

SELECTION OF CONSULTANTS

Request for Proposal Consulting Services

for

*Selection of an Agency for Preparation of Urban
River Management Plan for Fifteen Cities in the
States of West Bengal, Bihar and Jharkhand*



National Institute of Urban Affairs

RFP No: NIUA/NMCG/2024-25/P: 166

Client: *National Institute of Urban Affairs (NIUA), New Delhi*

Country: *India*

Issued on: 26th July, 2024

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: Preparation of Urban River Management Plan (URMP) for Fifteen Cities in the States of West Bengal, Bihar and Jharkhand

RFP No.: RFP No. NIUA/NMCG/2024-25/P: 166

Location: India

Date: 26th July, 2024

Dear Mr. /Ms.:

1. The National Institute of Urban Affairs (NIUA) (hereinafter called “Client”) invites proposals from consultants through an open RFP to provide the following consulting Services (hereinafter called “Services”): **Preparation of Urban River Management Plan (URMP) for Fifteen Cities in the States of West Bengal, Bihar and Jharkhand**. More details on the Services are provided in the **Terms of Reference (Section 7)**.
2. The RFP includes the following documents:
 - Section 1 – Request for Proposals Letter
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 – Evaluation and Qualification Criteria
 - Section 4 - Technical Proposal - Standard Forms
 - Section 5 - Financial Proposal - Standard Forms
 - Section 6 – Fraud and Corruption
 - Section 7 – Terms of Reference
 - Section 8 - Standard Forms of Contract
3. The RFP shall be published on the **NIUA Website (niua.in/tenders)** and e-published on **CPPP portal** and is free of cost for download.
4. Earnest Money Deposit (EMD) is not required for the submission of the proposal.
5. The method of selection is **Fixed Cost Based Selection (FBS) with a ceiling amount of INR 3,75,00,000/- (Indian Rupees Three Crore Seventy Five Lakhs only including all applicable taxes and fees)**. *The Financial Proposals exceeding the ceiling amount will be rejected and will not be considered in the evaluation. The Financial Proposal of the Consultant with highest Technical Score will be opened and it will be verified that the Financial Proposal is within the permissible budget. In case, the Financial Proposal exceeds the permissible budget, the Consultant will be disqualified and financial evaluation will continue with the proposal that has the second highest Technical Score, until a Consultant is selected. In case of equal highest technical scores, the consultant with the lowest financial proposal will be selected. The Consultants are requested to*

provide their best Technical and Financial Proposals. Additional details are provided in the **Section III: Evaluation and Qualification Criteria** of this RFP Document.

6. Any queries in relation to the proposal submission/process shall be sent to email ID: rsachdeva@niua.org with marked copy to urvers@niua.org before **7th August 2024, 17:00 hrs IST**, and will be responded to by **13th August 2024**.
7. The Consultant has to ensure that the physical copy of the proposal is page numbered. After scanning the page numbered physical copy, **the soft copy of the Technical Proposal is uploaded on the NIUA website**. The soft copy of the Technical Proposal must not include Financial Proposal.
8. The Proposal in physical copy comprising of the Technical Proposal and Financial Proposal should be submitted at the NIUA Office (1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi - 110 003) by 23rd August, 2024, 17:00 hrs IST.
9. The main envelope of physical copy of the proposal shall comprise the following two envelopes: 1st Inner Envelope with the Technical Proposal and 2nd Inner Envelope with the Financial Proposal. Each envelope should be written '**RFP FOR PREPARATION OF URBAN RIVER MANAGEMENT PLAN (URMP) FOR FIFTEEN CITIES IN THE STATES OF WEST BENGAL, BIHAR AND JHARKHAND**'. The contact details of the Consultant like name, address, mobile number and e-mail ID should be clearly mentioned on each envelope.
10. To substantiate their credentials and to respond to any queries, the Consultants will be asked to make a presentation of their Technical Proposal, during the technical evaluation stage.
11. The issue of the RFP does not imply that the NIUA is bound to select proposal(s), and it reserves the right without assigning any reason to
 - a. reject any or all of the proposals, or
 - b. cancel the procurement process; or
 - c. abandon the procurement process; or
 - d. issue another RfP for identical or similar work

Yours sincerely,

Director (Additional Charge)
National Institute of Urban Affairs (NIUA)

Section 2. Instructions to Consultants and Data Sheet

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Instructions to Consultants

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 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.
- (c) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) **“Borrower”** means the Government, Government agency or other entity that signs the *[loan/financing/grant¹]* agreement with the Bank.
- (e) **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) **Client’s Personnel** is as defined in Clause GCC 1.1 (e).
- (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, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.

¹ [“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

- (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 the Client’s country.
- (m) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (n) **“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.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily,

socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (v) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (w) **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (x) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (y) **“Terms of Reference (TORs)”** (this Section 7 of the RFP) means the Terms of Reference that explains 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 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 interest’s 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.
- 3.3 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 NIUA throughout the selection process and the execution of the Contract.

**4. Unfair
Competitive
Advantage**

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

**5. Fraud and
Corruption**

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 Government officials and civil servants are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with the Applicable law, 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; and (iii) their hiring would not create a conflict of interest.

6.2 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.

6.3 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 Procurement Regulations.

6.4 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

6.4.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework

as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the Data Sheet**.

b. Prohibitions

6.4.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in the **Data Sheet** 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 State-Owned Enterprises

6.4.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.4.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

6.4.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or

administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

- 7. General Considerations**
- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 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 5).
- 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 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.

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 ITC 5.

a. Extension of Proposal Validity

12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. 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, except as provided in ITC 12.7.

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 seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute 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 substitute 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.

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

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

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the prospective 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 shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so.

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 be prepared using the Standard Forms provided in Section 4 of the RFP and shall comprise the documents listed in the **Data Sheet**. 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.

15.1.2 Variations are not allowed

15.2 Depending upon 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 4 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 5 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

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

b. Taxes

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

d. Currency of Payment

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

C. Submission, Opening and Evaluation

17. Submission, Sealing, and

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their

Marking of Proposals

Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

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

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

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

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

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

17.6 Similarly, the original Financial Proposal and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".

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

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

18. Confidentiality

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

18.2 Any attempt by the 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.

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

19. Opening of Technical Proposals

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

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name 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 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**.

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the Financial Proposals are opened.

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

21. Evaluation of Technical Proposals

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

22. Notification of Results of Technical Evaluation, Opening of /Invitation to Submit Financial Proposals for QBS

22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest-ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking.

22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

22.3 If Financial Proposals were invited together with the Technical Proposals, the Client shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals of the highest-ranking Consultant. If Financial Proposals were not invited to be submitted along with the Technical Proposals, opening of Financial Proposals does not apply, and the highest-ranking Consultant shall be invited to submit its Financial Proposals for negotiations.

22.4 The opening date of the Financial Proposal or invitation of the highest-ranking Consultant to submit its Financial Proposal, as applicable, shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2.

However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date or the date to invite submission of Financial Proposal, as applicable, shall be subject to ITC 35.1.

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

23.1 After the technical evaluation is completed, the Client shall notify in writing those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

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

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in

the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

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

a. Time-Based Contracts

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

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, inclusive of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

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

**26. Combined
Quality and Cost
Evaluation**

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

26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

**b. Fixed-Budget
Selection (FBS)**

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

26.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

**c. Least-Cost
Selection**

26.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

27. Negotiations

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

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

**a. Availability of
Key Experts**

27.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. 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.

27.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant

shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

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

c. Financial Negotiations

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

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

27.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

28. Conclusion of Negotiations

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

28.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will then 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.

29. Notification of Award

29.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon verifying that the Consultant (including

each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The Client will require the Consultant to replace any subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Consultant's Beneficial Ownership Disclosure Form.

29.2 The Contract Award Notice shall be published on the Client's website with free access

30. Signing of Contract

30.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

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

**31. Procurement
Related
Complaint**

31.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

| ITC Reference | A. General |
|------------------------------------|--|
| 1 (b) | Applicable law: India |
| 2.1 | Name of the Client: National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi- 110 003 Method of selection: Fixed Cost Based Selection (FBS) with a ceiling amount of INR 3,75,00,000/- (Rupees Three Crores Seventy Five Lakhs only) inclusive of all taxes Type of Contract – Lumpsum Contract |
| 2.2 | Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: “Preparation of Urban River Management Plan (URMP) for Fifteen Cities in the States of West Bengal, Bihar and Jharkhand” |
| 2.3 | No pre-proposal conference will be held. |
| 2.4 | The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Not Applicable |
| 6.3.1 | A list of debarred firms and individuals is available at the Bank’s external website: www.worldbank.org/debarr |
| B. Preparation of Proposals | |
| 9.1 | This RFP has been issued in the English language. Proposal submission and all correspondence exchange shall be in English language. |

| | |
|----------------------|---|
| <p>10.1</p> | <p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> (1) TECH-1 – Technical Proposal Submission Form (2) TECH-2 – Power of Attorney to sign the Proposal (3) TECH 3 – Undertaking of Entity is not Blacklisted (4) TECH-4 – Consultant’s Organisation (5) TECH-5 – Professional Fees received by the Consultant (6) TECH-6 – Consultant’s Work Experience (7) TECH-7 – Understanding of the assignment (8) TECH-8 – Approach, Methodology, Work Plan and Staffing (9) TECH-9 – CV <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <ul style="list-style-type: none"> (1) FIN-1 – Financial Proposal Submission Form (2) FIN-2 – Summary of Costs (3) FIN-3 – Breakdown of Remuneration (4) FIN-4 – Breakdown of Reimbursable Expenses |
| <p>10.2</p> | <p>Statement of Undertaking of Entity is not Blacklisted, is required – Yes</p> |
| <p>11.1</p> | <p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible - No</p> |
| <p>12.1</p> | <p>Proposals must remain valid for 90 calendar days after the Proposal submission deadline</p> |
| <p>13.1</p> | <p>Clarifications may be requested no later than 7th August 2024 on email rsachdeva@niua.org with a marked copy to urvers@niua.org</p> <p>The contact information for requesting clarifications is: Mr. Rahul Sachdeva, Sr. Program Specialist, Water & Environment, NIUA</p> |
| <p>13.1.1</p> | <p>The client will host the amendment to RFP, if any on the NIUA website and e-publish on CPPP portal at any time prior to the submission deadline. The Consultants shall remain responsible to view amendment to RFP</p> |

| | |
|---|---|
| 14.1.1 | <p>Consortium/Joint Venture is permissible. The lead consultant can be an Indian registered entity or an international firm. The number of entities forming consortium/JV is restricted to three numbers (3 nos.)</p> <p>In case of JV/Consortium, Power of Attorney in favor of the Lead Member and JV/Consortium Agreement with scope of responsibilities to be submitted.</p> |
| 14.1.2 | Not Applicable |
| 14.1.3 | Not applicable |
| 14.1.4 and 26.2 | <p>The total available budget for this Fixed-Budget assignment is: Indian Rupees Three Crores Seventy Five Lakhs Only (INR 3.75 Crore) inclusive of all applicable taxes. Proposals exceeding the total available budget will be rejected.</p> |
| 16.3 | <p>Taxation: The Consultant's financial Proposal shall include all taxes, duties and fees as applicable in India. Statutory deduction of taxes at source (TDS) shall be made as applicable as per the Income Tax Act 1961</p> |
| 16.4 | <p>The Financial Proposal shall be submitted in the following currencies: Indian Rupees (INR)</p> |
| 16.5 | <p>Payments under the Contract shall be made in Indian Rupees.</p> |
| <p>C. Submission, Opening and Evaluation</p> | |
| 17.1 | <p>The Consultant should submit hard copy of the signed Technical and Financial Proposal at: National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 110 003.</p> <p>The soft copy (scanned copy of the signed technical proposal) to be uploaded on NIUA website.</p> <p>The hard/soft copy of the technical proposal shall not contain the financial proposal.</p> |
| 17.2 | <p>The Consultant should submit a Power of Attorney authorising a representative of the Consultant/ Lead member in case of JV/Consortium to sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal, and initial all pages of both. The Power of Attorney shall be attached to the Technical Proposal.</p> |

| | |
|-------------|---|
| 17.4 – 17.8 | <p>The main envelope of physical copy of the proposal shall comprise the following two envelopes: 1st Inner Envelope with the Technical Proposal and 2nd Inner Envelope with the Financial Proposal. Each envelope should be written ‘RFP FOR PREPARATION OF URBAN RIVER MANAGEMENT PLAN (URMP) FOR FIFTEEN CITIES IN THE STATES OF WEST BENGAL, BIHAR AND JHARKHAND’. The contact details of the Consultant like name, address, mobile number and e-mail ID should be clearly mentioned on each envelope.</p> <p>The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> |
| 17.9 | <p>The Proposals must be submitted no later than: Date: 23rd August 2024 Time: 17:00 Hrs IST</p> |
| 19.1 | <p>The opening of the Technical Proposal shall take place at: National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi- 110 003. <u>An online link will be shared to enable Consultants to join the opening virtually.</u></p> <p>The date of technical proposal opening shall be intimated to consultants later.</p> |
| 19.2 | <p>Any technical Proposal which does not have a signed submission form or is not accompanied with a written power of attorney, according to Sub Clause 17.2 of the ITC, will not be considered</p> |
| 21.1 | <p>Criteria, sub-criteria, and point system for the evaluation of the Technical Proposal:</p> <p>As per Section 3 – Evaluation and Qualification Criteria</p> <p>Total maximum marks for technical evaluation – 4500</p> <p><u>Minimum qualifying Technical Score for a Technical Proposal</u> - The technical score will be assessed by dividing total marks attained by 45. For e.g. If a consultant has scored 3000 marks, his technical score would be 3000/45 = 66.66.</p> <p>The minimum technical score required to pass is: 70 (i.e 3150 marks)</p> |
| 22.1 | <p>Not Applicable</p> |

| Public Opening of Financial Proposals | |
|--|--|
| 23.5 | <p>The opening of the Financial Proposal shall take place at: National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi - 110 003.</p> <p><u>An online link will be shared to enable all eligible consultants to join the opening virtually.</u></p> <p>The date of opening shall be intimated to all eligible consultants later.</p> |
| 25.1 | The Financial Proposal shall include all applicable taxes. |
| 26.2 | The proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected |
| 26.3 | <p>The Client will select the Consultant with the highest technical score that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract. In case the financial proposal exceeds the permissible budget, the Consultant will be disqualified and financial evaluation will continue with the proposal that has the second highest Technical Score, until a Consultant is selected.</p> <p>In case of equal highest technical scores, the Consultant with the lowest financial proposal will be selected.</p> |
| D. Negotiations and Award | |
| 27.1 | <p>Expected date and address for contract negotiations:</p> <p>The date for contract negotiation shall be intimated at a later date</p> <p>The contract negotiations will take place at</p> <p>Address: NIUA, 1st Floor, Core 4B, India Habitat Centre, Lodhi Road, New Delhi – 110003</p> <p>The negotiations will be held with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant</p> |
| 30.2 | Expected date for the commencement of the Services: Seven days from date of signing of contract (Effective Date) |

Section 3 – Pre-Qualification and Technical Evaluation Criteria

Pre-qualification Criteria for evaluation of technical proposal

| S. No. | Parameter | Minimum Criteria | Documents Required |
|--------|------------------------|--|---|
| 1 | Company Profile | <p>Should be a company registered under the provisions of the Indian Companies Act, 2013 / Companies Act, 1956 or a partnership firm registered under the Indian Partnership Act, 1936 or the Limited Liability Partnerships Act or NGO / Society/ Government autonomous bodies/Academic institutes</p> <p>Registered with the Income Tax Authorities / Registered with GST Network.</p> <p>The lead firm should have been in business in this field at least for last 5 years.</p> <p>Consortium/Joint Venture is permissible. The lead firm can be an Indian registered entity or an international firm.</p> <p>The numbers of partners/members submitting the proposal as consortium/JV is limited to three numbers (3 nos.) with terms and conditions to be jointly met as per conditions mentioned in the RFP document.</p> | <p>Copy of certificate of incorporation/registration along with name change if any</p> <p>Copy of PAN Card / Copy of GST registration Certificate</p> |

| S. No. | Parameter | Minimum Criteria | Documents Required |
|--------|---------------------------|--|--|
| 2 | Technical Capacity | <p>(Refer description of project experience in section below on Technical Evaluation Criteria for Selection of Consultant)</p> <p>The consultant in its last 5 years of experience should have completed atleast three projects each for (a) and (b), and atleast three projects from across (c), (d) and (e) as mentioned below:</p> <ol style="list-style-type: none"> a. Urban Planning and development – three projects compulsory b. River management/planning and development – three projects compulsory c. Urban waterbodies rejuvenation d. Urban bio-diversity, ecology, landscape development e. Participatory approaches in urban planning <p>The technical experience mentioned herein is the minimum eligibility criteria for completed projects for any Consultant.</p> <p>Consultants may submit additional completed/ongoing projects for claiming the technical capacity in accordance with Technical Evaluation Criteria</p> | <p>Project details as per format enclosed in Form Tech – 6</p> <p>Copy of (a) Contract/ Work Order (including Scope of Work) AND (b) Completion Certificate from Client with relevant information like name of the assignment, date of start, date of completion, contract amount and total payment received, etc.</p> <p>OR CA certificate along with UDIN clearly defining the related turnover from ‘similar/ relevant projects/ assignments’ along with Audited Financial Statements (Balance Sheets), with information like name of the assignment, date of start, date of completion, contract amount and total payment received, etc.</p> |
| 3 | Financial Capacity | <p>The consultant applying as a sole consultant should have received a minimum of INR 7 Crore from professional fees in any three years during the last five financial years (FY 2018-19, 2019-20, 2020-21, 2021-22 & 22-23) from consultancy services in India or Abroad.</p> <p>In a Consortium/JV, all firms together should have received a minimum of INR 10 Crore from professional fees per annum for any three years during the last five financial years (FY 2018-19, 2019-20, 2020-21, 2021-22 & 22-23).</p> | <p>Statement from Statutory Auditor’s stating total revenues from professional fees for the last 5 financial years.</p> <p>If the Consultant does not have a statutory auditor, audited statement from the firm’s appointed Chartered Accounts.</p> |

| S. No. | Parameter | Minimum Criteria | Documents Required |
|--------|---------------------|---|--|
| 4 | Blacklisting | As on last date of submission of the Proposal, the Consultant/s should not be debarred by the World Bank. | Self-Certified undertaking by the authorized signatory as per format enclosed in Form TECH – 3. (all firms in consortium/JV are required to provide the undertaking) |

Important: If the above-mentioned Minimum Eligibility Criteria are not satisfied, then Technical Proposal will not be further evaluated.

TECHNICAL EVALUATION CRITERIA FOR SELECTION OF CONSULTANT

The technical proposal shall be evaluated on the basis of the consultant's experience, its understanding of the terms of reference (ToR), proposed methodology and workplan; and the experience of key personnel assigned by the consultant for delivering the scope of work.

Total Maximum Technical Marks = 4500 marks

| S. No. | Description | Max Marks in Technical Score |
|----------|---|--|
| 1 | Firm Credentials (40% weightage – total marks 1800) | |
| | <p>Experience in similar assignments and studies – Completed and Ongoing (on-going projects will be considered only if more than 80% professional fees/assignment value received).</p> <p>The consultant shall have completed a minimum of 8 eligible assignments – three compulsory assignments as per (a), three compulsory assignments as per (b) and rest two assignments from (c), (d) and (e) as per the following:</p> <p>(a) Urban planning and development experience - (three assignments compulsory) - The consultant shall demonstrate experience in assignments focused at urban planning projects at city scale like Master Plan, Development Plan, Sanitation Plan, Environmental Management Plan, City Investment Plan, City Vision Document for a minimum population of 1 lakh and above, and minimum</p> | <p>1800 (total marks)</p> <p>450 marks</p> |

| S. No. | Description | Max Marks in Technical Score |
|--------|---|---|
| | <p>project value of INR 25 lakhs for each project shall be considered for evaluation (Upto 3 projects: 250 marks, 4-6 projects: 350, More than 6 projects: 450 marks)</p> <p>(b) River management/planning and development experience (three assignments compulsory) - The consultant shall demonstrate experience in projects related to river-front development, drain rejuvenation, river linked livelihood (tourism, fishing, agriculture) or any other assignment having river as subject of study with a minimum project value of INR 25 lakhs for each project shall be considered for evaluation (Upto 3 projects: 250 marks, 4-6 projects: 350, More than 6 projects: 450 marks)</p> <p>(c) Urban Waterbodies Rejuvenation and related project experience - The consultant shall demonstrate experience in projects pertaining to rejuvenation of waterbodies/wetlands, catchment development, lake development (recreational, place making) etc. Projects involving waterbodies of area bigger than 1 acre, and project value of minimum INR 10 lakhs shall be considered for evaluation (Upto 2 projects: 150 marks, 3-5 projects: 225, More than 5 projects: 300 marks)</p> <p>(d) Urban bio-diversity, ecology, landscape development and related project experience - The consultant shall demonstrate experience in projects around developing bio-diversity parks, ecology parks, planning and developing urban greens having project value of minimum INR 10 lakhs shall be considered for evaluation (Upto 2 projects: 150 marks, 3-5 projects: 225, More than 5 projects: 300 marks)</p> <p>(e) Participatory approaches in urban planning and development projects - The consultant shall demonstrate experience in adopting participatory approaches (formal/informal) aimed at engaging</p> | <p>450 marks</p> <p>300 marks</p> <p>300 marks</p> <p>150 marks</p> |

