

Government of Bihar
Rural Works Department

Invitation of Proposals

**Selection of Consulting Firm to provide the services of
Environmental Specialist & Social Development Specialist.**

Country : India
Name of the Project : Bihar Rural Roads Project
Credit No. : 5938IN
Assignment Title : Selection of Consulting Firm to provide the services of
Environmental Specialist and Social Development
Specialist.
Reference No. : RWD/MMGSY(WB)/HQ/SERVICES/2019-20/04

The Rural Works Department has received financing from the International Development Association (IDA) (the "Bank") in the form of a "credit" toward Bihar Rural Roads Project. The BRRDA, an implementing agency of the RWD, intends to apply a portion of the proceeds of this credit to eligible payments towards the consulting services: **Selection of Consulting Firm to provide the services of Environmental Specialist and Social Development Specialist** in the State of Bihar for which this Invitation of Proposal is being issued.

The consulting services ("the Services") include providing the services of an Environmental Specialist (1 No.) and an Social Development Specialist (1 No.) for a period of 24 months which may be extended based on the performance of the individual. The detailed Terms of reference for the aforesaid assignment is provided in the RFP.

The Rural Works Department, Government of Bihar now invites eligible consulting firms ("Consultants") to submit their proposals for providing the Services. Interested Consultants may download the RFP document free of cost from www.rwdbihar.gov.in. The Consultants would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

The attention of interested Consultants is drawn to paragraph 1.9 of the World Bank's *Guidelines: Selection and Employment of Consultants [under IBRD Loans and IDA Credits & Grants] by World Bank Borrowers* ("Consultant Guidelines"), setting forth the World Bank's policy on conflict of interest.

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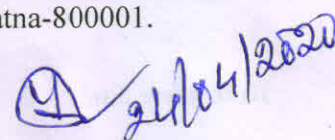
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Consultants are allowed to associate with other firms in the form of a joint venture or a sub consultancy to enhance their qualifications.

A Consultant will be selected in accordance with the QCBS method set out in the Consultant Guidelines.

Further information can be obtained from Sri Nalin Kumar Sinha, Project Director, MMGSY during Office hour or on Mobile No. 8986915039 at the address below during office hours i.e. 10:00 to 18:00 hours from 27/04/2020 to 13/05/2020.

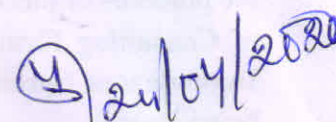
Proposals in hard copy duly page numbered and hard bound only and super scribed "Selection of Consulting Firm to provide the services of Environmental Specialist and Social Development Specialist in the State of Bihar" must reach the following address not later than 15/05/2020 up to (3.00 PM) – The Engineer-in-Chief, Rural Works Department, 5th Floor, Vishweshwaraiya Bhawan, Off Bailey Road, Patna-800001.

 24/04/2020

(Praveen Kumar Thakur)

Engineer-in- Chief

Memo No;-BRRDA(HQ)-MMGSY(WB)-01/2020 414 Date- 24.4.2020
Copy to:- IT Manager, Rural Works Department for publication on departmental website with enclosure and for necessary action.

 24/04/2020

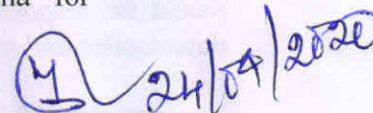
Engineer-in- Chief

Memo No;- BRRDA(HQ)-MMGSY(WB)-01/2020 414 Date- 24.4.2020
Copy to:- Nodal Officer, Advertisement Cell, RWD. Bihar Patna for publication in News Papers and necessary action.

 24/04/2020

Engineer-in- Chief

Memo No;- BRRDA(HQ)-MMGSY(WB)-01/2020 414 Date- 24.4.2020
Copy to:- PA to Engineer -in –Chief, Rural Works Department, Bihar,Patna for information and necessary action.

 24/04/2020

Engineer-in- Chief

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SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: RWD/MMGSY(WB)/HQ/SERVICES/2019-20/04

**Selection of Consulting Services for: SELECTION OF CONSULTING
FIRM TO PROVIDE THE SERVICES OF ENVIRONMENTAL
SPECIALIST & SOCIAL DEVELOPMENT SPECIALIST**

Client: RURAL WORKS DEPARTMENT, GOVERNMENT OF BIHAR

Country: BIHAR (INDIA)

Project: BIHAR RURAL ROADS PROJECT

Issued on: __/__/2020

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SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

THE U.S. DEPARTMENT OF AGRICULTURE

Selection of Consulting Services for STATE OF ALABAMA
FEED TO PRODUCE THE RESEARCH OF A RURAL
EXTENSION & SOCIAL DEVELOPMENT PROJECT

U.S. DEPARTMENT OF AGRICULTURE, WASHINGTON, D.C.

Country: ALABAMA

Project: RURAL EXTENSION & SOCIAL DEVELOPMENT

Project No. 10000

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable 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 Government, Government agency or other entity that signs the *financing* agreement with the Bank.
- (f) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (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-

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consultant or Joint Venture member(s).

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

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

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

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 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**.

3. Conflict of Interest

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

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

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting

(i) Conflict between consulting activities and procurement

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activities

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

b. Conflicting assignments

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

c. Conflicting relationships

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

4. Unfair Competitive Advantage

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

5. Corrupt and Fraudulent Practices

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

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors,

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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.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.

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

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

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

- (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

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii)

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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

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(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.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the

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- information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal**
 - 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
 9. **Language**
 - 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
 10. **Documents Comprising the Proposal**
 - 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
 - 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
 - 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
 11. **Only One Proposal**
 - 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
 12. **Proposal Validity**
 - 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
 - 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
 - 12.3 If it is established that any Key Expert nominated in the

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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**

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

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

**b. Substitution of
Key Experts at
Validity
Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

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

**c. Sub-
Contracting**

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

**13. Clarification
and
Amendment
of RFP**

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

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below:

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

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

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

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

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

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

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

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

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. **Technical**

15.1 The Technical Proposal shall not include any financial

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**Proposal
Format and
Content**

information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

15.2 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.

**16. Financial
Proposal**

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

**a. Price
Adjustment**

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

b. Taxes

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

**c. Currency of
Proposal**

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

**d. Currency of
Payment**

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

C. Submission, Opening and Evaluation

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

17.1 The 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

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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

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of the Proposal.

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

18. Confidentiality

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

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

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.

19. Opening of Technical Proposals

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

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in the **Data Sheet**.

20. 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.

21. Evaluation of Technical Proposals

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

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

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

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening.

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The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

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

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective 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 Contracts

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

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25. Taxes

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

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

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

b. Fixed-Budget Selection (FBS)

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

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

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c. Least-Cost Selection

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with 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.

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

b. Technical negotiations

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

c. Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the

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evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

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

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

29. Conclusion of Negotiations

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

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant 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.

30. Award of Contract

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

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

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Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
2.1	Name of the Client: Rural Works Department, Government of Bihar Method of selection: 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
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Selection of Consulting Firm to provide the services of Environmental Specialist and Social Development Specialist
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 06/05/2020 at 03:00PM Venue: Conference Hall, 5th Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna Contact person: Mr Nalin Kumar Sinha, Project Director
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: No
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	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	The Proposal shall comprise the following:

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	<p>For FULL TECHNICAL PROPOSAL (FTP):</p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p> <p>AND</p> <p>2d Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p>
10.2	Statement of Undertaking is required: Yes
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No
12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than 15 days prior to the submission deadline.</p> <p>The address for requesting clarifications is mmgsyrwd@gmail.com</p> <p>Clarifications sent through any other medium shall not be accepted.</p>
14.1.2	Estimated input of Key Experts' time-input: 48 person-months.
14.1.3 for time- based contracts only	Not applicable
14.1.4 and 27.2 use for Fixed	Not applicable

Budget method	
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>
16.1	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p>
16.2	A price adjustment provision applies to remuneration rates: No
16.3	Information on the Consultant's tax obligations in the Client's country should be checked with tax experts.
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>.....</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals

	electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original copy;</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 15/05/2020</p> <p>Time: 15:00 hrs (Local Time)</p> <p>The Proposal submission address is: Engineer in Chief Rural Works Department 5th Floor, Vishweshwaraiya Bhawan Off-Bailey Road, Patna - 800001</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered:</p> <p>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 hrs (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	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [10]</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): [40]</p> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) Key Experts' qualifications and competence for the Assignment:</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the</i></p>

