

**SELECTION OF CONSULTANT**

**EXPRESSION OF INTEREST  
CUM  
REQUEST FOR PROPOSAL**

EOI CUM RFP NO- BRRDA (HQ)-MMGSY  
(NDB)-137/19

PROJECT MANAGEMENT  
CONSULTANCY FOR MMGSY  
FUNDED BY NDB IN THE STATE  
OF BIHAR

RURAL WORKS DEPARTMENT  
GOVERNMENT OF BIHAR

(INDIA)

ISSUED ON 7<sup>th</sup> OCTOBER 2020



## DISCLAIMER

1. The information contained in this Expression of Interest cum Request for Proposal document ("EOI cum RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this EOI cum RFP and such other terms and conditions subject to which such information is provided.
2. This EOI cum RFP document is neither an agreement nor an offer by the Rural Works Department (RWD) to the prospective Applicants or any other person. The purpose of this EOI cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this EOI cum RFP.
3. RWD does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI cum RFP document and it is not possible for RWD to consider particular needs of each party who reads or uses this EOI cum RFP document. This EOI cum RFP includes statements which reflect various assumptions and assessments arrived at by RWD in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this EOI cum RFP document and obtains independent advice from appropriate sources.
4. RWD will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI cum RFP document, any matter deemed to form part of this EOI cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of RWD or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. RWD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this EOI cum RFP.
5. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
6. RWD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI cum RFP



7. RWD will not be responsible for any delay in receiving the proposals. The issue of this EOI cum RFP does not imply that RWD is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and RWD reserves the right to accept / reject any or all of proposals submitted in response to this EOI cum RFP document at any stage without assigning any reasons whatsoever. RWD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the EOI cum RFP Application.
8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
9. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. RWD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
10. RWD reserves the right to change / modify / amend any or all provisions of this EOI cum RFP document. Such revisions to the EOI cum RFP amended will be made available on the website of RWD.



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## **PART- I**

### **Section-1. Letter of Invitation**

#### **RETENDER**

**EOI cum RFP No. -BRRDA (HQ)-MMGSY (NDB)-137/19**

Dated the 07.10.2020  
Vishweshwaraiya Bhawan, Patna

Dear Mr./ Ms.

1. The Board of Directors of New Development Bank (NDB) approved Bihar Rural Roads Project ("the Project"), a Multi- Tranche Financing Facility (MFF) of up to USD 350 million to Government of India (GoI) on May 28, 2018. The facility is being used by GoI for on-lending to the Government of Bihar (GoB), for upgrading rural roads in the state of Bihar to provide road connectivity to the rural population. The Bihar Rural Roads Development Agency (RWD), an implementing agency of the RWD, intends to apply a portion of the proceeds of this MFF to eligible payments under the contract towards the consulting services: Project Management Consultancy Services for MMGSY funded by NDB in the state of Bihar for which this Request for Proposals is issued.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Project Management Consultancy Services for MMGSY funded by NDB in the state of Bihar. More details on the Services are provided in the Terms of Reference (Section-7).
3. This Expression of Interest cum Request for Proposal (EOI cum RFP) is open to all those consultants who are interested to participate in the bidding provided they meet eligibility criteria.
4. A firm will be selected under Quality and Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this EOI cum RFP.



5. The EOI cum RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Pre-Qualification and Technical Proposal FTP - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Eligible Countries
- Section 6 - Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract Lump-Sum

6. Details on the proposal's submission date, time and address are provided in the Clause 17.4 of the ITC.

Yours sincerely,



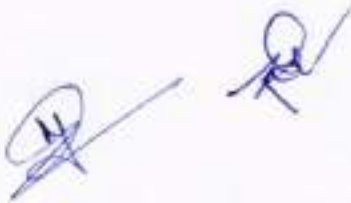
**Engineer in Chief**

Rural Works Department

5<sup>th</sup> Floor, Vishweshwaraiya Bhawan

Off-Bailey Road, Patna - 800001

E-mail: [mmgsyrwd@gmail.com](mailto:mmgsyrwd@gmail.com)



## 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 EOI cum 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 New Development Bank
- (e) "Borrower" means the Government, Government agency or other entity that signs the [loan/financing/grant] 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-consultant or Joint Venture member(s).
- (l) "Government" means the Government Of Bihar
- (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 EOI cum RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) "LOI" (this Section 1 of the EOI cum RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) "EOI cum RFP" means the Expression of Interest cum Request for Proposals to be prepared by the Client for the selection of Consultants, based on the EOI cum RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (v) "TORs" (this Section 7 of the EOI cum 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 in accordance with the method of selection specified in the **Data Sheet**.

2.2 The interested 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, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting activities**

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



- b. **Conflicting assignments**
- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
- c. **Conflicting relationships**
- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
4. **Unfair Competitive Advantage**
- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this EOI CUM 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, Consultants shall permit and shall cause their agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.
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. **Conflicting activities**

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) 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 EOI cum RFP in detail. Material deficiencies in providing the information requested in the EOI cum 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 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 EOI CUM RFP**
- 13.1 The Consultant may request a clarification of any part of the EOI cum RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the EOI cum RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the EOI cum RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge

receipt of all amendments in writing.

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

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

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

14.1 While preparing the Proposal, the 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 with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

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 Proposal Format and Content**
- 15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive
- 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 15.2 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 EOI cum RFP
- 16. Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the EOI cum 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. Submissions, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals**
- 17.3 The original proposal (Pre-Qualification Proposal, Technical Proposal and, if required, Financial Proposal; see Clause 2.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed





the proposal must initial such corrections. Submission letters for Pre-Qualification, Technical and Financial Proposals should respectively be in the formats FORM PQ-1 and TECH-1 of Section 3, and FIN-1 of Section 4

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

17.4.3 In case of a Joint Venture, submission letters 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. The submission letters and the power of attorney shall accompany the Technical Proposal.

17.5 The Pre-Qualification & Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate and should be hard bound. The proposals received without hard bound shall not be evaluated and shall be considered non-responsive. The Proposals shall be sent to the addresses referred to in Clause 17.5 and in the number of copies indicated in the Data Sheet. All required copies of the Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Proposal, the original governs.

17.3.1 The Proposals addressed to the Authority as mentioned in the Data Sheet shall be submitted in three separate sealed covers (with respective marking in bold letters) following the formats/schedules given for respective proposal.

17.3.2 The first cover marked "Pre-Qualification Proposal" in one separate envelope, viz., Cover-1 must be sealed properly and clearly marked with the Title of the Consultancy Services as mentioned in the Data Sheet. This cover should contain the following documents:

17.3.2.1 Pre-Qualification Proposal

- PQ-1: Pre-Qualification Proposal Submission Form
- PQ-2: Particulars of the Applicant

- PQ-3: Power of Attorney for Signing of Proposal
- PQ-4: Format for Letter of Association
- PQ-5: Minimum Eligibility Experience
- PQ-6: Financial Capacity of Applicant

17.3.3 The second cover marked "Technical Proposal" in a separate envelope, viz., Cover-2 must be sealed properly and clearly marked with the Title of the Consultancy Services as mentioned in the Data Sheet. This cover should contain the following documents:

17.3.3.1 Technical Proposal

- TECH-1: Technical Proposal Submission Form
- TECH-2: Consultant's Organization and Experience
- TECH-3: Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.
- 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)

17.3.4 The Applicant shall prepare two copies of the Pre-Qualification and Technical proposal (one clearly marked as "ORIGINAL" and the other as "COPY") to be submitted to the Authority along with soft copy (CD/DVD/Pen drive) of the Technical Proposal.

17.3.5 The Proposal and its copy shall be typed or written in indelible ink, hard bound and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. Each page of the proposal should be numbered serially given an index of submissions. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:



- By a partner, in case of a partnership firm and/or a limited liability partnership; or
- By a duly authorized person holding the Power of Attorney, in case of a Limited Company/Private Limited Company or a Corporation; or
- By the Authorised Representative of the Lead Member, in case of Consortium; or
- By a person authorized through a General or Specific Board Resolution for signing proposals; Certified True Copy of such resolution in the hands of a Director of the Company shall be submitted for this purpose.

17.3.6 The Third cover marked "Financial Proposal" in another separate envelope, viz., Cover-3 must be sealed properly and clearly marked with the Title of the Consultancy Services as mentioned in the Data Sheet. This cover should contain the contents as below:

17.3.6.1 Financial Proposal

- FIN-1: Financial Proposal Submission Form
- FIN-2: Summary of Costs
- FIN-3: Breakdown of Remuneration
- FIN-4: Breakdown of Other expenses

17.3.6.2 Applicants shall submit the financial proposal in the proposed formats clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the case of discrepancy between figures and words in the financial proposal, the lower of the two shall be considered.

