REQUEST FOR PROPOSALS

Selection of Consultants

for

"Consultancy Services for Management, Design & Supervision and other related services for Haor Flood Management and Livelihood Improvement Project (BWDB part)."

Client: Bangladesh Water Development Board

Country: Bangladesh

Project: Haor Flood Management and Livelihood Improvement Project (BWDB part).

Loan No.: BD-P80

Section 1. Letter of Invitation

Letter of Invitation

[if applicable, insert Invitation N°.....; Loan N° .....]
[insert Location and Date]

Nippon Koei Co. Ltd. Japan, Joint Venture with
BETS Consulting Services Ltd. Bangladesh
Centre for National Resources Studies(CNRS), Bangladesh
5-4 Kojimachi, Chiyoda-ku ------ 102-85 39-Japan
Tel: +81-3-5276-3596, Fax: 81-3-5276-3002
Email: int.a@gx.n.koei.co.jp
website: www.n-koei.jp/english
Rupayan Golden Age Tower
7th Floor, