

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.:

**Selection of Consulting Services for: Project Management Consultant for
NGRBA Program in Bihar**

Client: Bihar Urban Infrastructure Development Corporation Limited

Country: INDIA

Project: National Ganga River Basin Project

Issued on: January 2017

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1. PART I

2. Section 1. Letter of Invitation

RFP No.; **Loan/Credit No.** Ln. 80650/Cr. 49550
Patna, 13 January 2017

[insert: Name and Address of Consultant. In case of a Joint Venture (JV), a full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]

Dear Mr. /Ms.:

1. The National Mission for Clean Ganga (NMCG), Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India (hereinafter called “Borrower”) has received financing from the International Bank for Reconstruction and Development (IBRD) *or* International Development Association (IDA) (the “Bank”) in the form of a loan/credit (hereinafter called “loan/credit”) toward the cost of National Ganga River Basin Project. The Bihar Urban Infrastructure Development Corporation Limited (hereinafter called “Client” or (“BUIDCo”), the implementing agency, intends to apply a portion of the proceeds of this loan/credit to eligible payments under the contract for which this Request for Proposals is issued. The Client intends to apply the funds 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 NMCG 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 loan/credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the financing agreement or have any claims to the proceeds of the loan/credit.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Project Management Consultant for National Ganga River Basin Authority (NGRBA) Program in Bihar. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 - 1) Wapcos Limited in JV with Credible Management & Consultants Pvt. Ltd.
 - 2) Eptisa Servicios de ingenieria in JV with Eptisa India Private Limited
 - 3) Haskoning DHV Nederland B.V. in JV with Haskoning DHV Consulting Pvt. Ltd.
 - 4) TEC International Co. Ltd. Japan

If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named.]

4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under Quality and Cost Based Selection procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: www.worldbank.org/procure.
6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants 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 - Standard Forms of Contract (Time-Based)
7. Please inform us by 25 January, 2016 in writing at The Managing Director, Bihar Urban Infrastructure Development Corporation Limited (BUIDCo), 2nd Floor, KhadyaB-hawan, Road No.-2, DarogaRai Path, Patna 800 001 [Tel:0612-2506208](tel:0612-2506208) by facsimile +91 612 2210103:
 - (a) that you have received the Letter of Invitation; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

Sd/-

Name:- Madan Mohan Kumar

Designation:- Chief General Manager, BUIDCo

3. Section 2. Instructions to Consultants and Data Sheet

4. A. General Provisions

5. Definitions

(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.

(c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

(d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(e) “Borrower” means the National Mission for Clean Ganga (NMCG), Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India.

(f) “Client” means Bihar Urban Infrastructure Development Corporation Limited, the implementing agency for the Project.

(g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

(i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

(j) “Day” means a calendar day.

(k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant,

Sub-consultant or Joint Venture member(s).

(l) “Government” means the Government of India or Government of Bihar as applicable.

(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.

(n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.

(o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

(p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.

(q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

(s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

(t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(u) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

6. Introduction

1.1 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**.

1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

1.3 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.

1.4 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**.

7. Conflict of Interest

1.5 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.

1.6 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.

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

a. Conflicting activities

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

for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

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

c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

8. Unfair Competitive Advantage

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

9. Corrupt and Fraudulent Practices

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

1.9 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.

10. Eligibility

1.10 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.

1.11 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.

1.12 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

1.12.1 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**.

b. Prohibitions

1.12.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned Enterprises

1.12.3 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

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.

d. Restrictions for public employees

1.12.4 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

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(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

(iii) their hiring would not create a conflict of interest.

11. B. Preparation of Proposals

12. General Considerations

1.13 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.

13. Cost of Preparation of Proposal

1.14 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.

14. Language

1.15 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**.

15. Documents Comprising the Proposal

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

1.17 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).

1.18 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).

16. Only One Proposal

1.19 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**.

17. Proposal Validity

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

1.21 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.

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

a. Extension of Validity Period

1.23 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.

1.24 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.

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

b. Substitution of Key Experts at

1.26 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written

**Validity
Extension**

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.

1.27 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

**c. Sub-
Contracting**

1.28 The Consultant shall not subcontract the whole of the Services.

**18. Clarification
and Amendment of
RFP**

1.29 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

1.29.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

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

1.30 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.

**19. Preparation of
Proposals –
Specific
Considerations**

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

1.31.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant

must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

1.31.2 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.

1.31.3 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**.

1.31.4 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.

20. Technical Proposal Format and Content

1.32 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

1.33 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.

21. Financial Proposal

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

a. Price Adjustment

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

-
- b. Taxes** 1.36 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client’s country is provided in the **Data Sheet**.
- c. Currency of Proposal** 1.37 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** 1.38 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

22. C. Submission, Opening and Evaluation

23. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

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

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

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

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

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

DEADLINE].”

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

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.

24. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.

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

25. Opening of Technical Proposals

19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the

shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

26. Proposals Evaluation

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.

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

27. 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**.

28. 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.

29. Public Opening of Financial Proposals (for QCBS, FBS, and

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-

LCS methods)

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.

30. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum 24.2 If a Lump-Sum contract form is included in the RFP, the

Contracts	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.
31. Taxes	25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet .
32. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
33. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	26.2 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	26.3 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the Data Sheet shall be rejected. 26.4 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection	26.5 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.
	34. D. Negotiations and Award
35. Negotiations	26.6 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. 26.7 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
a. Availability of Key Experts	26.8 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.

26.9 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

26.10 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

26.11 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.

26.12 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.

26.13 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

36. Conclusion of Negotiations

26.14 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.

26.15 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.

37. Award of Contract

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

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

Instructions to Consultants

38. E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	<i>N/A</i>
2.1	<p style="text-align: center;">Name of the Client: Bihar Urban Infrastructure Development Corporation Limited (BUIDCo)</p> <p>Method of selection: The Quality and Cost Based Selection (QCBS) as per Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 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: Project Management Consultant for National Ganga River Basin Authority (NGRBA) Program in Bihar</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 23 January, 2017 Time: 03:00 PM Address: BUIDCo, 2nd Floor, KhadyaBhawan, Road No.-2, DarogaRai Path, Patna 800 001 (Tel:0612-2506208, Fax – 2210103)</p> <p>Contact person/conference coordinator: <i>Managing Director</i></p>
2.4	BUIDCO will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <i>N/A</i>
4.1	<i>N/A</i>
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language. National Consultants should submit Proposal in English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p style="text-align: center;"><u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (a.i.1.1) Power of Attorney to sign the Proposal</p>