17.3.6.3 While submitting the Financial Proposal, the Applicant shall ensure the following:

- All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (field and office etc.) and reimbursable component as mentioned in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the



Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- The Financial Proposal shall take into account all expenses and tax liabilities except GST which shall be paid at applicable rates. For the avoidance of doubt, it is clarified that all taxes except GST shall be deemed to be included in the costs shown in the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- Costs shall be expressed in INR.

17.3.7 The sealed envelopes Cover 1, 2 and 3 should again be placed in a separate sealed outer envelope, which shall be clearly marked with the Title of the Consultancy Services, as mentioned in the Data Sheet, RFP No., name and address of the applicant, and proposal submission date and received as per the timeline mentioned in Date Sheet and addressed to the Official mentioned in Data Sheet. It shall bear on top, the following: "Do not open, except in presence of the Authorised Person of the Authority".

17.3.8 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant. Authority may also choose not to open the envelop and return the same treating as "Not Qualified".

17.3.9 The Applicants are advised in their own interest to ensure that completed Proposals reaches the office of Authority at the address mentioned well before the dates stipulated in the document.

17.3.10 Proposals submitted through Speed post/ Courier/ Hand delivered shall be accepted. Proposals submitted through Telex / Telegraphic / Fax / email will not be considered and summarily rejected. Proposals received after the date and time stipulated in this RFP shall not be considered and shall be summarily rejected. Any proposal received after the closing time for submission of proposals shall be returned unopened. The Authority shall not be responsible for delayed receipt of Proposals.



17.3.11 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- The Technical Proposal is received in the forms specified in this RFP
- It is received by the Proposal Due Date including any extension there of pursuant to as mentioned in data sheet.
- it is signed, sealed, bound in hard.
- It is accompanied by the Power of Attorney.
- It contains all the information (complete in all respects) as requested in the RFP;

17.3.12 The Pre-Qualification Proposal will be opened by the Authorized Representative first immediately after the deadline for their submission, the eligibility of Applicants will be verified based on the eligibility information mentioned in Data Sheet and provided by the Applicants as per the formats given in this RFP. Subsequently, the Technical Proposal of only those applicants found eligible and satisfying the minimum eligibility criteria shall be evaluated and scored based on the marking criteria mentioned Data Sheet. The envelopes with the Financial Proposal shall remain sealed and securely stored. It may be noted that the Financial Proposal shall be opened in the presence of the shortlisted Applicants Representative who choose to attend.

**Confidentiality**

17.3 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.

17.4 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions

may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

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

**Opening of  
Technical  
Proposal**

18.3 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' (Shortlisted at Pre-Qualification Stage) 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.

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

**Proposal  
Evaluation**

19.3 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.

19.4 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.

**Evaluation of  
Technical  
Proposals**

20.3 The Client's evaluation committee shall evaluate the Proposals on the basis of their responsiveness to the Terms of Reference and the EOI cum 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 EOI cum RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**

**Financial Proposals for QBS**

- 21.3 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.
- 21.4 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

**Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**

- 22.3 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 EOI cum RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 22.4 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.

**Correction of Errors**

- 23.3 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** 24.3.1 If a Time-Based contract form is included in the EOI cum 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** 24.3.2 If a Lump-Sum contract form is included in the EOI cum 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.
- Taxes** 24.4 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**.
- Conversion to Single Currency** 24.5 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**.
- Combined Quality and Cost Evaluation**
- a. **Quality and Cost-Based Selection (QCBS)** 24.6 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)** 24.7 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.



- 24.8 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the EOI CUM RFP, and invite such Consultant to negotiate the Contract
- c. **Least Cost Selection (LCS)** 24.9 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**

- Negotiations** 24.10 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.
- 24.11 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- a. **Availability of Key Experts** 24.12 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.
- 24.13 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** 24.14 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** 24.15 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.

24.16 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated

24.17 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.

**5 Conclusion of Negotiations**

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

25.4 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.

**6 Award of Contract**

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

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



Instructions to Consultants (ITC)

**E. Data Sheet**

<b>A. General</b>		
S. No.	ITC Clause Reference	
1	1 (c)	Republic of India
2	2.1	<b>Name of the Client:</b> Rural Works Department, Government of Bihar <b>Method of selection:</b> Quality and Cost Based Selection (QCBS)
3	2.2	<b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes  <b>The name of the assignment is:</b>  Project Management Consultancy support under NDB assisted Bihar Rural Roads Project (BRRP) i.e. MMGSY Program in the state of Bihar
4	2.3	<b>A pre-proposal conference will be held:</b> No.  Pre bid Queries may be sent no later than 16/10/2020 until 15:00 Hrs through E Mail to mmgsyrwd@gmail.
5	4.1	N/A
6	2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: see TOR in details.
<b>B. Preparation of Proposals</b>		
8	9.1	<b>This EOI cum RFP has been issued in the English language.</b>  <b>Proposal shall be submitted in English.</b>  <b>All correspondence exchange shall be in English language.</b>
9	10.1	<b>The Proposal shall comprise the following:</b>  <b><u>FULL TECHNICAL PROPOSAL (FTP):</u></b> <b>1<sup>st</sup> Pre-Qualification Proposal:</b>  (1) PQ-1 (2) PQ-2 (3) PQ-3

		<p>(4) PQ-4  (5) PQ-5  (6) PQ-6</p> <p><b>2<sup>nd</sup> Technical Proposal:</b>  (1) Power of Attorney to sign the Proposal  (2) TECH-1  (3) TECH-2  (4) TECH-3  (5) TECH-4  (6) TECH-5  (7) TECH-6</p> <p><b>3<sup>rd</sup> Financial Proposal</b>  (1) FIN-1  (2) FIN-2  (3) FIN-3  (4) FIN-4</p> <p>Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10	10.2	Statement of Undertaking is required : Yes
11	11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible : No
12	12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline.
13	12.4	Consultants will be notified about the validity extensions – by email.
14	13.1	<p>Clarifications may be requested no later than one day before the pre-proposal conference.</p> <p>The address for requesting clarifications is <a href="mailto:mmgsyrwd@gmail.com">mmgsyrwd@gmail.com</a></p> <p>Clarifications sent through any other medium shall not be accepted.</p>
15	13.2	Not Applicable
16	14.1.1	Not Applicable
17	14.1.2	Estimated input of Key Experts+ Support Staff ' time-input: 360 Person-months of Key Professionals + 108 Person-months of Support Staff
18	14.1.3 for time-based contracts only	N/A
19	14.1.4 and 27.2 use for Fixed Budget method	NA
20	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 EOJ cum RFP</p>

		requirements.
21	16.1	<p>Reimbursable Expenses:</p> <p>(1) a per diem allowance, including hotel, for experts for every day of absence from the home/ office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) communications costs;</p> <p>(4) cost of reports production (including printing) and delivering to the Client;</p> <p>(5) other allowances where applicable and provisional or fixed sums (if any).</p>
22	16.2	<p><b>A price adjustment provision applies to remuneration rates:</b></p> <p>Applicable</p>
23	16.3	<p><b>Information on the Consultant's tax obligations in the Client's country can be found in service tax and income tax act of India (Taxes shall be indicated separately in the financial proposal).</b></p>
24	16.4	<p><b>The Financial Proposal shall be stated in the following currencies:</b></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><b>Financial Proposal should state local costs in the Client's country currency (local currency): Yes</b></p>
<b>C. Submission, Opening and Evaluation</b>		
25	17.1	<p>The Consultants "shall" submit their Proposals in Hard copy only (electronic submission not acceptable).</p>
26	17.3	<p>Consultant must submit the original and one copy of the Pre-Qualification Proposal, Technical Proposal, and the original of the Financial Proposal</p>
27	17.5	<p><b>The Proposal submission address is:</b>  <b>Engineer in Chief</b>  <b>Rural Works Department</b>  <b>5<sup>th</sup> Floor, Vishweshwaraiya Bhawan</b>  <b>Off-Bailey Road, Patna - 800001</b>  <b>E-mail: mmgsyrwd@gmail.com</b></p> <p><b>The Proposals must be submitted no later than:</b>  <b>Date: [06/11/2020] Time: 15:00 hrs (Local Time)</b></p>
28	19.1	<p><b>Opening of the Pre-Qualification Proposal will be conducted at the following Address:</b></p> <p><b>Date: [06/11/2020]</b>  <b>Time: 15:30 Hrs (local time)</b>  <b>Engineer in Chief</b></p>