| S. No. | Description | Max Marks in Technical Score |
|----------|---|------------------------------|
| | <p>with various stakeholders during the different stages of project planning and implementation in urban context. For e.g., creating working groups, task force, samiti's etc (having a minimum of 10 members and above) (Upto 2 projects: 75 marks, 3-5 projects: 100, More than 5 projects: 150 marks)</p> <p>(f) Regional experience (relevant project experience in cities for which URMP to be prepared) – (10 marks for each project city) – The consultant shall demonstrate project experience (minimum one project) across (a), (b), (c), (d) and (e) as mentioned above in any of the 15 cities for which URMP to be prepared.</p> <p>Supporting Documents required for each project for technical evaluation: Copy of Contract/ Work Order and Completion Certificates from the Client OR Copy of Contract / Work Order and Self-Certificate of Completion/Ongoing certified by the Authorized Signatory on the Letter Head of the Company with relevant information like name of the assignment, client name and address, date of start/completion, scope of work, key activities undertaken, key deliverables, team assigned, project fee etc.</p> | 150 marks |
| 2 | Understanding of Assignment (20% weightage – total marks 900) | |
| A | Understanding of the Urban River Management Plan (URMP) Framework and components of URMP to be prepared for a river city | 150 marks |
| B | Understanding of the assignment and comprehensiveness of the RFP | 150 marks |
| C | Approach and methodology - The approach and methodology should reflect the conceptual framework proposed by the Consultant for the said Scope of Work Work Plan (BAR/PERT chart showing coherency with approach and methodology including team deployment in field) for completing the scope of work and timely submission of quality deliverables | 600 marks |

| S. No. | Description | Max Marks in Technical Score |
|----------|---|--|
| | The Consultant may be required to make a presentation on the proposed Approach and Methodology in accordance with the Terms of Reference (ToR) and Work Plan to the client as part of the technical evaluation. | |
| 3 | Team Composition (40% weightage – total marks 1800) | |
| | <p>Composition and quality of proposed team - Profile of the team and track record in handling similar assignments</p> <ul style="list-style-type: none"> <p>Urban Planning Expert (3 positions) with more than 10 years of experience in urban planning and implementation projects, out of which 3 years' experience as Team Leader or 5 years as Deputy Team Leader in similar projects. Two of the urban planning experts should have atleast 2 eligible assignment in Urban Planning /Development Consultancy as per eligible assignments mentioned in Sr. No 1 (a) Urban Planning and Development Experience.</p> <p>Min. Qualification - Graduation in Engineering/planning, Post-graduation in Engineering (civil/ environmental/water resources), Urban/Environmental/ Infrastructure Planning, Water Resources Management or related discipline from a recognized institution</p> <p>Max marks for each position – 150 marks</p> <p>Education – 50 marks for post-graduation in urban/regional/environmental/infrastructure planning, environmental engineering</p> <p>Project experience - Upto 2 projects 50 marks, 3-5 projects – 75 marks, More than 5 projects: 100 marks</p> <p>Urban Environment Expert (3 positions) with more than 7 years of experience in urban infrastructure planning and design specially in aspects related to water supply, sewage management, storm water management, solid waste management etc. Each expert should have atleast 1 eligible</p> | <p>1800 marks</p> <p>(150x3) = 450 marks</p> <p>(100 x 3) = 300 marks</p> |

| S. No. | Description | Max Marks in Technical Score |
|--------|--|------------------------------|
| | <p>assignment in urban environmental planning/environmental infrastructure development consultancy as per eligible assignments mentioned above</p> <p>Min. Qualification - Graduate in environmental engineering/planning and Post graduate in urban environmental planning, public health engineering, environmental engineering or related discipline</p> <p>Max marks for each position – 100 marks Education – 25 marks for post-graduation in planning, engineering, infrastructure or related discipline Project experience - Upto 2 projects 25 marks, 3-5 projects – 50 marks, More than 5 projects: 75 marks</p> <ul style="list-style-type: none"> • Urban Bio-diversity/Ecology Expert (3 positions) with more than 7 years of experience in urban bio-diversity/ecology conservation projects, waterbodies/wetland rejuvenation projects, urban forestry etc. Each expert should have atleast 1 eligible assignment experience as mentioned in (c) Urban Waterbodies Rejuvenation or (d) Urban bio-diversity, ecology, landscape development. Cumulatively both (c) and (d) should be covered. <p>Min. Qualification - Graduate in landscape architecture, forest management, life sciences and post-graduation in life sciences, forest management, environmental sciences, environmental management or related discipline</p> <p>Max marks for each position – 100 marks Education – 25 marks for post-graduation in life sciences, forest management, environmental sciences, environmental management or related discipline Project experience - Upto 2 projects 25 marks, 3-5 projects – 50 marks, More than 5 projects: 75 marks</p> | <p>(100 x 3) = 300 marks</p> |

| S. No. | Description | Max Marks in Technical Score |
|--------|--|--|
| | <ul style="list-style-type: none"> <li data-bbox="304 280 1034 488"> <p>• GIS Mapping Expert (2 position) with more than 7 years of experience in GIS/Remote Sensing based mapping and creating spatial outputs (thematic maps) for projects like master plan, city development plan, sanitation plan etc.</p> <p>Min. Qualification - Graduation in engineering/planning, Post Graduate in GIS and Remote Sensing, Urban Planning/Engineering with specialization in GIS based mapping</p> <p>Max marks for each position – 100 marks</p> <p>Education – 25 marks for post-graduation in GIS and Remote Sensing, Urban Planning/Engineering with specialisation in GIS based planning</p> <p>Project experience - Upto 2 projects 15 marks, 3-5 projects – 30 marks, More than 5 projects: 50 marks</p> <li data-bbox="304 1041 1034 1415"> <p>• Lead Researcher (15 positions) with more than 5 years of experience in urban/environmental planning projects like master plan, city development plan, city sanitation plan, environmental management plan etc. Each planner should have atleast 1 eligible assignment experience as lead researcher as mentioned in (a) Urban Development and Planning projects and (e) Participatory approaches in urban planning and development projects</p> <p>Min. Qualification - Graduation in engineering/planning and Post-graduation in Engineering, Urban/Environmental/Infrastructure Planning or related discipline</p> <p>Max marks for each position – 40 marks</p> <p>Education – 10 marks for post-graduation in urban/ environment/ infrastructure planning, environmental engineering or related discipline</p> <p>Project experience - Upto 2 projects 20 marks, 3-5 projects – 25 marks, More than 5 projects: 30 marks</p> | <p>(75 x 2) = 150 marks</p> <p>(40 x 15) = 600 marks</p> |
| | TOTAL TECHNICAL PROPOSAL MARKS | 4500 |

The Technical Proposals of the qualified Consultants shall be evaluated as per the predefined criteria. **Only the Consultants who get an overall technical score of 70 (i.e., 3150 marks out of a total of 4500 marks) or more will qualify for the opening of their financial proposals.** Failing to secure minimum technical score shall lead to disqualification of the Technical Proposal.

The method of selection is Fixed Cost Based Selection (FBS). The Consultant achieving the highest technical score (qualifying the minimum technical score criteria) shall be considered for opening of the Financial Proposal. The Financial Proposal exceeding the ceiling amount will be rejected and will not be considered in the evaluation and the Consultant will be disqualified. The financial evaluation will continue with the proposal that has the second highest Technical Score, until a Consultant is selected. In case of equal highest technical scores, the consultant with the lowest financial proposal will be selected. The Consultants are requested to provide their best Technical and Financial Proposal.

Section 4. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

| FORM | DESCRIPTION | <i>Page Limit</i> |
|--------|--|----------------------------|
| TECH-1 | Technical Proposal Submission Form. | |
| TECH-2 | a. If the proposal is submitted by a joint venture, attach a letter of intent or a copy of b. In the case of a Joint Venture, a power of attorney for the representative of the lead member to represent all JV members | |
| TECH-3 | Undertaking by Entity is not Blacklisted | |
| TECH-4 | Consultant's Organization | |
| TECH-5 | Professional Fees received by the Consultant | |
| TECH-6 | Consultant's Experience | |
| TECH-7 | Understanding of the assignment and RFP | <i>6-8 pages</i> |
| TECH-8 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | <i>10-12 pages</i> |
| TECH-9 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) | Max 7 pages for each CV |

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Director,
National Institute of Urban Affairs
Core 4B, 1st Floor, India Habitat Centre
Lodhi Road, New Delhi – 110003

Dear Sir/Madam

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

{If the Consultant is a joint venture, insert the following }

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

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
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in, Sub-Clause 12.1 of the Data Sheet.
- (c) We have no conflict of interest in accordance with clause 3 of the ITC.
- (d) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (e) Except as stated in the Data Sheet, ITC 12.7, 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 12 may lead to the termination of Contract negotiations
- (f) 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 ITC 30.2 of the Data Sheet.

We acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

- Full name: {insert full name of authorized representative}
- Title: {insert title/position of authorized representative}
- Name of Consultant (company's name or JV's name):
- Capacity: {insert the person's capacity to sign for the Consultant}
- Address: {insert the authorized representative's address}
- Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
- Email: {insert the authorized representative's email address}

{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

POWER OF ATTORNEY

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife of 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 “Preparation of Urban River Management Plan for 15 Cities across states of West Bengal, Bihar and Jharkhand” proposed to be developed by the National Institute of Urban Affairs (the “Client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Client.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said authorized 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 authorized 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, 20.....

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted
.....

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

Notes:

- 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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.
- Wherever required, the Consultant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Consultant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Consultants 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 Apostille certificate.

FORM TECH-3

Format for Affidavit Certifying that Entity is not Blacklisted

(On non – judicial stamp paper of INR 100/- or such equivalent document duly attested by notary public)

I / We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s----- -----has not been blacklisted or debarred in the past by the World Bank.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s ----- hereby declare that the firm/company namely M/s----- -----was blacklisted or debarred by any other Government Department from taking part in Government tenders for a period of ----- years w.e.f.----- ----- . The period is over on -----and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled.

Dated this Day of, 2024....

Yours sincerely,

Name of the Consultant: _____

Signature of the Consultant: _____

Address: _____

FORM TECH-4

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.

Consultant Information Form (if Sole Applicant)

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Consultant shall provide the information requested in the corresponding Information Sheets included hereunder:

| | | | |
|---|---|---|---|
| a | Name of the Consultant with full address | : | |
| b | Tel. No. | : | |
| c | Fax No. | : | |
| d | Email | : | |
| e | Legal Status and Year of Incorporation. | : | Proof of registration of the Firm to be submitted |
| f | Name and address of the person holding the Power of Attorney. | : | |
| g | (i) Place of Business (ii) Date of registration | : | |
| h | Name of Bankers with full address. | : | |
| i | Regional presence (Direct office) | | The location details to be provided |
| j | GST Registration Number | : | Copy to be submitted. |
| k | Are you presently debarred / Blacklisted by any Central/ State Government Department / Union Territory (If Yes, please furnished details) | : | |
| l | Name and details (Tel / Mobile / Email) of contact persons | : | |

Consultant Information Form (if applying as Consortium/JV)

(to be completed for each member of Joint Venture)

1. The information should be provided for all the Members of the { Consortium/Joint Venture}
 - (a) Name: -
 - (b) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (c) Date of incorporation and/ or commencement of business:
2. Brief description of the Consultant including details of its main lines of Business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Consultant:
 - (g) Name:
 - (h) Designation:
 - (i) Address:
 - (j) Phone Number:
5. In case of a { Consortium/ Joint Venture }:

A copy of the Jt. Proposal Agreement (template provided below) should be attached to the Application.

Information regarding the role of each Member should be provided as per table below:

| Sl. | Name of Member | Role* | Shareholding of members in Consortium /Joint Venture |
|------------|-----------------------|--------------|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |

* The role of each member, as may be determined by the Lead Consultant, should be indicated.

Sample Format for Joint Proposal Agreement for Joint Venture

(To be executed on Rs.100 Stamp paper of value)

THIS JOINT PROPOSAL AGREEMENT is entered into on this the (*date in words*) day of (*month in words*) [year in “yyyy” format]

AMONGST

1. [Company Name] a company incorporated under the Indian Companies Act, 2013 / Companies Act, 1956 and having its registered office at [Address] (Hereinafter referred to as the “**First Party**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [Company Name] a partnership firm, having its registered office at [Address] (Hereinafter referred to as the “**Second Party**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. [Company Name] a partnership firm, having its registered office at [Address] (Hereinafter referred to as the “**Third Party**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) The National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi (hereinafter referred to as the “**Client**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (the Applications) by its Request for Proposal No. dated (the “**RFP**”) for (**Title of the Consultancy/Project**).
- (B) The Parties are interested in jointly applying for the Consultancy as members of a {Consortium/Joint Venture} and in accordance with the terms and conditions of the RFP document and other Proposal documents in respect of the Consultancy, and
- (C) It is a necessary condition under the RFP document that the members of the {Consortium/Joint Venture} shall enter into a Joint Proposal Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. {Consortium/Joint Venture}

- 2.1 The Parties do hereby irrevocably constitute a Consortium/Joint Venture (the “{Consortium/Joint Venture}”) for the purposes of jointly participating in the Application Process for the Consultancy.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this {Consortium/Joint Venture} and not individually and/ or through any other {Consortium/Joint Venture} constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the {Consortium/Joint Venture} is declared the Selected Consultant and awarded the Consultancy, it shall enter into Contract for consultancy services (“Contract”) with the Client for performing all its obligations as the Consultancy in terms of the Contract for the Consultancy.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) The First Party [Company Name] shall be the Members in Charge/ Lead Member of the Consortium/Joint Venture until the Effective Date under the Contract;
- b) The Second Party [Company Name] shall be the consortium/ associate partner and shall have the power of attorney from all Parties for conducting behalf of the Consortium during the selection process for the Consultancy.
- c) The Third Party [Company Name] shall be the consortium/ associate partner and shall have the power of attorney from all Parties for conducting behalf of the Consortium during the selection process for the Consultancy.

5. Understanding of Scope of Work

The Parties do hereby undertake liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Contract, for the performance of the Contract. Each Partner is jointly and severally liable in respect of the Consultant’s obligations.

6. Member in Charge or Lead Member

Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge/Lead Member and the Client shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

- a) [Representative of Company] will be official signatory on behalf of the consortium and act as manager of the consortium and will be authorised to act for the consortium in terms of committing it to any obligations and liabilities and to receive and act upon instructions from the Client and to make and receive payments;

- b) Any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to binding on it.
- c) Any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information of documents shall be deemed to have been delivered to all the Parties.)

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and client to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and client to execute this Agreement on behalf of the { Consortium/Joint Venture } Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Authorized Representation

The parties agree that, who is employed with consortium partner, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection

with or incidental to submission of the Consortium's proposal for an the Consultancy including but not limited to signing and submission of all application, proposal and other document, participating in pre-bid and other conferences and providing information responses to the client, representing the consortium in the matters before the client, signing and execution of all contracts and undertakings consequent to acceptance of the consortium's proposal and generally dealing with the Client in all matters in connection with or relating or arising out of the Consultancy.

9. Termination

This Agreement shall be effective from the date hereby and shall continue in full force and effect until the Effective Date under the contract, in case the Consultancy is awarded to the {Consortium/Joint Venture}. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Client that it has not been selected and upon return of the Bid Security by the Client, as the case may be.

10. Miscellaneous

10.1 This Joint Proposal Agreement shall be governed by laws of India.

10.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Client.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

SIGNED, SEALED & DELIVERED

For and on behalf of MEMBER IN-CHARGE

For and on behalf of Associate Partner

By [Company Name):

By [Company Name):

Name:

Name:

Designation:

Designation:

Address:

Address:

In Presence of:

In Presence of:

1.

1.

2.

2.

Notes:

1. The mode of the execution of the Joint Proposal Agreement 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.
2. Each Joint Proposal Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and client to execute this Agreement on behalf of the {Consortium/Joint Venture} Member.
3. For a Joint Proposal Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

FORM TECH-5

PROFESSIONAL FEES RECEIVED BY THE CONSULTANT

Professional Fees received by the Consultant (Equivalent in Rs. Crores) By Statutory Auditor

| Consultant | (Name of Consultant) | | | | |
|----------------------------|----------------------|---------|---------|---------|---------|
| FY | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 |
| Professional Fees Received | | | | | |

Certificate from the Statutory Auditor

This is to certify that..... (Name of the Consultant) has received the payments shown above against the respective years.

Name of the audit firm:

Seal of the audit firm:

Date:

UDIN:

(Signature, name and designation of the authorized signatory)

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

* The Consultant should fill in details as per the row titled Annual turnover. **In case the Consultant is a Joint Venture / Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheets for consideration.**

Kindly provide supporting balance sheets / P&L statements

FORM TECH-6

CONSULTANT’S EXPERIENCE

Form TECH-6: a brief outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

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

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

FORM TECH-7

**A. UNDERSTANDING OF URBAN RIVER MANAGEMENT PLAN (URMP)
FRAMEWORK AND COMPONENTS OF A URBAN RIVER MANAGEMENT PLAN
FOR A RIVER CITY**

**B. UNDERSTANDING OF THE ASSIGNMENT AND COMPREHENSIVENESS OF
THE RFP**

FORM TECH-8

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

Form TECH-8: 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.

- 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 (including duration of team deployment on field) 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-9

CURRICULUM VITAE (CV)

| | |
|---|-------------------------------------|
| Position Title | {proposed position in the proposal} |
| Name of Expert: | {Insert full name} |
| Date of Birth: | {day/month/year} |
| Country of Citizenship/Residence | |

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

| | |
|--|---|
| Detailed Tasks Assigned to Consultant's Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
| {List all deliverables/tasks as in TECH- 8 in which the Expert will be involved} | |
| | |

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

Certification:

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

Name of Expert _____ Signature _____ Date _____
{ day/month/year }

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

Section 5. Financial Proposal - Standard Forms

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

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached financial Proposal is for the amount of [Indicate amount(s) in words and figures including taxes, duties and fees as per Sub-Clause 16.3 of the Data Sheet *as detailed below*:

| S. No | Description | Amount (INR) |
|--------------|--------------------|---------------------|
| 1 | Financial Proposal | |
| 2 | Taxes | |
| | Total Amount | |

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 Sub-Clause 12.1 of the Data Sheet.

We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) [In full and initials]

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

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

Form FIN-2 Summary of Costs

| Item | Cost |
|---|--|
| | { Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet } |
| | In Indian Rupees (Rs.) |
| Cost of the Financial Proposal | |
| Including: | |
| (1) Remuneration (FIN-3) | |
| (2) Reimbursables (FIN-4) | |
| (3) Taxes | |
| <u>Total Cost of the Financial Proposal: (Should match the amount in Form Fin-1)</u> | |

FORM FIN-3 BREAKDOWN OF REMUNERATION

| A. Remuneration | | | | | |
|------------------------|------|-------------------------|--------------------------------|--|--------------|
| No. | Name | Position (as in TECH-8) | Person-month Remuneration Rate | Time Input in Person/Month (from TECH-8) | Total in Rs. |
| Key Experts | | | | | |
| K-1 | | | [Home] | | |
| | | | [Field] | | |
| K-2 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Non-Key Experts | | | | | |
| N-1 | | | [Home] | | |
| N-2 | | | [Field] | | |
| | | | | | |
| | | | | | |
| Total Costs (Rs.) | | | | | |

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

| B. Reimbursable Expenses | | | | | |
|---------------------------------|---|-------------|------------------|-----------------|-------------------------------|
| N° | Type of Reimbursable Expenses | Unit | Unit Cost | Quantity | In Indian Rupees (Rs.) |
| | {e.g., Per diem allowances**} | {Day} | | | |
| | {e.g., International flights} | {Ticket} | | | |
| | {e.g., In/out airport transportation} | {Trip} | | | |
| | {e.g., Communication costs between Insert place and Insert place} | | | | |
| | {e.g., reproduction of reports} | | | | |
| | {e.g., Office rent} | | | | |
| | | | | | |
| | {Training of the Client’s personnel – if required in TOR} | | | | |
| Total Costs | | | | | |

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

Section 6. Fraud and Corruption

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) 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
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices

during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference

1. Background

The National Institute of Urban Affairs (NIUA) and the National Mission for Clean Ganga (NMCG) are jointly working on promulgating river sensitive development in the river cities of the Ganga basin and other river basins in India. This engagement is based on the notion that cities have largely been responsible for the deterioration of the health of rivers, now it is the cities that have to play a vital role in their overall rejuvenation and sustenance. This notion has further been corroborated by the Hon'ble Prime Minister of India stating that 'there is a need for new thinking for 'River Cities'. Cities should be responsible for rejuvenating their rivers. It has to be done not just with the regulatory mindset but also with development and facilitatory outlook'.

NIUA and NMCG has been successful in triggering the general discourse on urban-centric aspects of river management in India. Cities are beginning to understand and appreciate the role of rivers in their sustainable development landscape and there is now strong momentum and appetite within river cities for addressing the urban aspects of river management. The Centre for River Sensitive Cities at NIUA has been envisaged as an avenue to sustain this momentum and scaling up of efforts around river sensitive development agenda in India. The agenda for the Centre is geared towards creating an enabling environment for, and facilitating the implementation of, practices, regulations, and projects that seek to harmonize the city-river relationship.

The NIUA-NMCG engagement has resulted in developing some key decision support systems aimed at capacitating the river cities in translating the knowledge around various aspects of urban river management into practice. Two such decision support systems are

- a) Urban River Management Plan (URMP) Framework – A unique first-of-its kind strategic framework for helping cities manage the stretches of rivers within their administrative boundaries, while at the same time operationalize the philosophy of integrated river basin management. The framework essentially requires all cities to plan and implement their actions under ten objectives to ensure that the cities act as inter-related operational units working towards a common vision for the river.
(refer link <https://niua.in/rca/knowledge-resources/> to download the URMP framework)
- b) Guidelines for “Making River-Sensitive master Plans” – The guidelines elaborates on range of planning tools that can be used to address typical river-related challenges in river cities. The purpose of this guidance document is to help city planners across the basin, and the country at large, understand how to integrate river-sensitive thinking into a Master Plan.
(refer link <https://niua.in/rca/knowledge-resources/> to download the guidelines)

Based on the URMP framework, URMPs for the cities of Kanpur, Ayodhya (Uttar Pradesh) and Chhatrapati Sambhaji Nagar (Maharashtra) have been prepared. Refer link <https://niua.in/rca/knowledge-resources/> to access the URMP documents for these cities.

It is now being envisaged to scale up the URMP preparation for many river cities across the Ganga Basin. This initiative is being funded under the National Ganga Plan (NGP) – Externally Aided Project (EAP) World Bank budget head of Namami Gange Mission – II. A total of 60 URMPs are to be prepared in two phases – phase I involves preparation of 25 URMPs and phase II entails preparation of 35 URMPs.