	<p>(a.i.1.2) TECH-1 (a.i.1.3) TECH-2 (a.i.1.4) TECH-3 (a.i.1.5) TECH-4 (a.i.1.6) TECH-5 (a.i.1.7) TECH-6</p> <p>AND</p> <p>2d Inner Envelope with the Financial Proposal: (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required Yes</p> <p><i>[If Yes, make sure to include paragraph (e) in Form TECH-1]</i></p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible No</p>
12.1	<p>Proposals must remain valid for 180 calendar days after the proposal submission deadline</p>
13.1	<p>Clarifications may be requested no later than 15 days prior to the submission deadline. Date of pre-proposal conference: 23 January, 2017 Time: 03:00 PM Address: BUIDCo, 2nd Floor, KhadyaBhawan, Road No.-2, DarogaRai Path, Patna 800 001 (Tel:0612-2506208, Fax – 2210103 Contact person/conference coordinator: <i>Managing Director</i></p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>
14.1.2 (do not use for Fixed Budget method)	<p>Estimated input of Key Experts' time-input: 180 person-months.</p>
14.1.3 for time-based contracts only	<p>The Consultant's Proposal must include the minimum Key Experts' time-input of 180 person-months./ As per BUIDCo requirement.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-</p>

	<p>input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]</p>
14.1.4 and 27.2 use for Fixed Budget method	N/A
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.2	<p>A price adjustment provision applies to remuneration rates: <i>Yes, Local inflation</i></p>
16.3	<p>Information on the Consultant's tax obligations in the Client's country can be found in the official website for sales tax/service tax/professional tax.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant should express the price for their Services in local currency only. i.e; Indian Rupee</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	<p>The Consultants shall not have the option of submitting their Proposals electronically.</p>
17.4	<p>The Consultant must submit: (a) Technical Proposal: one (1) original and 4 (four) copies; (b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than: Date: 09/02/2017</p> <p>Time: 15:00 local time</p> <hr/> <p>The Proposal submission address is: Address: BUIDCo, 2nd Floor, Khadya Bhawan, Road No.-2, DarogaRai Path,</p>

	Patna 800 001 (Tel:0612- <u>2506208</u> , Fax – 2210103																		
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: same as the submission deadline indicated in 17.7.</p> <p>Time: 15:30 local time</p>																		
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A																		
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table border="0"> <thead> <tr> <th></th> <th style="text-align: right;"><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;">25</td> </tr> <tr> <td>a) Experience in providing support to program management</td> <td style="text-align: right;">5</td> </tr> <tr> <td>b) Experience in providing project management consultancy services in Sewerage Network & STP Projects</td> <td style="text-align: right;">7</td> </tr> <tr> <td>c) Experience in supervising construction of sewerage works & STP</td> <td style="text-align: right;">13</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;">10</td> </tr> <tr> <td>a) Whether the proposed methodology is clear and responds to the TORs</td> <td style="text-align: right;">5</td> </tr> <tr> <td>b) Whether work plan is realistic and implementable</td> <td style="text-align: right;">3</td> </tr> <tr> <td>c) Skill mix and overall team composition</td> <td style="text-align: right;">2</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>		<u>Points</u>	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	25	a) Experience in providing support to program management	5	b) Experience in providing project management consultancy services in Sewerage Network & STP Projects	7	c) Experience in supervising construction of sewerage works & STP	13	(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	10	a) Whether the proposed methodology is clear and responds to the TORs	5	b) Whether work plan is realistic and implementable	3	c) Skill mix and overall team composition	2
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a) Whether the proposed methodology is clear and responds to the TORs	5																		
b) Whether work plan is realistic and implementable	3																		
c) Skill mix and overall team composition	2																		

(iii) Key Experts' qualifications and competence for the Assignment:

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

a) Position K-1: Team Leader and Program Manager]	15
b) Position K-2: Senior Resident Engineer and Contract Manager	10
c) Position K-3: Quality Control Engineer	5
d) Position K-4: Sanitation and Wastewater Engineer	5
e) Position K-5: Electro-Mechanical Engineer	5
f) Position K-6: Urban Planner	5
g) Position K-7: Communications Specialist	4
h) Position K-8: Social Development Specialist	4
i) Position K-9: Environmental Management Specialist	4
j) Position K-10: Procurement Specialist	4
k) Position K-11: Finance and Accounts Specialist	4

**Total points for criterion (iii):
65**

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:

- 1) General qualifications (general education, training, and experience): 20%
- 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : 70%
- 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%

Total weight:

	<p style="text-align: right;">100%</p> <p>Total points: 100 The detailed distribution of points shall be as per Annexure – X & TOR</p> <hr/> <p>The minimum technical score (St) required to pass is:75</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: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupee (INR)</u></p> <p>The official source of the selling (exchange) rate is: <u>Reserve Bank of India website</u></p> <p>The date of the exchange rate is: <u>Two weeks prior to Proposal Due Date</u></p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under</p>

	<p>consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.8 (80%), and P = 0.2 (20%)</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: To be communicated later on Address: BUIDCO, 2nd Floor, KhadyaBhawan, Road No.-2, DarogaRai Path, Patna 800 001 (Tel:0612-2506208, Fax – 2210103)</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: <i>www.buidco.in</i></p> <p>The publication will be done within 10 of days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services: Date: February 2017 at: Patna</p>

39. Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

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

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:

The Managing Director,
Bihar Urban Infrastructure Development Corporation Limited (BUIDCo)
2_{nd} Floor, Khadya Bhawan, Road No.-2, DarogaRai Path, Patna 800 001

([Tel:0612-2506208](tel:0612-2506208), Fax – 2210103)

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. “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) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
 - (f) 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./
 - (g) 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.
 - (h) 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 (FOR FULL TECHNICAL PROPOSAL ONLY)

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 *seven (7)* years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture 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 INR 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 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

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

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks 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 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

	#2:..... }										
n											

- 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 (FOR FTP AND STP)

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			Home	Field	Total
KEY														
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														
NON-														
N-1			[Home]											
			[Field]											
N-2														
n														

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 info 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}

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

40. Section 4. Financial Proposal - Standard Forms

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

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

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

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Managing Director,
2nd Floor, Khadya Bhawan, Road No.-2, Daroga Rai Path, Patna 800 001

(Tel: 0612-2506208, Fax – 2210103

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *excluding 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.

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; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Taxes applicable at Client Country:				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Tax:				

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4), i.e; In
Indian Rupee 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

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Currency in F
Remuneration								
Key Experts								
			[Home]					
			[Field]					
Non-Key Experts								
			[Home]					
			[Field]					
Total Costs								

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

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

Leave cost as percentage of salary =

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

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

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

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

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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

(Expressed in {insert name of currency*})

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

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

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem	{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							
	{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.

41. Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): none

Under the ITC 6.3.2 (b): none

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

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

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.

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;
- (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.

43. Section 7. Terms of Reference

1.0 PROJECT BACKGROUND

1.1 The Government of India (GoI) has declared Ganga the “National River”, and constituted the National Ganga River Basin Authority (NGRBA) in 2009 under the Environment (Protection) Act, 1986 with the objective to ensure effective abatement of pollution and conservation of the river by adopting a river basin approach with comprehensive planning and management. The NGRBA is an empowered planning, financing, monitoring and coordinating body with multi-sector mandate to address both water quantity and quality aspects.

1.2 The current NGRBA program includes five states of Uttarakhand, Uttar Pradesh, Bihar, Jharkhand and West Bengal. Some of the measures adopted by NGRBA include: (i) Development of river basin management plan (ii) regulation of activities for prevention, control and abatement of pollution, (iii) Maintenance of minimum ecological flows in the river Ganga, (iv) Monitoring, coordination and review of the implementation of various programs or activities, (v) Planning, financing and execution of programs for abatement of pollution in the river Ganga, including rehabilitation and augmentation of existing infrastructure, creating public awareness, etc.

1.3 The Bihar State Ganga River Conservation Program Management Society (BGCMS) which is headed by the Secretary, Urban Development & Housing Department (UD&HD), Government of Bihar is the state level counterpart of the National Mission for Clean Ganga (NMCG) acts as State Project Management Group (SPMG) of NGRBA. Additional Director of BGCMS is Joint Secretary, UD&HD, Government of Bihar. The BGCMS have exclusive mandate of management of all NGRBA program activities in Bihar. All schemes being implemented under NGRBA in Bihar are being executed by Bihar Urban Infrastructure Development Corporation Limited (BUIDCO).

1.4 The attached Table-1 and Table-2 provided the status of the ongoing projects and status of the projects in pipeline, respectively.

1.5 BUIDCO is committed to carry out the investment sub-projects in Bihar with due diligence and efficiency and in accordance with nationally accepted technical standards, economic, financial, managerial, environmental and social safeguards and practices agreed with the World Bank, and adequately maintain all records of financial transactions in a manner adequate to reflect the operations, resources and expenditures and provide to SPMG all financial records to enable them to prepare project related financial audits in a timely manner, also in certifying works and payments and preparing completion reports.

2.0 OBJECTIVE OF THE ASSIGNMENT

2.1 Consulting services are required to support and provide professional expertise to BUIDCO in the implementation of a diverse set of demonstrative investments for reducing point-source pollution loads in a sustainable manner, at priority locations in Bihar on the Ganga. The objective of this consultancy is to strengthen the ongoing efforts of BUIDCO to efficiently manage the project and achieve quality output such that each activity of the project is completed following an agreed timeline within budgeted cost, and in full compliance with the World Bank guidelines, and the applicable acts, rules and regulations of

the Government of India, and to generate various monitoring reports, physical and financial, to submit to the authorities in a timely manner.

3.0 SCOPE OF WORK

3.1 In order to achieve the above objective, the PMC, through a team of professional experts, will provide project management support to the BUIDCO, covering the aspects from project planning and scoping, as required, and scheduling to project execution and tracking, including implementation and physical and financial performance reporting. The PMC shall thus assist BUIDCO to manage, execute, and implement the project to achieve quality results within the agreed time and cost frame, and operate and manage the assets created.

3.2 The scope of the PMC services shall also involve design services to a limited extent and providing support for the program management, through (a) Support to the Program Management, (b) Project Management and Technical Support, (c) Construction Supervision, and (d) Completion of works and support during operation, as detailed below but not limited thereto.

SUPPORT TO THE PROGRAM MANAGEMENT

3.3 PMC's support to BUIDCO in managing the NGRBA Program will largely consist of the following institutional aspects:

3.3.1 Review the procedures and systems being followed for overall project management and monitoring project implementation, disbursement, and tracking tools used, and identify the actions required to strengthen the procedures and systems.

3.3.2 Review in a holistic manner the actions taken especially with reference to development of construction management system and achieving sound results and determine if any corrections needed and recommend suitable appropriate actions with justification.

3.3.3 Review quality assurance and construction supervision practices and if necessary prepare a quality assurance and construction supervision manual to be followed for all types of construction activities under the Program, and recommend if any changes to the DBO bidding document being used is necessary to achieve high quality standards. This manual shall also bring out the aspects of worker's safety and recommend the actions necessary to achieve high safety standards.

3.3.4 Manage the tasks required under the various Services contracts and Operators contracts and ensure delivery of outputs in a timely and satisfactory manner in accordance with the overall project implementation schedule, ensuring compliance with the NGRBA Framework. This may include, but not limited to, development of standardized project documentation (including consultancy ToRs, review and appraisal of project documents, bid documents, etc.), use of project management tools for better monitoring of activities, and guiding staff in-charge from BUIDCO for various investments.

3.3.5 Review the effectiveness of the currently deployed communication, stakeholder consultation, and outreach programs. Determine the changes needed to strengthen these programs and provide support in the formulation and planning, implementation of these programs for an effective and efficient results.

3.3.6 Review the risks identified during the sub-project formulation and the risk mitigation measures to be implemented including the preparation of detailed Environmental Management Plans (EMP) and/or Social Impact Assessment and Rehabilitation Action Plan (RAP), as applicable.

3.3.7 Monitoring project development against agreed scheduling, monitoring physical and financial progress, monitoring achievement of project development against the indicators stipulated in results framework, updating / revising project schedule, physical and financial achievements, assist in forward physical and financial Planning, reporting monthly project status to BUIDCO and prepare Quarterly project status report for submission to the World Bank through NMCG. The monthly and quarterly reports should also highlight the pending decisions/approvals which are critical for the success of the project.

3.3.8 Support BUIDCO in all aspects of application, mobilization and utilization of funds from the NGRBA Program, including application for investments, steps for appraisal and guidance in preparing and submitting the required documentation and checklist completion and processing.

3.3.9 Support BUIDCO to construct, maintain and update a NGRBA website, ensuring regular and easy access for information in the public domain.

3.3.10 Assisting BUIDCO in dealing with RTI compliance, Public relations (including media reports) and Compliant redress.

3.3.11 Regularly track the NGRBA M&E indicators and produce the quarterly NGRBA progress reports, including for the World Bank financed project.

3.3.12 Assist BUIDCO in ensuring the social audits are conducted for the approved sub-projects.

3.3.13 Assist BUIDCO in monitoring progress of consultancies/ DBOT contracts and in forward planning for consultants'/ contractors' outputs.

3.3.14 Review and update design standards and norms (use where applicable CPHEEO or other appropriate national/ international standards). Strengthen specifications for the use in bid documents. Ensure that adequate performance indicators are included in the DBO documents.

3.3.15 Suggest improvements to technical specifications with special relevance to the sub project, local conditions for materials, equipment, construction of civil works and methods of installation and fabrication for mechanical and electrical works.