		Rural Works Department 5 <sup>th</sup> Floor, Vishweshwaraiya Bhawan Off-Bailey Road, Patna - 800001. E-mail: mngsyrd@gmail.com								
29	19.2	<b>In addition, the following information will be read aloud at the opening of the Pre-Qualification proposals:</b>  N/A.								
30	21.3 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Proposal:</p> <p><b>1<sup>st</sup> Pre-Qualification Proposal:</b></p> <p>a) An Applicant or member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956/ 2013 or a body corporate incorporated under the applicable laws of its origin.</p> <p>b) Past experience in carrying out the Program Management Services, Contract Management, Procurement/Transaction Advisory, Institutional/Capacity Building in roads and linear infrastructure as a lead firm funded by multilateral external funding agencies/central government agencies/state government agencies over the past (7) years.</p> <p>c) Annual turnover of the firm for at least the last three years. (FY 16-17, 17-18, 18-19) showing at least average annual turnover equivalent to INR 25.00 Cr.</p> <p>d) An undertaking by the bidder should not have been blacklisted /debarred/terminated/ declared having dissatisfactory performance with any state/central government organization/PSU Organization/bilateral/multilateral funding agencies.</p> <p>Note: The Pre-Qualification Proposal should contain sufficient supporting documents to substantiate the claim of the consultant towards their qualification as per the short listing criteria.</p> <p><b>2<sup>nd</sup> Technical Proposal:</b></p> <table border="1"> <thead> <tr> <th>Sl.No</th> <th>Criteria</th> <th>Requirement</th> <th>Marks Assigned</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sl.No	Criteria	Requirement	Marks Assigned				
Sl.No	Criteria	Requirement	Marks Assigned							

1.	Firm Size	Average Annual Turnover, over the three preceding financial years (FY 17-18, 18-19, 19-20 from consultancy business in Infrastructure projects in India certified by CA. $\geq 25$ Cr: 5 Marks. Note: The Turnover requirement as mentioned above should not include IT implementation / Audit projects.	5
2	Specific experience of the Consultant (as a firm) relevant to the Assignment	Project Management Consultancy Services in roads and linear infrastructure funded by multi-lateral external funding agencies/ central Govt. agencies/ State Govt. Agencies over the past 7 years	20
3	Quality of Approach & Methodology	Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs)	15
4	Key Experts' qualifications and competence for the Assignment	As per TOR	60
TOTAL			100

**Key Experts' qualifications and competence for the Assignment: 60**

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

Position	Designation	Marks
Position K1	Team Leader	12
Position K2	Procurement Specialist	6
Position K3	Contract Specialist	6
Position K4	Program Management Specialist	6
Position K5	Environmental Safeguard Specialist	6
Position K6	Social Safeguard Specialist	6
Position K7	Financial Specialist	6
Position K8	Road Sector Specialist	4
Position K9	Road Sector Specialist	4
Position K10	Road Sector Specialist	4

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

60

		<p><b>Total points for the three criteria: 100</b></p> <p>.....</p> <p><i>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</i></p> <ul style="list-style-type: none"> <li><i>a. General qualifications (general education, training, and years of experience): 20 %</i></li> <li><i>b. Adequacy for the Assignment (experience in the sector/similar assignments, experience as requested in the EOI CUM RFP ): 70%</i></li> <li><i>c. Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%</i></li> </ul> <p><b>The minimum technical score (St) required to pass is: 70</b></p>
31	21.1 [for STP]	NA
32	23.1	The date, time and place for opening of the financial proposal will be communicated to bidders through email.
33	23.2	Bidders can witness of opening financial proposals, if they wish so.
34	25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
35	26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is <b>Indian Rupee (INR)</b></p> <p>The official source of the selling (exchange) rate is: <b>State Bank of India, New Delhi BC Selling Rate of Exchange</b></p> <p>The date of the exchange rate is: <b>Deadline for submission of the proposal.</b></p>
36	27.1 (QCBS only)	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p>



		<b>T = 0.8 (80%), and P = 0.2 (20%)</b>
		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: $S = St \times T\% + Sf \times P\%$ .
<b>D. Negotiations and Award</b>		
37	28.1	<b>Expected date and address for contract negotiations, if any:</b> <b>Date:</b> December, 2020  <b>Address:</b> To Engineer in Chief Rural Works Department 5 <sup>th</sup> Floor, Vishweshwaraiya Bhawan Off-Bailey Road, Patna - 800001.
38	30.2	<b>Expected date for the commencement of the Services:</b> January, 2021

### Section- 3

#### Pre-Qualification Proposal – Standard Forms

##### FORM PQ -1: Pre-Qualification Proposal Submission Form

[On the Letter head of the Applicant (Lead Member of Consortium)]

Ref No:

Date:

To

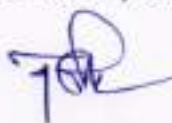
The Engineer in Chief  
Rural Works Department  
Government of Bihar.

Subject: Submission of Pre-Qualification Proposal in response to your EOI cum RFP for "Project Management Consultancy Services for NDB funded MMGSY in the State of Bihar"

Dear Sir,

1. With reference to your EOI cum RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification proposal for Selection for "Project Management Consultancy Services for NDB funded MMGSY in the State of Bihar". The Proposal is unconditional.
2. We are submitting our Proposal as [sole applicant/Consortium] [with] [insert a list with full name and address of other member of consortium].
3. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
4. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form PQ-3.
5. I/We agree to keep this offer valid for 120 (One Twenty) days from the PDD specified in the RFP.
6. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
7. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

8. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
9. I/We declare that:
  - a. I/We have examined and have no reservations to the EOI RFP Document, including any Addendum issued by the Authority;
  - b. I/We do not have any conflict of interest in accordance with the terms of the EOI cum RFP Document;
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the EOI cum RFP document, in respect of any tender or request for Proposal issued by or any agreement entered into with any public sector enterprise or any government, Central or State; and
10. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the EOI cum RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
11. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with clauses of the EOI cum RFP document.
12. I/We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.
13. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our affiliates.
14. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Rural Work Department, Government of Bihar in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Study.
15. I/We agree and understand that the Proposal is subject to the provisions of the EOI cum RFP document. In no case, shall I/we have any claim or right if Proposal is not opened or rejected.



16. In the event of my/ our firm being selected as the Consultant, I/we agree to enter into a Contract in accordance with conditions of the EOI cum RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
17. The Technical and Financial Proposals are being submitted in separate covers. This Pre-Qualification Proposal read with the Technical Proposal & Financial Proposal shall constitute the Application which shall be binding on us.
18. We understand you are not bound to accept any Proposal you receive.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the EOI cum RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

Three handwritten signatures in blue ink are present. The first signature on the left is a stylized, circular mark with a diagonal line. The middle signature is a more complex, looped scribble with a diagonal line. The signature on the right is a simple, wavy horizontal line.

**FORM PQ - 2: Particulars of the Applicant**

*(On the Letterhead of the Applicant)*

1.	State whether applying as Sole Applicant or Lead Member of a consortium:
	<p>State the following-</p> <p>Name of Sole Applicant/Lead Member of Consortium :</p> <p>Legal status :</p> <p>Country of incorporation :</p> <p>Registered address :</p> <p>Year of Incorporation :</p> <p>Year of commencement of business :</p> <p>Principal place of business :</p> <p>Name, designation, address and phone numbers of authorized signatory of Sole Applicant/Lead Member of Consortium</p> <p>Name :</p> <p>Designation Company :</p> <p>Address Phone No. Fax No. E-mail address :</p> <p>Name, designation, address and phone numbers of Key Contact Person of the Sole Applicant/Lead Member of Consortium</p> <p>Name :</p> <p>Designation Company :</p> <p>Address Phone No. Fax No. E-mail address :</p>



If the Applicant is a consortium, state the following for each of the other Member Firm:

- a) Name of the Firm
- b) Legal Status and country of incorporation.
- c) Registered address and principal place of business
- d) Name of key Contact Person
- e) Address
- f) Phone No.
- g) E Mail Address

For the Applicant, (in case of a consortium, for each Member), state the following information:

- i. In case of non-Indian Firm, does the Firm have business presence in India?

Yes/No

If so, provide the office address (es) in India.

- Has the Applicant or any of its associates been ever blacklisted /debarred/terminated/ declared having dissatisfactory performance with any state/central government organization/PSU Organization/bilateral/multilateral funding agencies.

Yes/No.

If answer to the above questions is yes, the Applicant is not eligible for this consultancy assignment

(Signature, name and designation of the authorized signatory) For and  
on behalf of

*Incorporation Certificate/Certificate of Registration of Sole Applicant/all members of Consortium as the case may be, to be enclosed.*



**FORM PQ - 3: Power of Attorney for Signing of Proposal**

Know all men by these presents, we..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms.....son/daughter/wife and presently residing at....., who is presently employed with us and holding the position of .....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant ..... including but not limited to signing and submission of all applications, Proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the **Rural Works Department, Government of Bihar**, representing us in all matters before the **Rural Works Department, Government of Bihar**, signing and execution of all contracts and undertakings consequent to acceptance of our Proposal and generally dealing with the **Rural Works Department, Government of Bihar** in all matters in connection with or relating to or arising out of our Proposal for the said work and/or upon award thereof to us till the entering into of the Contract with **Rural Works Department, Government of Bihar**.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF ....., 2020.