Preparation of URMPs for Phase I is proposed in two packages. Package I includes 15 river cities from across the three ganga basin states of West Bengal, Bihar, and Jharkhand. Package II includes 10 river cities from across the two ganga basin states of Uttar Pradesh and Uttarakhand. **This Terms of Reference (ToR) is for Package I.**

2. Objectives of the assignment

The objective of this RFP is to hire consultancy services for the preparation of URMPs for 15 river cities from across the three ganga basin states of West Bengal, Bihar and Jharkhand as mentioned in below table:

| S. No | Ganga Basin State | River Cities for which URMP to be prepared |
|-------|-------------------|--|
| 1 | West Bengal State | Asansol, Durgapur, Howrah, Nabadwip, Siliguri |
| 2 | Bihar State | Bhagalpur, Buxer, Chappra, Gaya, Munger |
| 3 | Jharkhand State | Adityapur, Chas, Dhanbad, Ranchi, Sahibganj-Rajmahal |

3. Detailed scope of work for the assignment

The consulting firm is responsible for providing the following services for the preparation of the Urban River Management Plan for each of the city as mentioned above (involving the following key steps)

- a. Facilitate the formation of a “Multistakeholder URMP Working Group” at city level that would be responsible for overseeing the process of URMP preparation. The working group shall constitute officials from all the relevant city/district/state departments that are responsible for fulfilling the 10 Objectives as mentioned in the URMP framework (refer URMPs prepared by NIUA-NMCG for information on working groups constituted and its member composition). The Consultant shall conduct the following activities:
 - o Stakeholder mapping to identify potential members for the working group in consultation with the Municipal Commissioner/Executive Officer of the ULB
 - o Identify the position/official who would chair the working group

- Coordinate and facilitate meetings to form the multistakeholder URMP working group
 - Draft terms of reference for the working group and
 - Draft documents required to formalize the working group through a council resolution
- b. 1st Meeting of the Multistakeholder URMP Working Group
- Conduct the first meeting (inception/kick off) of the working group under the chairmanship of the city official (nominated to chair the working group meetings). The objectives of the meeting shall be introducing the project to the members, preliminary understanding of city's current situation and issues with respect to river and associated eco-system, expected support from the group members and sharing of way forward strategy for URMP preparation
 - Prepare minutes of the meeting and share with group members after approval from the working group chair
- c. Prepare baseline assessment report – data collection (primary/secondary) for conducting baseline assessment to identify gaps with regards to the 10 URMP objectives. The baseline and gaps to be presented in spatial format as well (GIS based maps).
- Review meeting with NIUA/NMCG on baseline report, incorporate feedback and finalize for discussion with the URMP Working Group
- d. Conduct 2nd Meeting of the Multistakeholder URMP Working Group
- Conduct the second meeting of the “Multistakeholder URMP Working Group” for validation of draft baseline assessment report
 - Minutes of the meeting capturing the suggestions/feedback/recommendations from the working group members with regards to data validation and prioritisation of issues as per the gap areas identified that needs to be addressed for maintaining the health of the river stretch as well as associated eco-system in the city in the form of waterbodies, wetlands, natural drainages etc.
 - Formalization of minutes based on the approval from the working group chair and share with the group members
- e. Incorporate the suggestions from the working group and finalize the Baseline Assessment Report and submit to NIUA/NMCG and the URMP Working Group
- f. Prepare draft URMP report - potential interventions addressing the gaps/prioritized issues as identified in the Baseline Assessment Report. Each intervention detailing to include project rationale, conceptual idea, components of the project, broad cost estimates, implementation strategy (agency responsible, funding avenue, time line for implementation etc.)

Please refer to the URMP Framework and the URMP of Kanpur, Ayodhya, and Chhatrapati Sambhaji Nagar for the nature of interventions to address all the ten objectives of the URMP framework.

- g. Review meeting with NIUA/NMCG on draft URMP report, incorporate feedback and finalize for discussion with the URMP Working Group
- h. Conduct 3rd Meeting of the Multistakeholder URMP Working Group
 - o Present the draft URMP to the working group and seek suggestions/feedback/recommendations for finalization of the plan components
 - o Prepare minutes of the meeting capturing the inputs by the working group and share after the approval from the Chair.
- i. Presentation of draft URMP to state officials (after incorporating the feedback from the URMP working group). The meeting shall be facilitated by NIUA/NMCG.
- j. Prepare Final URMP Report
 - o Finalise the draft URMP report with all comments/suggestions duly incorporated and submit the final report and presentation to NIUA/NMCG.

Important Information for the Consultant

NIUA shall conduct an orientation program (2-3 days) at New Delhi for the consulting firm selected for the Package I and II. The orientation program is aimed at (a) NIUA sharing their experiences in preparation of URMPs (b) build joint understanding of the scope of work of the assignment (c) spell out expectations from the assignment in terms of the output (URMP document) and (d) address doubts/concerns of the consulting firm etc.

All the team members proposed by the consulting firm in their technical proposal are mandated (non-negotiable) to attend the orientation program. NIUA will arrange for the lodging and boarding of the attendees. However, the travel arrangements from the city of origin to the training venue/city and return shall be the responsibility of the consulting firm. **The training details (date, venue) shall be communicated to the selected consultants post award of contract.**

4. Payment Schedule and Conditions

The contract amount shall be paid as per the following stages of the payment schedule. The period of the consultancy assignment is **7 months** from the date of award of contract to the consulting firm. The time extension (if required) shall be provided by NIUA/NMCG in mutual consent with the selected consultant.

Timeline for submission of deliverables and Payment Schedule

| S. No | Activity | Timeline | Deliverables | Payment Schedule |
|-------|--|--|--|---------------------------------|
| 1 | Mobilise team and prepare inception report | Within three weeks from the date of signing of contract | (a) Inception Report (digital format) | 20% of the total contract value |
| 2 | Facilitate formation of the Multistakeholder URMP Working Group and Conduct 1 st meeting of the working group (inception meeting) | Within two weeks from submission of inception report | (b) Formal letter from ULB on formation of the URMP Working Group (c) Minutes of the meeting approved by the URMP Working Group Chair | |
| 3 | Baseline assessment report (draft) | Within eight weeks from conducting of the first URMP WG Meeting | (d) Draft Baseline Report and Presentation (digital copy) for each city | |
| 4 | Conduct 2nd Multistakeholder URMP Working Group Meeting and Final Baseline Assessment Report | Within three weeks from submission of draft baseline assessment report | (e) Final Baseline Assessment Report and Presentation (in digital and one hard copy for each city (f) Minutes of the Meeting approved by the URMP Working Group | 30% of the total contract value |
| 4 | Draft URMP | Within eight weeks from submission of Final Baseline Assessment Report | Draft URMP Report (digital copy) and Presentation for each city | 20% of the total contract value |
| 5 | Conduct 3 rd Meeting of the Multistakeholder URMP Working Group and prepare Final URMP Report | Within four weeks of submission of draft URMP report | Minutes of Meeting of the 3 rd URMP WG Meeting Final URMP Report (digital and one hard copy) and Presentation for each city | 25% of the total contract value |
| 6 | Submission of raw data files, pictures, working files, GIS shape files etc. | | All data in hard copy and digital format | 5% of the total contract value |

- All the payments shall be made only after verification and acceptance of the reports by NIUA

Project Implementation Schedule

| S.No | Activity | Month 1 | | | | Month 2 | | | | Month 3 | | | | Month 4 | | | | Month 5 | | | | Month 6 | | | | Month 7 | | | | |
|------|---|----------|---|---|---|----------|---|---|---|-----------|----|----|----|------------|----|----|----|------------|----|----|----|------------|----|----|----|------------|----|----|----|--|
| | | Week 1-4 | | | | Week 5-8 | | | | Week 9-12 | | | | Week 13-16 | | | | Week 17-20 | | | | Week 21-24 | | | | Week 25-28 | | | | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | |
| 1 | City onboarding and introduction of the agency | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Inception report submission | ■ | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 1st URMP WG Meeting - Inception Meeting | | | | ■ | ■ | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Draft Baseline Assessment (Report/Presentation) | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | | | | | | | | | | | | |
| 5 | 2nd URMP WG Meeting - discuss baseline assessment | | | | | | | | | | | | | ■ | ■ | ■ | | | | | | | | | | | | | | |
| 6 | Incorporate feedback of the WG and finalise Baseline assessment | | | | | | | | | | | | | | | ■ | | | | | | | | | | | | | | |
| 7 | URMP Interventions - identification and detailing (draft URMP) | | | | | | | | | | | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ | ■ | | | | | | |
| 8 | 3rd URMP WG Meeting - to discuss draft URMP | | | | | | | | | | | | | | | | | | | | | | | | | ■ | ■ | | | |
| 9 | Incorporate feedback of the WG and finalise URMP | | | | | | | | | | | | | | | | | | | | | | | | | | | ■ | ■ | |

PART II

Section 8. Conditions of Contract and Contract Forms

LUMP-SUM FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

Assignment Title: _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I – FORM OF CONTRACT

This contract (hereinafter called the "**Contract**") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, National Institute of Urban Affairs (NIUA) (hereinafter called the "**Client**") and, on the other hand, *[name of Consultant]* (hereinafter called the "**Consultant**").

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

WHEREAS:

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of the Contract:
 - a) The General Conditions of Contract.
 - b) The Special Conditions of Contract.
 - c) Appendices:
 - Appendix A: Terms of Reference;
 - Appendix B: Key Experts
 - Appendix C: Consultant's technical Proposal;
 - Appendix D: Financial Proposal;

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

I. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

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

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption** 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. **Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions,

strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract**
- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken**
- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

18. Suspension

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

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in

executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

- b. By the Consultant**
- 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
 - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations**
- 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**
- 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the

Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

- e. Payment upon Termination**
- 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance**
- 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
 - 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21. Conflict of Interest**
- 21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
 - 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
 - 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, 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.
 - 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
 - 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
 - b. Consultant and Affiliates Not to Engage in Certain Activities**
 - c. Prohibition of Conflicting Activities**

- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1. Subject to additional provisions, if any, set forth in the **SCC**, the Consultant’s liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants’, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant’s and its Subcontractors’ and subconsultants’ attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and

audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

26. Reporting Obligations

26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

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

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

29. Code of Conduct

Not used

30. Forced Labor

30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

31. Child Labor

31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

32. Non-Discrimination and Equal Opportunity

32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

33. Training of Experts

33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS

34. Description of Key Experts

34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in **Appendix B**.

35. Replacement of Key Experts

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

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

36. Removal of Experts or Sub-consultants

- 36.1. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services; the Consultant shall, at the Client's written request, provide a replacement.
- 36.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Clause GCC 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
- 36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

37. Assistance and Exemptions

- 37.1. Unless otherwise specified in the SCC, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
 - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

38. Access to Project Site

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

39. Change in the Applicable Law Related to Taxes and Duties

39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1.

40. Services, Facilities and Property of the Client

40.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

- 41. Counterpart Personnel**
- 41.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 41.2. 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.
- 42. Payment Obligation**
- 42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 43. Contract Price**
- 43.1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 44. Taxes and Duties**
- 44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 44.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 45. Currency of Payment**
- 45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 46. Mode of Billing and Payment**
- 46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.
- 46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 46.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an

amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, 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 portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

46.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

48. Good Faith

48.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable

measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

49. Amicable Settlement

- 49.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

50. Dispute Resolution

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

II. General Conditions
Attachment 1
Fraud and Corruption
(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) 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
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

III – SPECIAL CONDITIONS OF CONTRACT

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.1(a) | The Contract shall be construed in accordance with the law of India |
| 4.1 | The language is: English. |
| 6.1 and 6.2 | <p>The addresses are <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted): _____</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p> |
| 8.1 | <p><i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p> |
| 9.1 | <p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p> |
| 11.1 | <p>The effectiveness conditions are the following: Signing of Contract by both the parties, after due approvals.</p> <p><i>[modify, if required e.g. to include effectiveness of the Bank [loan/credit/grant]; receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC 50.1(a)); etc.]</i></p> |
| 12.1 | Termination of Contract for Failure to Become Effective: |

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| | The time period shall be 30 days. [modify, if necessary]. |
| 13.1 | <p>Commencement of Services:</p> <p>The number of days shall be 10 days. [modify, if necessary]</p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p> |
| 14.1 | <p>Expiration of Contract:</p> <p>The time period shall be _____ [insert time period, e.g.: twelve months].</p> |
| 21 b. | <p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes_____ No _____</p> |
| 23.1 | <p>No additional provisions.</p> <p><i>[OR</i></p> <p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> |

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| | (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in India”. |
| 24.1 | <p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of one times the value of the contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per the latest Amended Motor Vehicles Act, India;</p> <p>(c) Third Party liability insurance, with a minimum coverage of one times the value of the contract;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> |
| 27.1 | <i>[If applicable, insert any exceptions to proprietary rights provision_____]</i> |
| 27.2 | [The Consultant shall not use these <i>[insert what applies..... data, documents and software</i>] for purposes unrelated to this Contract without the prior written approval of the Client.] |
| 37.1 (a) through (f) | <i>[List here any changes or additions to Clause GCC 37.1. If there are no such changes or additions, delete this Clause SCC 37.1.]</i> |
| 37.1(g) | <i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 37.1(g).]</i> |
| 43.1 | The Contract price is: Rs. _____ <i>[insert amount]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes. |

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| | <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant. The Client shall only reimburse Goods & Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India & shall provide the Registration Number to the Client.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p> |
| <p>44.1 and 44.2</p> | <p>The consultants, sub-consultants and the Personnel shall pay the taxes, 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 this regard to the deduction of such taxes as may be lawfully imposed.</p> <p>The Client shall only reimburse the Goods and Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India, subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc.</p> |
| <p>46.2</p> | <p>The payment schedule: All payments shall be made in Rs.</p> <p><i>The payments shall be made as per the schedule as mentioned in Section 7 - Terms of Reference, Sr. No. 4.</i></p> |
| <p>46.2.1</p> | <p>Not Applicable</p> |
| <p>46.2.4</p> | <p>The account is:</p> <p><i>[insert account] for Rs.</i></p> |
| <p>47.1</p> | <p>Not Applicable</p> |
| <p>50.1</p> | <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: |

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| | <p>(a) 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 <i>[name an appropriate professional body, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)*]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, 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, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) 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 (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate appointing authority, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)*]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, 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 <i>[name the same appointing authority as in said paragraph (b)]</i> 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.</p> |
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| | <p>2. <u>Rules of Procedure.</u> Arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration & Conciliation Act 1996, of India.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p> |
| | <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in the city where the contract is signed;</p> <p>(b) the English language shall be the official language for all purposes;</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> <p>(d) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India)*.</p> <p>(e) The Arbitrator should give final award within 180 days of starting of the proceedings [<i>indicate the days (Between 120-180) by which arbitrator should give award</i>].</p> <p>(f) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> |

I. Appendices

APPENDIX A – TERMS OF REFERENCE

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

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-9 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

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

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract. ”]