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	<p><i>Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p>a) <i>Position K-1: Environmental Specialist</i> 20</p> <p>b) <i>Position K-2: Social Development Specialist</i> 20</p> <p style="text-align: right;">Total points for criterion (iii): 40</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): [20 %]</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : [70%]</p> <p>3)[If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): [10 %]</p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology): [normally, not to exceed 10 points] Total points for criterion (iv): [10]</p> <p style="text-align: right;">Total points for the five criteria: 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: 70</p>
23.1	An online option of the opening of the Financial Proposals is offered: No
25.1	For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	Proposals should be submitted in Indian Rupees only

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>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% P = 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, if any: Date: April 2020</p> <p>Address: Office of the Engineer-in-Chief Rural Works Department 5th Floor, Vishweshwaraiya Bhawan Off-Bailey Road, Patna - 800001.</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: www.rwdbihar.gov.in</p> <p>The publication will be done within 15 days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services: Date: May 2020 at Patna</p>

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[Signature]

[Signature]

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	Page Limit
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
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 initialled by the same authorized representative of the Consultant who signs the Proposal.

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FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for 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.

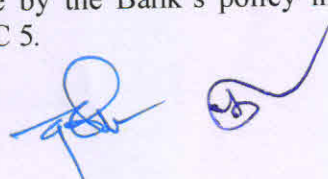
{OR

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.

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- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

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FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

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FORM TECH-3

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

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FORM TECH-4

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

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

{Suggested structure of your Technical Proposal:

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

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

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Form T-100

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR THE STUDY OF THE T-100

Form T-100 is a description of the approach, methodology, and work plan for the study of the T-100. It includes a description of the approach, methodology, and work plan for the study of the T-100. It also includes a description of the approach, methodology, and work plan for the study of the T-100.

Suggested structure of your T-100 report:

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

Technical Approach and Methodology (Please describe your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR). The technical approach, and the methodology you will use to achieve the objectives, should be described in detail. Please include a description of the approach, methodology, and work plan for the study of the T-100.

Work Plan (Please outline the plan for the implementation of the study. This should include a description of the approach, methodology, and work plan for the study of the T-100. It should also include a description of the approach, methodology, and work plan for the study of the T-100.

Organization and Staffing (Please describe the organizational structure of your team, including the list of the key personnel, their roles, and relevant technical and administrative support staff.)

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	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.



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FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

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

 Full time input
 Part time input




**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

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Adequacy for the Assignment:

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

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

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available 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

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Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

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FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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



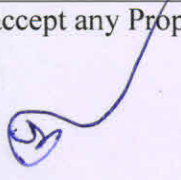
Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

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Power of Attorney

FORM FIN-2 SUMMARY OF COSTS

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




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Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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Handwritten signature and initials in blue ink.

**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/Year	Proposed Fixed Rate per Working Month/Day/Year ¹
Home Office									
Client's Country									

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

ant Total 40

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	{Local Currency- as in FIN-2}	
	{e.g., Per diem allowances**}	{Day}				
—	{e.g., International flights}	{Ticket}				
—	{e.g., In/out airport transportation}	{Trip}				
	{e.g., Communication costs between Insert place and Insert place}					
	{e.g., reproduction of reports}					
	{e.g., Office rent}					
					
	{Training of the Client's personnel – if required in TOR}					
					Total Costs	

Legend:

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

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Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

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Section 6. Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

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

“Fraud and Corruption

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;

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.

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(v) "obstructive practice" is

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (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.

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

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.

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Section 7. Terms of Reference