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized Accepted

(Signature, name, designation and address of the Attorney)

**Notes to Power of Attorney:**

- I. *To be executed by the Lead Member in case of a Consortium.*
- II. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- III. *The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.*
- IV. *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostle certificate.*
- V. *In case the Application is signed by an authorised Partner/Director of the Applicant, a certified copy of the Appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*





**FORM PQ - 4: Format for Letter of Association**

1. (To be forwarded on the letter head of the Consortium Partner)

Ref. No.:

Date:

To,

The Engineer-in-Chief  
Rural Works Department  
Government of Bihar

Subject: Letter of Association for "Consultancy Services Project management Consultancy Services for NDB funded MMGSY in the State of Bihar"

Dear Sir,

We, the undersigned, are pleased to associate with << Name and Address of Lead Member>> for the subject assignment.

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Application) satisfy the terms and conditions laid out in the EOI cum RFP document.

We have agreed that << Name and Designation of Authorised signatory of Lead Member>> shall act as our representative/ shall act as the representative of the consortium on its behalf and has been duly authorized to submit the EOI cum RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

We hereby, undertake to be associated for the entire duration of the assignment, and shall be jointly and severally responsible for the execution of this assignment, if selected.

Thanking You,

Yours Faithfully,

(Signature, name, designation and address, email address of authorised signatory of consortium Member)

## FORM PQ-5: MINIMUM ELIGIBILITY EXPERIENCE

### 1. Outline of Similar Project Experience:

Sl. No.	Assignment Name	Lead Firm (Y/N)	Client Name	Location	Project Fees (Rs. In crore)	Date of Commencement	Date of Completion	Proof Attached

Kindly attach Project Description Sheet (PDS) as per format given in FORM TECH-2 and Relevant Proofs (For completed Projects - Completion Certificate, For Ongoing Projects - Work Order/LOA/Agreement Copy/Engagement Letter or any other relevant document)

### FORM PQ-6: FINANCIAL CAPACITY OF APPLICANT

(To be enclosed by the Sole Applicant or Lead Member of the Applicant<sup>S</sup>)

Year	2016-17	2017-18	2018-19	Average
Rupees in Lacs				
Total Turnover#				
Net Worth#				

Date:

(Signature, name and designation of the Authorized signatory)

# The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.

**S Applicant to enclose Audited Balance Sheet and Profit & Loss account for last 3 years, i.e. FY 2016-17, 2017-18 and 2018-19.**



## Technical Proposal – Standard Forms

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

### CHECKLIST OF REQUIRED FORMS

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

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

## FORM TECH- 1

### TECHNICAL PROPOSAL SUBMISSION FORM

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{Location, Date}

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To:  
The Engineer-in-Chief,  
Rural Works Department, Government of Bihar  
5<sup>th</sup> Floor, Vishweshwariya Bhawan, Off Bailey Road, Patna - 800001

Dear Sirs:

We, the undersigned, offer to provide the consulting services for "Project Management Consultancy Services for MMGSY funded by NDB in the state of Bihar" in accordance with your EOI cum RFP dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the EOI CUM RFP: "We are hereby submitting our Proposal, which includes Pre-Qualification Proposal, Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/ or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.



- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by NDB or a debarment imposed by the NDB in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the NDB and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}; \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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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 Subconsultants 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 in the last [7] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture 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.
3. Past experience of externally funded engagements in the roads sector in Bihar will have added advantage
4. Experience in PMC in road sector and other linear infrastructure with central/state government agencies will have additional weightage



Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR lakh)	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., INR 100 lakh/INR 50 lakh}	{e.g., Lead partner in a JV A&B&C}
{e.g. Jan-May, 2008}	{e.g., “Support to subnational government.....”: drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., INR 100 lakh/INR 50 lakh}	{e.g., sole Consultant}



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

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

---

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

**A – On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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



## FORM TECH-4

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

---

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

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

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

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



**FORM TECH-5**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables (D)	Months													
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL		
D-	Monthly Progress Report														
D-	Quarterly Progress Report														

**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				
<b>KEY EXPERTS</b>														
K-1	{e.g., Mr. Abbbb}	{Team}	{1.0}	{1.0}	{1.0}									

Handwritten signatures and initials in blue ink, including a circled '3' and several scribbled-out marks.

Leader	[P/Field]	[0.5 m]	[2.5]	[0]
K-2				
K-3				
<b>Subtotal</b>				
<b>SUPPORT STAFF</b>				
N-1	[Home]			
	[Field]			
N-2				
<b>Subtotal</b>				
<b>Total</b>				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet JTC21.1.2. 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



*[Handwritten signatures and initials in blue ink]*

*[Faint table structure with multiple columns and rows, likely a data table or schedule.]*

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

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

<b>Period</b>	<b>Employing organization and your title/position. Contact in for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
{e.g., May 2005-present}	{e.g., Ministry of ..... advisor/consultant to...  For references: Tel...../email.....; Mr. Hbbbbbb, deputy minister}		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

---

**Adequacy for the Assignment:**

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

**Experts 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



## Section- 4

### Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses





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

{Location, Date}

To  
Engineer in Chief  
Rural Works Department  
5<sup>th</sup> Floor, Vishweshwaraiya Bhawan  
Off-Bailey Road, Patna - 800001  
Telefax  
E-mail:

Dear Sir:

We, the undersigned, offer to provide the consulting services for "Project Management Consultancy Services for MMGSY funded by NDB in the state of Bihar" 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.

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}: \_\_\_\_\_

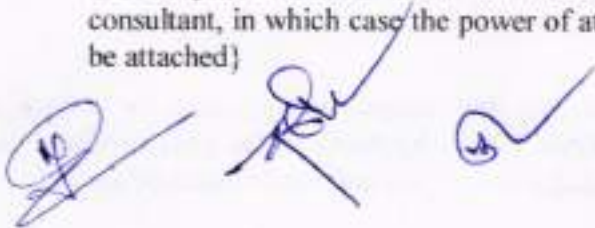
38

Name and Title of Signatory: In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

{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}

Three handwritten signatures in blue ink are present. The first signature on the left is a stylized, cursive signature. The middle signature is more complex and appears to be a full name or a very detailed set of initials. The third signature on the right is a simple, looped signature.

**FORM FIN-2 SUMMARY OF COSTS**

Item	Cost			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursable				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g. income tax on non-resident experts}				
(iii) {insert type of tax}				
<b>Total Estimate for Indirect Local Tax:</b>				

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

A. Remuneration							{Currency # 3- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 1- as in FIN-2}	{Local Currency- as in FIN-2}
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)						
	<b>Key Experts</b>									
K-1						[Home]				
						[Field]				
	<b>Support Staff</b>									
S-1						[Home]				
						[Field]				
	Total								Costs	

*[Handwritten signatures and initials]*

**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										
Nº	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency # 3- as in FIN-2}	{Local Currency- as in FIN-2}		
1	Per diem allowances	Day								
2	Miscellaneous Travel Expenses	Trip								
3	Communication Cost	Monthly Basis								
4	Drafting, reproduction of reports	Monthly Basis								
5	Equipment, materials and supplies	Monthly Basis								
6	Shipment of Personnel	Trip								
7	Use of Computers, software	Monthly Basis								
8	Local Transportation Cost	Monthly Basis								
9	Office Rent, Clerical Assistance	Monthly Basis								
10	Training of clients personnel	LS								
		{Day}								
				Total Costs						

*[Handwritten signatures and initials]*



## Section- 5

### Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None



## Section- 6

### Bank Policy – Corrupt and Fraudulent Practices

New Development Bank Procurement Policy Version: 2018 VI

Corruption and fraud 41. Procurement is particularly at risk of corrupt and fraudulent practices.<sup>8</sup> High standards of ethics and integrity are expected from the clients, bidders, suppliers, contracts and NDB staff. Corruption and fraud in procurement is not tolerated and are dealt with sternly by declaring mis-procurement, denying or limiting access to future procurement to corrupt individuals and entities in accordance with NDB's anti- corruption policy, and reporting the matter to appropriate authorities for action. Due consideration will be given to International Financial Institution's (IFIs) "Unified Framework for Preventing and Combating Fraud and Corruption (2006)" while taking decision





## Section- 7 Terms of Reference

For

### **Project Management Consultancy Services for MMGSY funded by NDB in the state of Bihar**

#### INTRODUCTION:

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 of population of 250 and above & all other habitations which are left over under the PMGSY schemes. The broad objective of the programme is to reduce poverty and promote shared prosperity over time. The programme shall also help India achieve the targets set out as part of Sustainable Development Goals (SDGs).

The programme is being coordinated at State level by the Bihar Rural Road Development Agency, Patna through Rural Works Department, Government of Bihar. At the District level, the programme is planned, coordinated, and implemented through the executing agencies known as Programme Implementation Unit (PIU).