3.3.16 Assist in reporting on (a) meeting project disclosure standards (b) environmental and social management plan.

3.4 Financial Management. The PMC shall provide support to BUIDCO to ensure that all financial management aspects including accounting are satisfactorily implemented as per the Financial Management Manual, and assist them in developing the form and contents of various reports required as per the Financial Management Manual, which are to be generated for submission to SPMG and NMCG, and provide support to ensure that following are prepared and maintained as per the Financial Management Manual in timely manner:

- (i) Service Standards
- (ii) Accounting books and records
- (iii) Financial and accounting Reports
- (iv) Interim Unaudited Financial Reports (IUFR)
- (v) Budgeting and forecasting systems
- (vi) Overall cost table
- (vii) Analysis and summaries of various reports to facilitate decision making, and
- (viii) Ensure that the Annual Project Financial Statements are satisfactorily prepared in a timely manner.

3.5 The PMC shall extend support to the internal auditors with access to all data and reports.

PROJECT MANAGEMENT AND TECHNICAL SUPPORT

3.6 The project management support shall entail the tasks/subtasks focusing on identification and preparation of investment proposals and procuring the services and works.

3.7 Planning, Scoping and Designing Interventions to reduce pollution loads. Planning and scoping of the interventions to be supported in Bihar have largely been completed. DPRs have been prepared for all of them and bidding documents have either been prepared or being prepared. Taking into consideration of the investment framework under the NGRBA Program and the subprojects already approved and review of various available reports and discussions with the Bihar state agencies the PMC shall identify if any further interventions may be needed to reduce point source pollution loads in priority locations on the river and prepare outline proposal for each of the interventions clearly articulating the pollution reduction that could be achieved and submit together with a preliminary indication of the investment that may be needed and a timeframe for implementation. A list of subprojects which have been approved by ESC for financing under the World Bank assisted Project and the current status of development and implementation is given in attached Table 1 and Table -2.

3.8 New sub-projects. In pursuance of para 3.7 above, if any new sub-project, for which the project documentation and bidding documents have not been prepared, the PMC will obtain BUIDCO advice whether the documents are to be prepared by the PMC or services will have to be hired separately. In case services of consultants are to be hired, the PMC will assist BUIDCO in the preparation and processing of consultants shortlist, RFP, evaluation, negotiations and contract award. On behalf of BUIDCO the PMC will supervise timely completion of the services achieving high quality product.

3.9 However, where necessary and agreed with BUIDCO the PMC shall review the deliverables (surveys reports, design reports, bidding documents, etc.) and contribute to achieve high quality of the deliverables. Further, PMC services will be needed to review the designs submitted by the Operators requiring BUIDCO approval. This apart if any changes to owner's design which were completed earlier, are required at any stages during implementation the services of the PMC will be called upon by BUIDCO.

3.10 In more detail, the PMC shall, inter alia, include

3.10.1 Carry out designs and design reviews observing the best engineering practices. The World Bank guidelines, Employers rules and regulations, CPHEEO Manual, Bureau of Indian Standards and any other developed countries standards shall be followed in the order of appearance herein above. Design review and DPRs

shall have to cater to site requirements, construction amenability and least life cycle cost aspects.

3.10.2 Assist in reviewing and finalizing various kinds of survey data including Socio-economic survey, social and environmental baseline survey, social impact assessment report, environmental impact assessment report, other engineering surveys such as geotechnical investigations.

3.10.3 Support in reviewing DPR of the proposed sub-projects in terms of viability, adequacy, and technical soundness of the proposed investments, and assure that all sub-projects meet the requirements such as, technical specifications, BOQ, drawings, contract data and conditions of contract, etc. Ensure that the sub-projects are cost effective, meet discharge and various other standards, use the best available technologies, and are appropriate to the local conditions.

3.10.4 Pay specific attention to cost estimates for both capital and operating costs of sub-projects, including confirmation of technical specifications to ensure cost efficiency of proposed solutions.

3.10.5 Review and confirm the O&M assumptions made in the DPRs and update O&M strategy suitably to include supply of resources and services thus contributing to sustainable delivery of services.

3.10.6 Assist in preparing detailed implementation schedule which includes timelines for approvals, disbursement plan, mapping of overall project activities and construction, etc. for the sub-projects.

3.10.7 Appraise the proposed environment and social impact assessments and review associated studies on conservation, wildlife and resettlement planning.

3.11 **Procurement.** Design-Build-Operate form of contract shall be widely used for delivery and operation of the NGRBA Program. The Operator for Sewage Treatment Plant (STP) shall carry out and be responsible for the design and construction of the STP and all allied appurtenant structures and operation and maintenance of the STP for 10 years. The Operator for sewerage network shall carry out and be responsible for the review of owner's design and redesign, where necessary; and construction of the Sewerage Network including pipe network, sewage pumping stations and all allied appurtenant structures and be responsible for its performance for 10 years.

3.12 The PMC shall be responsible for coordination of procurement of civil works, goods, and services (consulting services) under the project and ensuring that procurement is carried out in compliance with the World Bank Procurement guidelines. The tasks of the procurement activities will include but not be limited to the following.

3.12.1 Assist BUIDCO in preparing/updating a Project Procurement Plan for each financial year

3.12.2 Provide support to BUIDCO to ensure that all procurement aspects are satisfactorily implemented in accordance with the Project Procurement Manual and Procurement Plan.

3.12.3 Assist in preparing and finalizing Expression of Interest notice, consultant's Terms of Reference, Request for Proposals document, evaluation of the proposals and preparation of evaluation reports, contract negotiations and contract signing for various consultancy services following the World Bank procurement guidelines or Government of India procurement guidelines, as applicable.

3.12.4 Assist BUIDCO in organizing information sessions with bidders or other market research, as required.

3.12.5 Assist BUIDCO at various stages of hiring Operators, including during pre-bid conference, evaluation of bids, preparation of bid evaluation reports for consideration and decision on award of contracts, contract negotiations and finalization of contracts following the World Bank procurement guidelines or Government of India procurement guidelines, as applicable.

3.12.6 Assist BUIDCO in placing accountability systems for various investments in accordance with that also meet the regular state-level procedures as required. Assure compilation of project documents, contracts and important communication is filed and documented in an organized system.

CONSTRUCTION SUPERVISION

3.13 BUDCO already hired consultants for construction supervision and quality controls for the projects listed in Table-1. The PMC will, therefore, be responsible to provide construction supervision services for for the projects in Table-2.

3.14 Most of the works contracts will follow Design-Build-Operate form of contract (para 3.11). The PMC shall nominate Resident Engineer to function as the Engineer's representative for the civil contracts to assist the Engineer discharge duties and the responsibilities and to ensure that all the obligations of the contractor under the civil works contracts, especially the plans and specifications, applicable codes and regulations, safety codes and standards are duly complied. Further, the PMC shall advise the Engineer in the administration of the contracts from time to time as required.