I. TOR for Environmental Management and Safeguard Specialist

Introduction

1. *Mukhya Mantri Gram Sampark Yojana* (MMGSY) was launched by Government of Bihar, with the aim of providing good quality all weather single connectivity to every eligible habitation with a population of 250 and above and all other habitations which have not been covered under any phase of *Pradhan Mantri Gram Sadak Yojana* (PMGSY). The broad objective of the program is to reduce poverty and promote shared prosperity over time. The program also seeks to help the state of Bihar achieve the targets set out as part of Sustainable Development Goals (SDGs).
2. The program is being coordinated at the state level by the Bihar Rural Road Development Agency (BRRDA), Patna on behalf of the Rural Works Department (RWD), Government of Bihar. At the district level, the program is being planned, coordinated, and implemented through executing agencies known as Program Implementation Units (PIUs).
3. The World Bank is supporting MMGSY through technical assistance and through a lending operation. Currently, the Bank is financing MMGSY through 'Bihar Rural Roads Project'. The project development objective is to improve rural road connectivity in project/participating districts and enhance management of rural roads in Bihar. In line with Bank's Operational Policy Requirements and as mentioned in the loan covenants, the project must adhere to environment management and safeguards requirements as set out in the Project Appraisal Document, Environment Management Framework (EMF) and Environmental Codes of Practice (ECoPs).
4. To support Govt. of Bihar in adhering to the environmental requirements of the project, BRRDA/RWD now intends to invite proposals from an experienced individual consultant to provide the services as a full time Environment Management and Safeguards Expert.

Objectives of the Assignment

5. To support BRRDA in managing the environment, health and safety aspects of the project in their entirety. The key objectives of deploying an experienced Environmental Expert at BRRDA/RWD for Bihar Rural Road Project (BRRP) are:
 - a) Assist BRRDA in applying environmental management requirements (including health and safety) as stated in the EMF/ECoPs to the preparation of Detailed Project Reports and design of road works proposed under Bihar Rural Road Project (BRRP).
 - b) Facilitate BRRDA in identifying gaps/deficiencies, if any in addressing site specific requirements as part of the sub-project preparation process.

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- c) Support BRRDA in implementing environmental, health and safety requirements during execution of works.
- d) Conducting periodic training/sensitization of key implementation agencies on environment, health and safety management.
- e) Ensure regular reporting and documentation of various activities/actions taken by the project related to environmental management.

I. Environmental Specialist

- 6. The assignment entails, but is not limited to, the following key tasks:
 - a) Support BRRDA towards ensuring application of EMF/ECOPs during design and DPR preparation of road works under BRRP. This will include thorough review of Detailed Project Reports (DPRs) to ensure incorporation of site-specific environmental, health and safety (EHS) requirements.
 - b) Review of all environment related outputs, including Environment Screening Checklists, Detailed Project Reports, Bidding Documents, Progress Reports submitted by PIUs/Consultants, Presentations and letters/correspondence associated with the project/subject. The objective of such reviews would be to: (i) verify appropriateness of facts and figures (ii) identify gaps/issues and; (iii) suggest immediate corrective actions, as necessary. Any good practices should also be noted for either project records or for dissemination, as appropriate.
 - c) Based on the review of environment screening checklists/reports submitted by the PIUs/DPR consultants, the expert will suggest/make corrections as necessary.
 - d) Compilation of Environmental Screening Data/Information (as per the format agreed with the World Bank) for all roads under BRRP and preparation of a summary report, which upon approval shall be 'disclosed' on public domain.
 - e) Ensure incorporation of climate resilience aspects and natural resource efficiency gains in DPRs/engineering design for road works.
 - f) Guide/support/undertake the preparation of Environmental Management Plans, as necessary for proposed sub-projects and ensure that such plans are integrated into the Bidding/Contract Documents. A close coordination will be required with Procurement Experts/Team Members involved with Tender Invitation and Award.
 - g) Estimation of GHG emissions from construction and maintenance of roads and reduction in the footprint on account of adopting natural resource efficiency, use of alternative materials, innovative designs, construction technologies and other such measures under BRRP.
 - h) Lead the compilation and documentation of details related to innovative road construction technologies and alternative materials used in road works under BRRP.
 - i) Undertake field visits as necessary to support the above tasks. Sample checks of minimum 25 percent of total DPRs and Contract Documents (of earlier batches) should be carried out to verify whether the said document/s appropriately capture site specific

issues and recommend "how" to address gaps during DPR revision or execution of works, depending upon the stage of sub-project.