The NDB is engaged in MMGSY through technical assistance and lending operations. Currently the Bank is supporting the program with Financing of MMGSY Bihar Rural Roads Project with the objective of enhancing the governance, systems and processes of the programme, and this inter-alia includes supporting a technical assistance program designed to strengthen the capacity of relevant agencies to implement the program.

#### **MAIN OBJECTIVE OF THE CONSULTANCY SERVICES:**

The proposed Project Management Consultant services shall include but not limited to the following areas:

1. The main objective of this consultancy is to provide support to the Bihar Rural Road Development Agency and the Rural Works Department (RWD) for implementation of governance, processes, systems and methodologies for carrying out project monitoring.

2. To assist PIUs (Project Implementation Units established in the field headed by an officer of Executive Engineer rank for implementation of the civil works and other related works under the project ) in monitoring, evaluation, reporting obligations on all aspects, impact assessment and coordination with various stakeholders in full compliance with the NDB guidelines and applicable Employer's acts, rules and regulations. The objective is also to ensure compliance to credit agreement covenants and to achieve project result indicators in stipulated time frame.
3. To assist Project Management Unit (PMU) established for the project and head quartered at Patna in the office of RWD. Project Management Consultant (PMC) team shall assist the PMU in project management activities including Institutional Strengthening of RWD to gradually transform RWD into a modern, high performing, and outcome focused road agency using best practices for strategic planning, project delivery, asset management, sector governance, and building its capacity and knowledge base.
4. The primary objectives of the PMC will be to build up the PMU's capacity on a sustained basis; assist the PMU and PIU in preparation of bidding documents, updating cost estimates, bid invitations and bid evaluations; establish criteria for supervision, coordination and management; and preparation of various reports to be submitted to the NDB and other agencies.
5. The Project management consultant will assist the PMU and PIUs in implementing, managing and monitoring Project activities; recommend ways to accelerate Project implementation; assess reasons for delay and identify means for improvement; provide training to the functionaries in project formulation, management, monitoring and evaluation, financial and environmental management aspects, and community participatory approaches of the Project; take a proactive role in advising the PMU and PIUs on all Project related issues, including policy issues, loan covenants, etc.
6. To assist Employer in ensuring compliance with agreed systems and procedures for project Implementation, Cost-effective and efficient management of rural road network including sector maintenance policy, asset management systems covering routine and periodic maintenance, rehabilitation and up gradation of the distressed links.



7. Assistance in monitoring the progress (Physical and Financial) of works/services contracts being undertaken by RWD with the help of data available in MIS.
8. Implementation of various training and capacity building programs under the project including development of a training and capacity building strategy for staff at various levels based on a training needs assessment. This will include capacity building / skill enhancement of PMU staff.
9. Coordination with external stakeholders, including the national / state level organizations, academic institutions, and consultants involved in implementation of MMGSY program.
10. Assist PMU / Employer in preparation of Terms of References of related Consulting Service likely to be procured under the project, bidding documents / Request for Proposals (RFPs/ RFQs), evaluation of bids / proposals and final procurement of bidders / Consultants.
11. Assist PMU in monitoring the services of other consulting services working in the project: reviewing their reports & outputs and provide feedback to the PMU so that they consistently meet or exceed expectations and requirements.

The services are to be delivered by a team of experts during the project implementation. The main focus of the services is to support PMU & PIUs to effectively manage and monitor those activities rather than actually implementing those.

#### **SCOPE OF SERVICES:**

**The main tasks will include but not limited to the following:**

Task 1: Assistance in monitoring of Rural Roads Contracts being executed under NDB funded MMGSY in Bihar

- Review and assist in identification of the projects for Bank funding according to agreed selection and prioritization criteria as mentioned in the loan agreement.
- Monitoring of progress of DPRs to be submitted by the empaneled consultants with respect to the list of roads to be taken up under the NDB funded MMGSY.
- Monitoring of physical and financial progress of works, identifying the reasons for slow progress, if any and suggesting and implementing remedial measures
- The PMC will organize stakeholder's workshop and focused discussions with various stakeholders highlighting the areas of further enhancements in the implementation of

project in the state of Bihar specifically focusing on the interventions that could be supported under the project to achieve those enhancements.

Task 2: Procurement & Contract Management: The Consultant will assist RWD in the following tasks:

- Review of bid documents based on implementation experiences of the ongoing works;
- Assistance in Evaluation and finalization of bids, issuing of letter of award to the selected contractor and signing of contract agreement
- Preparation of Procurement Plan (PP), co-ordination of procurement of civil works, goods and consultancies under the project and ensuring that the procurement is carried out in compliance with the procedures / project schedule / procurement plan agreed with the NDB.
- Maintain a database of Bank Guarantees with the help of data entered by PIUs in MIS and advise concerned PIUs to take in-time remedial actions with regard to expiry thereof

Task-3: Management of Environment and Social Framework:

- Review the environmental and Social impact assessment carried out for the project road to ensure that
  - a) the same is in line of the Environmental and Social Management Framework (ESMF) adopted by the Employer for the Project,
  - b) environmental and social impact assessments have been undertaken as per guidelines of the NDB and Govt. of Bihar requirements,
  - c) that all necessary clearances and permits have been identified and obtained by the contractors from the concerned authorities.
- That necessary compliance has been made with reference to the terms of reference, NDB and Govt. of Bihar requirements and agreed resettlement framework of the project.

Task-4: Implementation support to the Asset Management and Institutional Effectiveness Component

1. Asset Management:

- Preparation of Terms of reference for the procurement of required consultancy services for effective implementation of the activities. This will include but not limited to the following activities:
  - a) Preparation of prioritized plan for capital works and maintenance

- b) revision of the state rural road core network using remote sensing imageries
- c) supporting implementation of innovative maintenance contracts for at least 20% of the state rural road network
- o During implementation, assisting the PMU for the procurement of the consultancy services including preparation of RFQ / RFP, evaluation of proposals and finally selection of the most responsive Consultants.
- Monitor the output of the Consultants and assisting the PMU in monitoring the progress of the Consultants.

2. Institutional Effectiveness:

- Preparation of Terms of reference for the procurement of required consultancy services for the different components for capacity building of the RWD including trainings / International Exposure Visits to the appropriate country /ies and its implementation, assisting the PMU for the procurement of the consultancy services including preparation of RFQ / EOI cum RFP, evaluation of proposals and finally selection of the most responsive Consultants.
- Assist the client in (i) establishing a training and capacity building annual plan covering various categories of staff and its implementation, including building capacity of the consultants and local construction industry; (ii) organizing training of personnel in various aspects of road sector; (iii) effective implementation of various training programs using local and national training institutions, facilitate knowledge exchange and study tours.
- Cost of training / Exposure Visits will be borne by the Project separately and this cost will not be part of the contract, not even as provisional sum. The PMC will facilitate overseas training (identify suitable institutions across developing countries, having successfully implemented similar work, and provide technical inputs in developing TORs for such training/ visits). All the logistics costs such as cost towards venue, lodging, boarding, traveling, VISA, etc. shall be directly borne by the Client (RWD). Consultants shall NOT be responsible for payments on these items and will not seek any reimbursement from client.
- The consultant shall also propose National Experts for training the departmental staff in specialized areas. The cost of such experts shall be borne by the client. This will include inviting the expert for developing the capacity of the staff.
- Monitor the output of the Consultants and assisting the PMU in monitoring the

progress of the Consultants.

- Support RWD and RWD in identifying the equipment and instruments required to improve their overall office infrastructure for surveys and investigations, quality assurance, project preparation and implementation, computing capacity and introduction of new technologies and research and development; including the support required for procurement and installations and strengthening of field laboratories.

#### Task-5: Financial Management

Provide overall support to RWD in all aspects of financial management tasks related to NDB funded MMGSY program, including inter alia the following tasks.

- Preparation of annual work plans, budgets and cash flow plans;
- Monitor the Disbursement with respect to the projections and keep track of overall expenditure for the purpose of reporting to client and NDB.
- Facilitate training and guidance on budget planning and management of accounts.
- Follow up the audit observations (Internal & External) made to enhance the impact of the observations made.
- Interact with NDB, and client officials involved in Financial Management during project discussions.

#### Task-6: Assist the PMU in preparation of Supporting Documentation for the Project.

- Progress and Result Monitoring: In consultation with RWD, evolve a suitable format for preparing quarterly progress reports containing physical and financial progress of various project components, results achieved deviations between the actual vis-à-vis planned progress for each quarter, the reasons and suggested steps to address any performance shortfalls, and recommendations to improve project outcomes. Prepare the project progress reports in compiling and analyzing the information available on project implementation. Assist the RWD in establishing quarterly progress indicators on various project components and monitoring the progress against those indicators.
- Prepare quarterly progress reports on various components including progress on various project components, disbursements status, progress on implementation of road sector modernization plan, implementation of ESMF, results framework (agreed for the project), compliance to legal covenants, implementation issues, and

recommendations to improve project outcomes to be submitted to the Bank and also required for Bank missions in connection to the Project.