3.15 The PMC shall assist BUIDCO in issuing/obtaining regulatory approvals and compliances for land acquisition, tree cutting and utility shifting.

3.16 The PMC shall also assist BUIDCO to deal with performance deviation by contractors/ concessionaires and advice implementation units minimizing disputes/claims.

3.17 The PMC will have to ensure that the provisions of the social and environmental safeguards are duly complied with during construction. In order to ensure the due compliance the PMC shall take the following actions with respect to (a) Social processes and Safeguards, (b) and Environmental Processes and Safeguards:

3.18 Social Processes and Safeguards

3.18.1 Review the current procedures and systems of management of social issues and suggest suitable measures for strengthening including training of staff, strengthening of in-house monitoring systems, dedicated staff at site, and involvement of local communities.

3.18.2 Monitor, evaluate and facilitate implementation of community involvement and public disclosure processes.

3.18.3 Assist in the implementation of grievance processes as per ESMF.

3.18.4 Provide guidance and facilitate training on the implementation of the social safeguards frameworks.

3.18.5 Review and assist in extension of entitlements as per Social and Vulnerability Frameworks.

3.18.6 Review and assist in transfer of acquired and donated lands into the land records.

3.18.7 Assist in preparation and submission of appropriate information reports and documents periodically on planning and implementation of ESMF.

3.19 Environmental Processes and Safeguards

3.19.1 Review the current procedures and systems of management of environment issues and suggest suitable strengthening in them including training of staff, strengthening of in-house monitoring systems, dedicated staffing at site, and involvement of local communities.

3.19.2 Assist in checking compliance of investments/ sub-projects with NGRBA framework

3.19.3 Assist in consultations with Forest and Wildlife Departments, State pollution control board, mining departments and others, during the identification, screening and preparation of overall work program.

3.19.4 Assist with organizing consultations with the communities to identify the concerns and potential negative environmental impacts of works resulting from selection of the alignment and propose mitigating measures.

3.19.5 Assist review of designs and alignments with a view to reduce the amount of cuts and fills, damage to vegetation, natural drainage patterns and irrigation systems.

3.19.6 Inspect work sites, camps and quarries for checking compliance with ESMF laws and regulations.

3.19.7 Provide guidance and facilitate training on environmental safeguards framework.

COMPLETION OF WORKS AND SUPPORT DURING OPERATION

3.20 At completion of the Design-Build part of contract, the PMC shall assist BUIDCO to carry out necessary inspection, specify and supervise any remedial works to be carried out and when completed, shall assist BUIDCO to carry out final tests and inspection, and recommend for acceptance of the work if the tests and inspection yielded satisfactory outcome.

3.21 The PMC shall prepare a report on completion of the Design-Build part providing a complete and systematic account of the performance and results of each activity from operation design and implementation to (i) improve the selection of future interventions to achieve NGRBA goals, (ii) improve the design and implementation of future interventions through lessons learned, and (iii) help ensure greater development impact and sustainability of operations. A report on successful commissioning, operational acceptance and the arrangements made for sustainable operation by the Operator and PMC's observations on possible improvement and a complete set of 'As-Built' drawings and GIS base map, duly verified, shall be presented together with this report.

3.22 The PMC shall review the Maintenance schedules for the STP, Sewerage network and SPS and assess if any lacunae in the schedules needs to be addressed by BUIDCO.

3.23 The PMC shall monitor and report the results during the O&M period, especially the discharge parameters at intervals during the O&M period to check compliance with regulatory guidelines. Any failure in compliance observed should be brought to the notice of BUIDCO immediately with advice on remedial actions.

3.24 Take up user satisfaction surveys for all the construction works completed under the project.

3.25 The PMC shall also assist the BUIDCO to conduct a technical audit of the facility (say, STP and any other as per contract) and to perform any analysis or inspection BUIDCO deems necessary.

4.0 LIST OF REPORTS, SCHEDULE OF DELIVERIES AND PERIOD OF PERFORMANCE

4.1 **List of report and Schedule of Deliveries.** The PMC shall prepare the following reports in English and complete digital files in a format and manner acceptable to BUIDCO. Reports would be prepared initially in draft and submitted in 5 copies, and finalized within two weeks (*an exception shall be for the Monthly and Quarterly Reports where the report is to be finalized in one week*) following receipt of comments from BUIDCO; these would generally be provided within one week of receipt of the draft report and submitted in 5 copies. All documentation and outputs will also be provided in soft copy digital format together with a PowerPoint presentation, suitably protected and accessible on a restricted hierarchy basis.

4.1.1 **Inception Report (IR).** The draft IR shall be submitted within 2 months after commencement of assignment. The IR shall *inter alia* include approach to the assignment, objectives, detailed methodologies and work plans in respect of each activity, schedule of activities, detailed time-task –schedule listing all tasks, mobilization plan, anticipated difficulties including staffing problems that have

become apparent, deficiencies in Client assistance, and bring to Client's attention major problems that might the direction and progress of the work.

4.1.2 Monthly reports (MR). The draft MR shall be submitted within a week from the end of the month for which the report is submitted. The MR shall inter alia include work progress, tasks undertaken, results achieved, meetings held and persons met, difficulties encountered and assistance required. The AR shall be submitted for every month except for the month ending quarter.

4.1.3 Quarterly Reports (QR). The draft QR shall be submitted within two weeks from the end of the quarter for which the report is submitted. The QR shall inter alia include work progress, team mobilization, tasks undertaken, partial results, meetings held and persons met, planning of activities for next quarter, updated works schedule and staff mobilization plan, status of M&E indicators, difficulties encountered, assistance required. Copies of all interim reports produced during the quarter being reported will be included as annexures. The quarterly report shall also include the draft of the report to be submitted to NMCG.

4.1.4 Completion Report for Design and Build part of Contracts. Within 2 months from completion of a works contract, report shall be submitted providing (a) comments on the design and implementation; (b) complete and systematic account of the contract performance, and (c) recommendations for improvement in design, procurement and implementation of similar works. A report on successful commissioning and as-built drawings shall be attached with this report. This report shall be finalized within 1 month after receipt of comments from Client.

4.1.5 Final Report. The completion report of the PMC providing the details of overall work progress and final documentations.

4.2 Report Format. The PMC shall prepare reports presenting the data, information, the assumptions and their justification, the analysis, and the conclusions and recommendations.

4.3 All the reports required by the TOR shall provide a clear presentation and include a table of contents and an executive summary. The main body of the text shall be organized in sections and concentrating on the finding and recommendations and their justification. Supporting data and analysis shall be contained in the Annex which will be referenced as appropriate in the body of the text. All paragraphs in the executive summary, the text, and the Annex, shall be numbered to facilitate communication across the contents of reports.