- j) Preparation of a standalone field visit note for each sub-project visited or a meeting held in the field. Such notes must be submitted to the Reporting Officer/BRRDA within two working days from the completion of site visit.
- k) Undertake/organize, participate and contribute to, consultations and meetings with project-affected people and state level agencies/departments involved/associated with the EHS issues/activities of the project to better understand the issues at the ground level and recommend appropriate actions based on the findings from such exercises. Coordination between Environment and Social Experts of BRRDA and that with PIUs should be maintained during such interactions/events/meetings.
- l) Provide guidance to BRRDA/PIUs/Contractors for obtaining regulatory clearances, including and consents from SPCB as applicable, in a time bound manner.
- m) Support BRRDA to ensure proper implementation of EMF/ECOPs during execution of road works under BRRP. Provide guidance to PIUs and Contractors on the implementation of environmental management measures as provided for in the ECoPs/EMPs/Regulatory Permissions.
- n) Supervision, monitoring and support to implementation of environmental management measures during construction and maintenance of rural roads. Periodic visits shall be made, and site visit reports submitted to the Reporting Officer/BRRDA within two working days from the completion of site visit. This would entail use of systematic EHS audit checklists for construction and operation/maintenance stages.
- o) Participate in the Implementation Support Missions of the World Bank and contribute to mission's planning.
- p) Prepare status update and compliance note/action taken report for observations/key actions identified by Implementation Support Mission/s of the World Bank.
- q) Capacity building of BRRDA, PIU officials, DPR consultants and Contractor's personnel for implementation of the EMF/ECOPs through regulator sensitization and by organizing training workshops.
- r) Preparation of due diligence/EHS statements/reports and Closure Report on Environment Management for each tranche/phase/batch of the project roads.
- s) Monthly/quarterly reporting, presentations and other documentation of environment management aspects for works and activities under the project.
- t) Contribute to documentation (notes, articles, communication material) and dissemination of good practices and lessons learnt on environment management.

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Deliverables

7. While the table below presents key deliverables and timelines for this assignment, these are only indicative in nature. Other specific deliverables in line with the scope of services may be sought by BRRDA/RWD, as and when needed.

S.No.	Activity/Task	Deliverable
1.	Review of Detailed Project Report/s	Stand-alone note for each document reviewed
2.	Review of Bidding/Contract Documents	
3.	Review of Progress Reports (submitted by PIUs/Consultants)	
4.	Preparation/Review of Environment Screening Checklists	Note on Gaps and Corrected Checklists and EMPs
5.	Preparation/Review of Environment Management Plan/s	
6.	Preparation of Training Material and Report	Separately for each event
7.	Collated Environment Screening Data and Report	Separately for each tranche/phase of works
8.	Report on incorporation of Climate Resilience Measures	
9.	Report on Natural Resource Efficiency/Innovative Technologies	
10.	Report of GHG Estimation	
11.	EHS Statement and Closure Report	
12.	Site/field visit Reports, including consultations/meetings	Separate Note for each road/meeting
13.	Monthly/Quarterly Reports on Environment Management	For each Month/Quarter
14.	Status Report, including Action Taken Update/Reports	For Bank Missions
15.	Presentations and Other Forms of Communications	For Bank's ISM and Review Meetings of GoB

Qualification and Experience

- 1) The candidate must have a master's degree in Environmental Sciences/Studies/ Engineering/Planning from a recognized university in India or abroad.
- 2) Must have at least 7 years of experience in preparing Environmental Impact Assessment and Environment Management Plans for infrastructure projects, particularly linear projects such as roads and highways.
- 3) The candidate must have experience in implementing and monitoring Environmental Management Plans (EMPs) of linear infrastructure projects.
- 4) He or she should be fully familiar with environment, health and safety risks, issues and legal/regulatory requirements associated with road projects.

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- 5) The candidate must essentially have good writing and verbal communication skills in English and Hindi.

Other competencies required for this position include:

- Experience of working on externally funded infrastructure projects and have working knowledge of the World Bank's Operational Policy 4.01 (Environment Assessment) and 4.11 (Physical Cultural Resources) will be desirable.
- Knowledge and hands-on experience with report writing, presentations and documentation will be of added advantage.
- Ability to identify and analyse key points in verbal and numerical information, evaluate alternatives objectively and make sound, logical and well-argued judgments taking on board the impact of decisions;
- Should demonstrate capacity to focus on priorities and organize work to deliver on time.
- Should have the ability to work both independently and as part of a team
- Have a sense of responsibility and initiative.