**Task -7: Performance Review:** The consultant will undertake the following tasks:

- Organize six-monthly stakeholder consultation workshops at two project districts and at headquarters to assess overall implementation progress and prepare an action plan to further enhance project implementation progress and outcomes. The cost of such stake holder consultation shall be borne by the client.
- Support in implementation of the action plan
- Performance Reviews: The Consultant will undertake a quick performance review of project implementation at least every six months by organizing a stakeholder's workshop the cost of which shall be borne by the client; discussions with the field engineers, contractors, and various GOB departments involved in project; and his own implementation experiences. Based on this review, the Consultant will prepare a report containing areas in need of improvement, performance shortfalls, and an action plan to enhance project implementation and outcomes. The report will be discussed with the RWD and also during the NDB's implementation support missions.

**Task 8: Project Implementation Arrangements:**

- The consultants shall review the functioning of the project implementation arrangements at the RWD HQ during the course of his services. Based on his review he will advise RWD from time to time at least at quarterly intervals about the modifications and further strengthening required in the project implementation arrangements including reorientation of the project teams and implementation responsibilities, additional inputs required for effective project implementation, and other recommendations to improve project outcomes.

**Task 9: Monitoring and Evaluation**

- Assist the Client in fully operationalizing the MIS including strengthening the systems ensuring monitoring of regular and accurate data-entry in MIS, generation of customized management reports for the use of senior management of Client, and NDB, and production of annual performance reports at district level.

**Task 10: International Best Practices on project management:**

- The project also includes benchmarking and adoption of best industry practices in project management of infrastructure sector as applicable to rural roads. The PMC will assist the client in identifying such practices including the countries, institutions, and experts who could be visited by the staff of the client or invited on short term basis by the client. The PMC will provide the Terms of Reference and assist the client to enable them to procure, effectively monitor and manage those services.

**Task 11: Other Tasks:**

- Assist in preparing various progress reports to be sent to the Bank and required for Bank missions.
- Assist in preparing Terms of Reference and defining the scope of services, and procuring additional support as required during project implementation to implement consultants own recommendations as well as the actions emerging from various reviews and feed-back information.
- Any other managerial support deemed necessary to support RWD during the course of implementation of the project that could be accommodated by the PMC without deploying additional manpower and incurring additional costs, to ensure effective implementation of new initiative of the Government and NDB agencies.

**Reporting Requirements**

The Consultant will submit the following Reports:

- (a) Inception Report: to be submitted within thirty days after the date of commencing the services. The Inception Report shall specify the detailed methodology, staffing schedule and the inputs required from RWD to deliver the services.
- (b) Quarterly project progress reports as per task narrated above.
- (c) Reports to be discussed during the various implementation support mission of the NDB. These reports should include the findings of the stakeholder's workshops, areas needing improvements, and recommendations to enhance project outcomes.
- (d) Final Report: Upon completion of the services containing the main lessons learnt from the assignment.



Quantity: **Five (5) hard copies in English and Electronic copy in PDF format.**

**The Consultant shall discuss and agree with RWD about the contents of the reports.**

**Consultant's Team:**

The project will finance a Project Management Consultant to support high quality and timely implementation of the project. As a result of the project funding, levels of work outputs are expected to increase significantly. The services of the PMC are expected to provide the required management support to achieve the planned outputs. Particular attention will be given in the evaluation of proposals on how the consultant team mobilizes to provide support to the RWD. The Consultants are encouraged to propose a staffing plan and mobilization plan that best suits the needs of the project. The Consultants shall make the provision accordingly in their financial proposals.

The core team of the PMC key personnel will consist of:

- |                                       |           |
|---------------------------------------|-----------|
| 1) Team Leader                        | Full Time |
| 2) Procurement Specialist             | Full Time |
| 3) Contract Specialist                | Full Time |
| 4) Program Management Specialist      | Full Time |
| 5) Financial Specialist               | Full Time |
| 6) Environmental Safeguard Specialist | Full Time |
| 7) Social Safeguard Specialist        | Full Time |
| 8) Road Sector Specialist (3 Nos.)    | Full Time |

Experience and qualification of the key personnel would be as under.

SN	Position	Professional Experience	Educational Qualification	Specific Expertise
1	Team Leader	Minimum experience of 15 years in road sector, out of which 7 years should at least preferably be in the rural roads sector.	Essential: Graduate in Civil Engineering Desirable: Master's degree in Civil Engineering /Construction Management/ MBA	Proven record of project management as team leader for at least one project of similar value & nature. At least experience of 2 years in external aided project.

2	Procurement Specialist	Minimum 10 years of experience in road project comprising Procurement out of which 5 years should be in the area of road sector.	Graduate in Engineering/Management	At least 5 years experiences in Procurement of roads project, out of which at least two year in external aided projects. He should be able to provide on job training in procurement matters to the concerned staff of RWD
3	Contract Specialist	Minimum experience of 10 years in road project comprising Procurement/ Contract works	Graduate in Civil Engineering Desirable: MBA(PGDIM) in Construction Management	At least 5years experiences in contract management of roads project, out of which at least 2 year in external aided projects. He should be able to provide on the job training in contract matters to the concerned staff of RWD
4	Program Management Specialist	Minimum experience of 7 years in Project Management.	Master's degree in Business Administration / Project Management/ Engineering	Experience in project planning /program Management/risk allocations across infrastructure projects
5	Social Safeguard Specialist	Minimum experience of 10 years in Social safeguard	PG Degree in concerned field	Experience in social safe guard and community Development strategies. She/he should be familiar with the particular needs of road agencies and should have proven communications skills and experience in identification of training needs and arranging training programmes for ESMF as per guidelines of NDB/ADB/World Bank.
6	Environmental Safeguard Specialist	Minimum experience of 10 years in Environmental Management	Master's Degree in Environmental Engineering /Environmental Science or equivalent.	Experience of working in 2 road projects funded by NDB/ADB/World Bank.
7	Financial Specialist	Experience of 10 years in Financial Management.	Chartered Accountant Degree/MBA	Financial Specialist with experience in budgeting & financial

8	Road Sector Specialist (3 Nos.)	Minimum experience of 7 years in roads sector	Graduate in Civil Engineering.	He should have proven record of project planning & management of road sector with focus on rural roads.
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Support Staff:

SL No.	Position	Nos.	Minimum Requirement
1	Support Engineer	2	Graduate in Civil Engineering with minimum 3 years of consulting experience in road sector
2	IT Support Engineer	1	Graduate in IT/Electronics & Communication Engineering with knowledge about IT systems

Note:

- + Age of the key expert proposed should not be more than 65 (sixty-five) years on the last day of submission of the proposal.
- + The Authority reserves the right to ask for details regarding the proof of age, qualification, experience and association of the key experts
- + The key experts proposed by the Consultant should be available for presentations/ discussions/ meetings with the client
- + Curriculum Vitae for each key expert to be provided in the proposal with a summary of experiences

In addition, the RWD may ask the PMC to engage any other expert as per requirement and at mutually agreed terms. The payment for additional experts will be paid separately.

Inputs by the RWD / PMU / RWD

- 1) The RWD would create a dedicated Project Management Unit headed by a senior officer not below the rank of Superintending Engineer for the implementation of the project, as Project In charge. The Consultant's Team shall support the PMU Project in charge and his dedicated Project Team in fulfilment of the tasks assigned.
- 2) The Consultant will work as part of the PMU office and RWD will provide access to the required information and other assistance as required to effectively undertake this assignment. Any relevant document available with the RWD would be shared with the Consultant's team for limited purposes of the assignment.
- 3) The consultants should arrange for his office accommodation as required (Plinth area nearly 2000 Sqft) including electricity & water and watch & ward facilities.
- 4) The consultants should provide for their own all the logistics, consumables, furniture's, Computers, Laptops and equipment etc. required for providing services

smoothly and the consultants shall make the provision in their financial proposal accordingly. Furniture / furnishers / Computers / Laptops / equipment etc. purchased against the project at the cost of the RWD shall be the property of RWD after completion of the services. The consultants shall handover the same to the RWD in working condition.

- 5) For local transportation cost, the consultants shall make provision for the rental of vehicles including running and maintenance charges towards transportation in their financial proposals. No provision for the purchase of vehicles shall be made by the consultants in the financial proposals.

**Deliverables:**

- (i) Monthly Progress Report by the 10th day of every month;
- (ii) Quarterly Progress Report by the 10th day of the month of submission;

The Progress Reports (Monthly and Quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources (Consultant's and the Contractor's), physical and financial progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any, reasons for such delay(s) and the recommendations for corrective measures. The Report shall also contain the performance data for Contractor's plant and equipment.