4.4 The report shall be illustrated as appropriate with such drawings, sketches, tables, graphs, and maps to aid comprehension and assimilation of their contents.

4.5 Period of Performance. The assignment will commence not later than 30 days from issuance of client's notice instructing the consultant to begin carrying out the services for an initial period of three years, subject to satisfactory outcome of performance review at the end of first and second years, and could be extended based on the requirement and mutual agreement.

5.0 DATA, LOCAL SERVICES, PERSONNEL, AND FACILITIES TO BE PROVIDED BY CLIENT

5.1 BUIDCO would make the following available to the PMC.

- (i) Any supporting documents like permits and licenses necessary for the completion of the PMC's duties and more particularly in respect of visa requirements, and assist in any special arrangements to allow PMC to enter any restricted areas related to the Project.
- (ii) Access to all relevant previous studies, reports, documents and contracts related to the Project on request by PMC.
- (iii) Assistance with arranging meetings with local Government and other authorities as necessary during the course of the consultant's work.

5.2 The PMC shall verify the correctness of the data/information provided by the Client and satisfy them about the accuracy of data/information /material before these are used. Data/information /material provided to the PMC shall remain the property of the originating agency and shall be provided solely for the purpose of the work to be done under this contract. All such borrowed material shall be returned to BUIDCO upon completion of the assignment. Apart from data/information provided by the BUIDCO and that which the KMC could procure from other agencies, the PMC are responsible to collect any other data/information required for the assignment, through field survey and investigations.

5.3 The PMC shall establish its own office facilities in Patna and provide its own equipment (vehicles, survey equipment, office and computer equipment, telecommunication and document printing and reproduction systems) and staffing suitable for operational purposes in each location. Any equipment or any other item purchased under the PMC' contract shall have to be turned over to BUIDCO at completion of the assignment. The PMC shall make own arrangement for travel/stay within Bihar for performing the assignment. They may have to travel to New Delhi as needed by the BUIDCO.

6.0 INSTITUTIONAL AND ORGANIZATIONAL ARRANGEMENTS

6.1 The PMC shall generally report to the General Manager (Works), BUIDCO. As regards the works contracts the PMC shall assist General Manager, (Works) in his endeavour as "Engineer" and shall check measurements and claims for payment and submit to General Manager, (Works) with their recommendations.

6.2 The PMC shall submit the Outputs/Deliverables to the General Manager (Works) along with a power point presentation (para 4.1 above). Each of the Outputs/Deliverables will be reviewed by a Review Committee (RC) consisting of General Manager (Works) and the BGCMS Additional Director along with the Technical Team of BUIDCO, and the RC will ask the PMC to deliver the presentation on a mutually agreed date/time from receipt. The deliverable will be discussed and comments will be provided by the RC. Brief minutes of such meetings will be prepared and communicated to the PMC for appropriate response when the concerned reports are finalized by the PMC. RC's communication will be copied to the NMCG and the World Bank.

7.0 Key Professional whose CV will be evaluated

7.1 The services of the PMC are expected to provide the required engineering and management support to achieve the planned outputs. Particular attention will be given in the evaluation of proposals on how the consultant team mobilizes to provide support for implementation. Consultants are encouraged to propose a staffing plan and mobilization plan

that best suits the needs of the project. It is estimated that about 180 man months of the following key professionals, as listed below, will be required to deliver a quality product. Besides these key positions, several other support technical and non-technical professionals will be required to carry out this assignment. Some of the support technical professionals may have to be from the disciplines of surveying, civil engineering, mechanical and electrical engineering, geotechnical engineering, water and sanitation engineering, urban planning, economics, finance and accounting, information technology and communications, environmental management, construction supervision engineers/supervisors, etc.

7.2 Team Leader and Program Manager. Master's degree in Environment/ PHE/Sanitary Engineering with a minimum of 20 years of proven track record in sector planning, designing and project management of wastewater infrastructure, and experienced as Team Leader for a minimum of 2 number projects of complexity of the proposed assignment. Experience in management of 2 external aided projects like WB, ADB, JICA or multilaterally funded project is essential. He/she will coordinate with the client, review the relevant data, reports, and deliver presentation on the outputs/deliverables/reports and execute work plan to deliver the project on time and to the satisfaction of client, among other things.

7.3 Senior Resident Engineer and Contract Manager. Bachelor's in Civil Engineering and preferably with a masters degree. He/she should have at least 15 year's professional experience in major civil engineering construction activities and handled in a similar capacity at least one large value external aided project (ICB project) constructed as per FIDIC Conditions of Contract. Knowledge and experience of modern construction technology including the use of and productivity levels of plant and equipment and construction management methodologies, practices, tools and techniques appropriate for major civil engineering construction are essential. He/she should be familiar with the safety practices and implementation aspects of environmental management plans.

7.4 Quality Control Engineer. Bachelor's degree in Engineering preferably masters higher in engineering and a minimum experience of 15 years in developing quality management system and quality management of civil engineering structures including testing of materials. Experience in quality management of construction of sewage treatment plant or water treatment plant or industrial effluent treatment plant of capacity more than 50 MLD will offer an added advantage. Knowledge and experience of modern construction technology including the use of and productivity levels of plant and equipment and construction management procedures appropriate for major civil engineering construction will offer advantage.

7.5 Sanitation and Wastewater Engineer. Sanitary engineer with a bachelor's in Civil Engineering and Masters in environmental science or environmental engineering and a minimum of 15 years of proven track record in planning and designing onsite/ offsite sanitation and wastewater services infrastructure for urban cities. He should have executed at least 2 similar multilateral funded projects. He/she shall be responsible for assessing the existing situation and identify interventions needed to reduce point source pollution loads in a sustainable manner on the Ganga in Bihar and ensuring that the quality of conceptual design, detailed designs including the drawings, technical specifications, related bill of quantities and cost estimates of the interventions in the wastewater sector. He/she will review periodically whether the tender conditions are being met during the operation and maintenance period, among other things as assigned by the Team Leader.

7.6 Electro-Mechanical Engineer. A mechanical/ electrical engineer with a minimum of 10 years of proven track record in rehabilitation of water and wastewater systems comprising

pumping machinery, electrical panels, sewage pumping stations and sewage treatment plants. He/she will review the reports on condition assessment of the existing sewerage infrastructure, the program for rehabilitation and any other technical reports prepared by design consultants, as necessary. He shall also be responsible for quality management of mechanical and electrical equipment in wastewater treatment installations within the scope of the PMC, among other things as assigned by the Team Leader.