II. Social Development Specialist

Educational & Professional Requirements- The candidate should have a master's degree in social science or equivalent from a recognized university in India or abroad, and have at least 7 years of experience in preparing, implementing and monitoring social safeguards and social development schemes associated with infrastructure projects. He or she should have knowledge and hands on experience with statistical sampling. He or she should be fully familiar with the Right to Fair Compensation and Transparency in Land Acquisition, Resettlement and Rehabilitation Act 2013 (RCFTLARR Act, 2013) and land-related legal provisions in central/state government-sponsored rural development schemes. Experience in externally funded infrastructure projects and working knowledge of the World Bank's Operational Policies 4.10 (Indigenous Peoples), 4.11 (Physical and Cultural Resources), 4.12 (Involuntary Resettlement) and 4.20 (Gender and Development) would be desirable.

The Consultant will:

- a) Assist the State Implementation Agency in reviewing and scrutinizing the records of community participation generated by Project Consultants and verifying the records through field visits to the project affected communities. (at least one from each District and minimum 25% of the total DPRs) to assess whether CPF (Community Participation Framework) requirements have been generally met.
- b) Ensure involvement of the affected people and community groups in assessing the same;
- c) Prepare approach and methodology for monitoring and evaluating project impacts on project affected communities;

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- d) Review and verify, on a sample basis, the progress of community consultation for subproject preparation through review of documentary evidence as required by the CPF
- e) Verify, on a sample basis, the monitoring indicators collected by the PIUs on the performance of community participation. Visit sub project sites on a regular basis and hold participatory consultations with the project-affected people and communities at large focusing on ensuring that all segments of the communities, especially the vulnerable sections, are being regularly consulted and their feedback is taken into account in planning and implementation of activities.;
- f) Based on the review and verification, evaluate the effectiveness of the community consultation process, and recommend improvements to the CPF procedures, particularly with respect to reporting and monitoring requirements;
- g) Prepare due diligence reports based on items (a) – (f) for all project tranches;
- h) Provide training and support to PIUs in implementing and monitoring social safeguard measures in the project;
- i) Provide training and support to PICs in performance of their tasks on social safeguards as needed;
- j) Prepare Social Impact Assessment (SIA) reports for each batch of project roads, and ensure that all impacts are properly identified and plans for mitigating those impacts that need to be mitigated are prepared and implemented.
- k) Review the effectiveness of the available Grievance Redressal Mechanism (GRM) and, from time to time, based on the analysis of grievances received and addressed / not addressed, recommend measures to strengthen the GRM. The consultant will also recommend measures to raise awareness about the GRM amongst concerned stakeholders and ensure that grievances received are effectively addressed and complainants' feedback on whether their grievances have been satisfactorily addressed or not is proactively sought and recorded. The consultant will also prepare quarterly reports on implementation of the GRM and share the same with the PIU, PICs and the World Bank
- l) Review and strengthen gender actions at project level as well as at the community levels

Reporting Arrangements

8. BRRDA will supervise the consultancy and provide acceptance note for various deliverables. The Consultant will report to Mr Nalin Kumar Sinha, Project Director, Bihar Rural Roads Project (BRRP) for all deliverables mentioned in this ToR.

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Duration of the Assignment

9. The assignment will be for 24 months starting from May 2020 but will be subjected to performance review after six months of probation. The performance review shall consider the quality and timeliness of outputs expected under this assignment.

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Reference to the Assignment

The assignment was made by the Board of Directors of the Corporation on the 12th day of January, 1922, and the same was approved by the stockholders of the Corporation on the 12th day of January, 1922.

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PART II

Section 8. Conditions of Contract and Contract Forms

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PART II

Section 2. Conditions of Contract and General Terms

Handwritten signature and initials at the bottom of the page.

CONTRACT FOR CONSULTING SERVICES

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*¹.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

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

3. **Payment**
 - A. Ceiling
For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

- B. Schedule of Payments

The schedule of payments is specified below²:

[insert detailed list of payments specifying amount of each installment,

¹ Avoid use of "P.O. Box" address

² Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

- Material** prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software³.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be⁴ *[insert language]*
- 13. Dispute Resolution⁵** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
 - (b) If the Consultant becomes insolvent or bankrupt;

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

⁴ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

⁵ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

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- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

LIST OF ANNEXES

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

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