- (iii) Final Report at the completion of services.

**Schedule of Completion of Tasks of Consultant:**

The implementation of the project is envisaged for a period of three years (36 Months) with a possibility of extension based on the Project requirement and satisfactory performance.

**Payment:**

The consultant will be paid on man month basis based on the actual deployment based on the financial quote submitted by the consultant



**Section- 8**

**Conditions of Contract and Contract Forms**

**Project Management Consultancy Services for MMGSY funded  
by NDB in the state of Bihar**

Time-Based

Between

[Rural Works Department (RWD), Government of Bihar]

and

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

Date \_\_\_\_\_



## I. Form of Contract

### TIME-BASED

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

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

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

#### WHEREAS

2. the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
3. the Consultant, having represented to the Client that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
4. the Client has received a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") [and a credit from the International Development Association (hereinafter called the "Association")] towards the cost of the Services and intends to apply a portion of the proceeds of this loan and credit to eligible payments under this Contract, it being understood (i) that payments by the Bank [and/or Association] will be made only at the request of the Client and upon approval by the Bank [and/or Association], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan and the credit, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan or credit or have any claim to the loan or credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - b) The General Conditions of Contract;
  - c) The Special Conditions of Contract;
  - d) The following Appendices:[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below, next to the title of the Appendix]

Appendix A	Description of Services	[Not used]
Appendix B	Reporting Requirements	[Not used]
Appendix C	Personnel- Key and Support	[Not used]

Appendix D	Cost Estimates in Foreign Currency	[Not used]
Appendix E	Cost Estimates in Local Currency	[Not used]
Appendix F	Duties of the Client	[Not used]

- 2) The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - b) The Client shall make payments to the Consultant accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written. For and on behalf of [name of Client]

For and on behalf of [name of Client]

\_\_\_\_\_  
[Authorized Representative]

For and on behalf of [name of Consultant]

\_\_\_\_\_  
[Authorized Representative]

[Note: If the Consultant consist of more than one entity, all this entity should appear as signatories, e.g., in the following manner.]

For and on behalf of each of the Members of the Consultant

[name of member]

\_\_\_\_\_  
[Authorized Representative]

[name of member]

\_\_\_\_\_  
[Authorized Representative]

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

1.1 **Definitions:** Unless the context otherwise requires, the following terms whenever used in

This Contract have the following meanings:

1. "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
2. "Bank" means the New Development Bank.
3. "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
4. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
  - a) "Day" means calendar day.
  - b) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
  - c) "Foreign Currency" means any currency other than the currency of the Client's country.
  - d) "GC" means these General Conditions of Contract.
  - e) "Government" means the Government of the Client's country.
  - f) "Local Currency" means the currency of the Client's country.
  - g) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
  - h) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
  - i) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC4.2(a).
    - a) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.
    - b) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
    - c) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
    - d) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
    - e) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
    - f) "In writing" means communicated in written form with proof of receipt.

#### 1.2 Relationship Between the Parties:

Nothing contained herein shall be construed as establishing a relationship of master and



servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **1.3 Law Governing Contract**

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

### **1.4 Language**

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

### **1.5 Headings**

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

### **1.6 Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

### **1.7 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

### **1.8 Authority of Member in Charge**

In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

### **1.9 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.

### **1.10 Taxes and Duties**

The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the SC.

### **1.11 Fraud and Corruption**

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If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.9.1(d). Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 4.5.

**1.11.1 Definitions For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:**

- a) "corrupt practice"<sup>6</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- b) "fraudulent practice"<sup>7</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c) "collusive practice"<sup>8</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) "coercive practice"<sup>9</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- e) "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 provided for under Clause 3.6.

**1.11.2 Commission and Fees**

The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, Fee representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

**1) Commencement, Completion, Modification and Termination of the Contract**

**2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the

Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

## **2.2 Termination of Contract for Failure to Become**

Effective If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## **2.3 Commencement of Services**

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

## **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

## **2.5 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **2.6 Modifications or Variations**

- 1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2 In cases of substantial modifications or variations, the prior written consent of the Bank is required.

## **2.7 Force Majeure**

### **2.7.1 Definition**

2. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees,

nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- 2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **2.7.3 Measures to be taken**

- 1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
  - (2) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (3) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (i) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8

#### **2.8 Suspension**

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

## 2.9 Termination

### 2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

1. If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
2. If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
  - (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
  - (v) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
  - (vi) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
  - (vii) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - (viii) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### 2.9.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the



Client of the Consultant's notice specifying such breach.

### **2.9.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

### **2.9.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

### **2.9.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:

1. Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
2. Except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

### **2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **a. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 Standard of Performance**

The Consultant shall perform the Services and carry out their obligations hereunder



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

### **3.1.2 Law Governing Services**

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

### **3.2 Conflict of Interests**

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

#### **3.2.1 Consultant Not to Benefit from Commissions Discounts, etc.**

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

#### **3.2.2 Consultant and Affiliates Not to Engage in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

#### **3.2.3 Prohibition of Conflicting Activities**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any

business or professional activities that would conflict with the activities assigned to them under this Contract.

### **3.3 Confidentiality**

Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### **3.4 Liability of the Consultant**

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be provided by the Applicable Law.

### **3.5 Insurance to be taken out by the Consultant**

The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

### **3.6 Accounting, Inspection and Auditing**

3.6.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systemic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.6.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.6 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

### **3.7 Consultant's Actions Requiring Client's Prior Approval**

The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:

- 1 Any change or addition to the Personnel listed in Appendix C.
- 2 Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client.



Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.

(c) Any other action that may be specified in the SC.

### **3.8 Reporting Obligations**

The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

### **3.9 Documents Prepared by the Consultant to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.

### **3.10 Equipment, Vehicles and Materials Furnished by the Client**

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

### **3.11 Equipment and Materials Provided by the Consultants**

Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.



# 1. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

## 4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carryout the Services.

## 4.2 Description of Personnel

1. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
2. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided
  1. That such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
4. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

## 4.3 Approval of Personnel

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

## 4.4 Working Hours, Overtime, Leave, Etc.

- (e) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's country as is specified in Appendix C hereto.
- (f) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave

to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### **4.5 Removal and/or Replacement of Personnel**

- 1 Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- 2 If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- 3 Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### **4.6 Resident Project Manager**

If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

# 1 OBLIGATIONS OF THE CLIENT

## 5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

6. Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
  7. Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country
  8. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
  9. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
  10. Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
1. Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

## 5.2 Access to Land

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

## 5.3 Changes in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

#### 5.4 Services, Facilities and Property of the Client

8. The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F.
9. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

#### 5.5 Payment

In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

#### 5.6 Counterpart Personnel

- The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix F.
- If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix F, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
- Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.



## PAYMENTS TO THE CONSULTANT

### 6.1 Cost Estimates; Ceiling Amount

1. An estimate of the cost of the Services payable in foreign currency is set forth in Appendix-D. An estimate of the cost of the Services payable in local currency is set forth in Appendix-E.
2. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC.
3. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
7. Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
8. Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rate referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
9. Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).
10. The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element overhead), (ii) the cost of backstopping by home office staff not included in the Personnel in Appendix C, and (iii) the Consultant's fee.
11. Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
12. Payment for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176<sup>th</sup> of a month) and on calendar-day basis for time spent away from office (one day being equivalent to 1/30<sup>th</sup> of month).

### 6.3 Currency of Payment

Foreign currency payments shall be made in the currency specified in the SC, and local currency payments shall be made in the currency of the Client's country.