7.7 Urban Planner. He/she will provide support to the RFD investments and must have a master's degree in Architecture or Urban Planning or a related discipline with 15 years of professional work experience in the fields of spatial planning, urban design with experience of executing at least 2 external aided projects. Experience in riverfront projects along with experience of working on heritage / tourism conservation projects will be an added advantage. He/she will review the plans and designs of the investment proposals on RFD and assess the contributions to development impact, connectivity to the river and overall socio-economic improvement of the area which may be brought out. He/she shall also carry out due diligence as necessary and ensure required monitoring reports on RFD investments are prepared in accordance with the standards agreed with the Client, among other things as assigned by the Team Leader.

7.8 Communications Specialist. Master's in mass communication with a minimum of 10 years working experience in stakeholder communications, public awareness and media relations related to development projects. Experience in at least 2 projects financed by external multilateral agencies will be of advantage. He/she will be responsible for designing of program level communication, city specific communication and investment level communications and supervising implementation of these among other things assigned by the Team Leader.

7.9 Social Development Specialist . Master's degree or more in social sciences with a minimum of 10 years working experience in social sector projects and with experience working in at least one project financed by the World Bank or by another international finance institution, and familiar with the World Bank's social safeguards requirements in projects. He/she shall be conversant with assessment of the social safeguards including the issues to be addressed and well informed about the present legislative and institutional challenges that may be faced while implementing the safeguards action plan.

7.10 Environmental Management Specialist. Master's degree in environmental sciences/engineering/ management with a minimum of 10 years working experience in urban infrastructure projects and worked at least in one World Bank or ADB or EU financed project and familiar with the environmental safeguards requirements of projects financed by the World Bank or by another international finance institution. He/she should be conversant with the present legislative and institutional issues, existing laws, and be responsible to review environmental assessment and environmental management plan, and supervision of implementation of environmental management plan, among other things.

7.11 Procurement Specialist. Bachelor's degree in engineering with a minimum of 10 years working experience in procurement of public works. He should have worked as procurement expert with knowledge of FIDIC contracts on at least 2 projects financed by International Financial Institutions. Familiarity with the World Bank's 'Guidelines: Procurement of Goods, Works and Non-Consulting Services;' and 'Guidelines: Selection and Employment of Consultants,' and Bank's Standard RFP documents, Bidding Documents and FIDIC conditions of contract is essential. He/she will be responsible to review, prepare and update EoI notice, RFP document, report on evaluation of technical and financial proposals,

consulting contract document, and bidding documents especially DBOT document, bid evaluation report, contract document and other procurement documents in all respect in a timely manner. In addition he/she will provide support to the Resident Engineer in contract administration.

7.12 Finance and Accounting Specialist. An accounting professional with a minimum of 10 years working experience in analysing financial management and accounting performance of public utility and institutions, and experienced in developing control mechanism for accounting and reporting system. Should have experience of working in similar projects funded by multilateral funding agencies. He/she will be responsible for setting up a system for claims processing and reporting, resolving any discrepancies in respect of payment to the contractors and establishment of appropriate checks and balances, among other things as assigned by the Team Leader.

Table-1

Status of ongoing Projects under National Ganga River Basin Authority (NGRBA)			
(As on 28 February 2015)			
Rs. in crores			
Name of the Scheme	Approved Project cost	STP Capacity to be created (in MLD)	Remarks
Begusarai Sewerage and STP	65.40	17.00	Ongoing
Buxar Sewerage and STP	74.95	16.00	Ongoing
Hajipur Sewerage and STP(Gandak)	113.62	22.00	Ongoing
Munger Sewerage and STP(Gandak)	187.89	27.00	Retender
Patna River Front Development	243.27		Ongoing
Sub Total	685.13	82.00	

Table-2

LIST OF SCHEMES APPROVED UNDER NGRBA DURING 2014 -15 (Yet to be started)				
No	Project Name	Project Category (STP / Network)	Project size / capacity	Approved Cost (Rs. Crores)
1	Pahari STP at Patna	STP	60 mld	127.31
2	Pahari Sewerage Network –Zone V at Patna	Network	111 km	214.31
3	Pahari Sewerage Network IV A (S) at Patna	Network	88 km	133.64
4	Beur STP at Patna	STP	20mld old + 23mld new	68.16
5	Beur Sewerage at Patna	Network	180 km	225.77
6	Karmalichak STP at Patna	STP	37 mld	77.04
7	Karmalichak Sewerage at Patna	Network	97 km	170.71
8	Saidpur STP and adjoining network at Patna	STP & Network	60MLD 55.1 km	184.93
9	Saidpur Sewerage at Patna	Network	172.5 km	268.63
TOTAL				1470.5

44. PART II

45. Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

Time-Based

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46. Preface

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

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

Project Name: Project Management Consultant for NGRBA Program in Bihar

[Loan/Credit/Grant] No. Ln. 80650/Cr. 49550

Contract No.

between

[Bihar Urban Infrastructure Development Corporation Limited]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Bihar Urban Infrastructure Development Corporation Ltd. 2nd Floor, KhadyaBhawan, Road No.-2, DarogaRai Path, Patna 800 001 (Tel:0612-2506208, Fax – 2210103) (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

47. A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Guidelines” means the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 (“Consultants’ Guidelines”).
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) “Day” means a working day unless indicated otherwise.
 - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
 - (l) “GCC” means these General Conditions of Contract.

- (m) “Government” means the government of the Client’s country.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship
between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. Law Governing
Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

- 6. Communications**
- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location**
- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge**
- 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives**
- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Corrupt and Fraudulent Practices**
- 1.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees**
- 1.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

48. B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract**
- 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of**
- 1.1. If this Contract has not become effective within such time

- Contract for Failure to Become Effective** period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 1.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 1.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 1.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 1.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 1.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 1.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 1.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this

Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

1.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

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

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

1.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

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

19. Termination

19.1 This Contract may be terminated by either Party as per

provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the

Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon Termination

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

49. C. OBLIGATIONS OF THE CONSULTANT**20. General****a. Standard of Performance**

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

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

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

b. Law Applicable to Services

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

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

21. Conflict of Interests

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

a. Consultant Not to Benefit from

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to

Commissions, Discounts, etc.	<p>Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p>
<p>b. Consultant and Affiliates Not to Engage in Certain Activities</p>	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>
<p>c. Prohibition of Conflicting Activities</p>	<p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
<p>d. Strict Duty to Disclose Conflicting Activities</p>	<p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<p>22. Confidentiality</p>	<p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p>23. Liability of the Consultant</p>	<p>23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.</p>
<p>24. Insurance to be Taken out by the</p>	<p>24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-</p>

- Consultant** consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records**
- 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

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

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

50. D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**29. Description of Key Experts**

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

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

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

30. Replacement of Key Experts

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

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

31. Approval of Additional Key

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to

- Experts** the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
- 32. Removal of Experts or Sub-consultants**
- 32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 33. Replacement/ Removal of Experts – Impact on Payments**
- 33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
- 34. Working Hours, Overtime, Leave, etc.**
- 34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.
- 34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.
- 34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

51. E. OBLIGATIONS OF THE CLIENT**35. Assistance and Exemptions**

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

36. Access to Project Site

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

37. Change in the

37.1 If, after the date of this Contract, there is any change in the

- Applicable Law Related to Taxes and Duties** applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1
- 38. Services, Facilities and Property of the Client**
- 38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.
- 39. Counterpart Personnel**
- 39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.
- 39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 40. Payment Obligation**
- 40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the

Consultant and in such manner as is provided by GCC F below.

52. F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

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

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

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

42. Remuneration and Reimbursable Expenses

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

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

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

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

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

43.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

- 44. Currency of Payment** 44.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.
- 45. Mode of Billing and Payment** 45.1 Billings and payments in respect of the Services shall be made as follows:
- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
 - (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
 - (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.
 - (d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon

promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

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

53. G. FAIRNESS AND GOOD FAITH

47. Good Faith

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

54. H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

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

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution

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

II. General Conditions

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

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 party⁷;
- (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 obligation⁸;
- (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 party⁹;
- (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 party¹⁰;
- (v) “obstructive practice” is

⁷ 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.

⁸ 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.

⁹ 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.

¹⁰ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- (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;
- (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 procedures¹¹, 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 nominated¹² sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

11 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.

12 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.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Bihar Urban Infrastructure Development Corporation Limited (BUIDCo) Bihar Urban Infrastructure Development Corporation Ltd. 2nd Floor, KhadyaBhawan, Road No.-2, DarogaRai Path, Patna 800 001 (Tel:0612-2506208, Fax – 2210103</p> <p>Attention : The Managing Director Facsimile : +91 612 2210103 E-mail (where permitted): _____</p> <p>Consultant : _____ _____</p> <p>Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>The Managing Director</i></p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: <i>N/A</i>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be two months.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be fifteen.</p> <p>Confirmation of Key Experts’ availability to start the Assignment shall</p>

	be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be three years.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: Yes

<p>23.1</p>	<p>Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> (a) Professional liability insurance, with a minimum coverage of the total ceiling amount of the Contract; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>in accordance with the applicable law in the Client’s country</i>; (c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Client’s country</i>”; (d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
<p>27.1</p>	<p><i>None</i></p>
<p>27.2</p>	<p>Neither Party shall use the outputs for purposes unrelated to this</p>

	Contract without the prior written approval of the other Party.
35.1 (a) through (e)	<i>None</i>
35.1(f)	<i>None</i>
41.2	<p>The ceiling in foreign currency or currencies is: _____ <i>[insert amount and currency for each currency] [indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>The ceiling in local currency is: _____ <i>[insert amount and currency] [indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>
42.3	<p>Price adjustment on the remuneration applies</p> <p>Payments for remuneration made in local currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the <i>first</i> the calendar month after the date of the Contract) by applying the following formula:</p> <p style="text-align: center;">{or }</p> <p>where</p> <p>R_l is the adjusted remuneration;</p> <p>R_{l_0} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency;</p> <p>I_l is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and</p> <p>I_{l_0} is the official index for salaries in the Client’s country for the month of the date of the Contract.</p> <p><i>The index used for salaries will be Consumer Price Index (CPI) for industrial workers by Reserve Bank of India.</i></p> <p>(2) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the</p>

	<p>contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
43.1 and 43.2	<p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
44.1	The currency [currencies] of payment shall be the following: <i>INR</i>
45.1(a)	The following provisions shall apply to the advance payment and the advance bank payment guarantee:

	<p>(1) An advance payment of <i>Rs. Twenty Lakhs</i> in local currency shall be made within <i>fifteen</i> days after the Effective Date. The advance payment will be adjusted by the Client in equal instalments against the statements for the first <i>10</i> months of the Services until the advance payment has been fully adjusted.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
45.1(e)	The accounts are: for local currency: <i>[insert account]</i> .
46.1	The interest rate is: <i>State Bank of India Prime Lending Rate (SBI PLR.</i>
49.	<p>Disputes shall be settled by arbitration tribunal in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. Any dispute arising out of this contract shall be referred to Arbitration Tribunal under Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008 and the provisions of Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008 (including amendments) will be applicable and binding upon both the parties to the contract 2. The language of Arbitration will be in English. 3. The place and Venue of Arbitration will be at Patna.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

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

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

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

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

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

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

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

(Expressed in [insert name of currency])*

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

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

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

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

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

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____ *[amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day

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

of *[month]*_____, *[year]*__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

Annexure - X

Selection of Consulting Services for: Project Management Consultant for NGRBA Program in Bihar

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

- (i) **Specific experience of the Consultant (as a firm) relevant to the Assignment: 25 Points**

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

a)	Experience in providing support to program management Experience \geq 1 project \leq 3 projects - 3 points Experience \geq 4 projects – 5 points (Full Marks)	5 Points
b)	Experience in providing project management Consultant services in sewerage Network & including Review/ Design of Sewerage Network and STP Plant Experience \geq 1 project \leq project 3 - 3 points Experience \geq 4 projects – 7 points (Full Marks)	7 Points
c)	Experience in supervising construction of sewerage works & STP Experience \geq 8 years \leq 12 years - 10 points Experience \geq 13 years – 13 points (Full Marks)	13 Points

(ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 10 Points**

- | | | |
|----|--|----------|
| a) | Whether the proposed methodology is clear and responds to the TORs | 5 Points |
| b) | Whether work plan is realistic and implementable | 3 Points |
| c) | Skill mix and overall team composition | 2 Points |

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}

(iii) **Key Experts' qualifications and competence for the Assignment:**

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

- | | | |
|----|---|----------|
| a) | Position K-1: Team Leader and Program Manager] | 15 Marks |
| b) | Position K-2: Senior Resident Engineer and Contract Manager | 10 Marks |
| c) | Position K-3: Quality Control Engineer | 5 Marks |
| d) | Position K-4: Sanitation and Wastewater Engineer | 5 Marks |
| e) | Position K-5: Electro-Mechanical Engineer | 5 Marks |
| f) | Position K-6: Urban Planner | 5 Marks |
| g) | Position K-7: Communications Specialist | 4 Marks |
| h) | Position K-8: Social Development Specialist | 4 Marks |
| i) | Position K-9: Environmental Management Specialist | 4 Marks |
| j) | Position K-10: Procurement Specialist | 4 Marks |
| k) | Position K-11: Finance and Accounts Specialist | 4 Marks |

Total points for criterion (iii): 65 Marks

Qualification, experience and competency of the Key Experts are mentioned in the TOR, accordingly marks distribution shall be given.

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:

- 1) General qualifications (general education, training, and experience): 20%
- 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70%
- 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%

Total weight: 100%

Total points: 100

The minimum technical score (St) required to pass is : 75