### 6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

1. Within the number of days after the Effective Date specified in the SC, the Client shall cause

to be paid to the Consultant advance payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix G hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

1. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
2. The Client shall pay the Consultants statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that in not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
3. The final payment under this Clause shall be made only after the final report and a final statement, indentified as such, shall have been submitted by the Consultant and approved as satisfactory be the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipts by the Client of a final and a final statement approved by the Client in accordance with the above.
4. All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
5. Payments in respect of remuneration or reimbursable expense, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.
6. With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

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# 1. FAIRNESS AND GOOD FAITH

## 7.1 Good Faith

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

## 7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.





## **I. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

### **8.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

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# Special Conditions of Contract

## II. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	{The words "in the Government's country" are amended to read in INDIA}
1.4	The language/s is English
1.6	Client : The Engineer-in-Chief Rural Works Department, Government of Bihar 5 <sup>th</sup> Floor, Vishweshwaraiya Bhawan Off-Bailey Road, Patna - 800001
{1.8}	{The Member in Charge is [insert name of member]} In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.9	The Authorized Representatives are: For the Client : The Engineer-in-Chief, RWD For Consultant :
1.10	For domestic consultants/ sub consultants/ personnel and foreign consultants personnel who are permanent resident of India
1.10.1	The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed
	<b>For foreign consultancy firm</b>
1.10.2	The Client warrants that the clients shall reimburse the Consultant, the Sub Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub Consultants and the Personnel in respect of: a) any payments whatsoever made to the Consultant, Sub- Consultants and the

	<p>Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services:</p> <p>b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them.</p> <p>c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client.</p> <p>d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country provided that:</p> <ol style="list-style-type: none"> <li>1. the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country, and.</li> <li>2. if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.</li> </ol>
1.10.3	<p>a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India &amp; shall provide the registration Number to the client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules".</p>
{2.1}	<p>The effectiveness conditions are the following: The date of signing of the contract</p>
2.3	<p>The time period shall be one month</p>
2.4	<p>The time period shall be Thirty Six months</p>
3.4	<p>"Limitation of the Consultants' Liability towards the Client Except in case of gross negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property,</p>

	<p>shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds the total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder,</li> </ul>
3.5	<p>The risks and the coverage shall be as follows</p> <ul style="list-style-type: none"> <li>a) Third Party liability insurance, with a minimum coverage of Rs 500,000 for the period of consultancy.</li> <li>b) professional liability insurance, with a minimum coverage of at least equal to the cost of the consultancy contract.</li> <li>c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>(e) insurance against loss of or damage to <ul style="list-style-type: none"> <li>(i) equipment purchased in whole or in part with funds provided under this contract <ul style="list-style-type: none"> <li>a. the Consultants property used in performance of the Services and</li> <li>b. Any documents prepared by the consultant in the performance of services.</li> </ul> </li> </ul> </li> </ul>
3.6	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client
6.1 (b)	The ceiling in local currency is: [insert amount and currency]
4.5	Allowed subject to approval by Client
{6.2 (a)}	<p>{Payments for remuneration made in accordance with Clause GC 6.2(a) in[foreign and/or] [local] currency shall be adjusted as follows:</p> <ul style="list-style-type: none"> <li>(a) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula. where Rf is the adjusted remuneration, Rfo is the remuneration payable on the basis of the rates set forth in Appendix F for remuneration payable in foreign currency, If is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and Ifo is the official index for salaries in the country of the foreign currency for</li> </ul>

	<p>the month of the date of the Contract. 'Note: The index for "wages" published by International Monetary Fund in its monthly "International Financial Statistics" for the country could be considered for adoption.</p> <p>(b) Remuneration paid in local currency pursuant to the rates set forth in Appendix E shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula.</p> <p>where R1 is the adjusted remuneration, R0 is the remuneration payable on the basis of the rates set forth in Appendix E for remuneration payable in local currency, I1 is the CPI (Urban) for Bihar as published by Director General/ Central Statistical Office, Ministry of Statistics &amp; Programme Implementation, Government of India, for the month for which the adjustment is to have effect and, I0 is the CPI (Urban) for Bihar as published by the authority named above for the month of the date of the Contract.</p>
6.2 (b)	The rates for Foreign Personnel are set forth in Appendix D, and the rates for Local Personnel are set forth in Appendix E.
6.2 ©	The Reimbursable expenses to be paid in foreign currency are set forth in Appendix D, and the Reimbursable expenses to be paid in local currency are set forth in Appendix E.
6.3	The foreign currency [currencies] shall be the following: (a) Name of Foreign Currency (b) Name of foreign currency or currencies.
6.4 (a)	Not Applicable
6.4 (c)	The interest rate is 8% per annum for local currency
6.4 (e)	The Accounts are: For Foreign Currency : For Local Currency:
(a) 8.2	(1) Disputes shall be settled by arbitration in accordance with the provisions : (2) Selection of Arbitrators: Each dispute submitted by a Party shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions. (3) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an

appointment by the Party who initiated the proceedings, either Party may apply to President, Indian Roads Congress, New Delhi for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, President, Indian Road Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

- (4) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (5) If, in a dispute subject to Clause SC 8.2 1.(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
- (6) Rules of Procedure: Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
- (7) Substitute Arbitrators: If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
- (8) Nationality and Qualifications of Arbitrators :- The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country.
- (9) [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their Members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:
  - (a) the country of incorporation of the Consultant. [Note: If the Consultant consists of more than one entity, add: or of any of their Members or Parties]; or the country in which the Consultant's [or

	<p>any of their the country in which the Consultant's [or any of their Members' or Parties'] principal place of business is located; or</p> <p>(b) the country of nationality of a majority of the Consultant's the country of nationality of a majority of the Consultant's</p> <p>(c) the country of nationality of the Sub-Consultants concerned where the dispute involves a subcontract.</p> <p><b>4. <u>Miscellaneous:-</u></b> In any arbitration proceeding hereunder</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Patna, Bihar India.</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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#### IV. Appendices

#### APPENDIX A - DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the Client and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.



## APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

**APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS - HOURS OF  
WORK FOR KEY PERSONNEL**

Note: List under

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Government's country, and staff-months for each.
- C-2 Same information as C-1 for Key local Personnel.
- C-3 Same as C-1 for Key Personnel to be assigned to work outside the Government's country
- C-4 List of approved support staff (if already available); same information with respect to their Personnel as in C-1 through C-3.

List here the hours of work for Key Personnel; travel time to and from the country of the Government for Foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.



## APPENDIX D - COST ESTIMATES IN FOREIGN CURRENCY

Note: List hereunder cost estimates in foreign currency.

- (1)
  - (a) Monthly rates for Foreign Personnel (Key Personnel and other Personnel)
  - (b) Monthly rates for local Personnel (Key Personnel and other Personnel). (This should be added if local Personnel is also being paid in foreign currency)
- (2) Reimbursable expenses (items that are not applicable should be deleted; others may be added):
  - a) Per diem allowances for each of the Foreign or Local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the Client's country.
  - b) Air transport for Foreign Personnel.
    - (i) the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants' home office; in the case of air travel, this shall be by less than first class;
    - (ii) for any foreign Personnel spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country. Such Personnel will be entitled to such extra round trip only if upon their return to the Client's country, such Personnel are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.
  - c) Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two(2) unmarried dependent children under eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the Foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four(24)-month assignment will be reimbursed.
  - (d) Miscellaneous travel expenses.



- (i) for the air travel of each of the Foreign Personnel, and each eligible dependent, the cost of excess baggage up to fifteen (15) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight;
  - (ii) the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc;
- d) International communications: the cost of communications (other than those arising in the Client's country) reasonably required by the Consultant for the purposes of the Services.
- e) The cost of printing, reproducing and shipping of the documents, reports drawings, etc.
- f) The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultants and to be paid for by the Client (including transportation to the Client's country)
- g) The cost of transport of personal effects.
- h) The rate for the programming and use of, and communication between, the computers for the purpose of the Services.
- i) The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client.
- j) The foreign currency cost of any subcontract required for the Services and approved in writing by the Client.
- k) The cost of training of the Client's personnel outside the Client's country, if training is a major component of the assignment, specified as such in the TOR.
- l) The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services, subject to the prior authorization in writing by the Client.



## APPENDIX E - COST ESTIMATES IN LOCAL CURRENCY

Note: List hereunder cost estimates in local currency

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenses (items that are not applicable should be deleted; others may be added):
  - A) Per diem rates for subsistence allowance for Foreign short-term Personnel:
    - (i) per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SC 6.1(b)] per day, plus estimated totals, for each of the short-term Foreign Personnel (i.e., with less than twelve (12) months consecutive stay in the Client's country) for the first ninety days during which such Personnel shall be in the Client's country.
    - (ii) per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SC 6.1(b)] per day, plus estimated totals, for each of the short-term Foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Client's country.
  - (a) Per diem allowance for each of the long-term Foreign Personnel (twelve (12) months or longer consecutive stay in the Client's country, plus estimated totals.
  - (c) The cost of local transportation.

The cost of the following locally procured items: office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Client's country, all if and to the extent required for the purpose of the Services.

- 1 The cost of equipment, materials and supplies to be procured locally in the Client's country.
- 2 The local currency cost of any subcontract required for the Services and approved in writing by the Client.
- 3 The cost of training of Client's staff in the Client's country, if training is a major component of the assignment, specified as such in the TOR.



- 4 The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, as agreed in writing by the Client.

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## APPENDIX F - DUTIES OF THE CLIENT

Note: List under

- F-1 Services, facilities and property to be made available to the Consultant by the Client.  
Documents: Any relevant document available with the RWD would be shared with the Consultant's team for limited purposes of the assignment.
- F-2 Professional and support counterpart personnel to be made available to the Consultant by the Client.

The RWD would create a dedicated Project Team under a Project Incharge. The Consultant's Team shall support the project Incharge and his dedicated Project Team in fulfillment of the tasks assigned.

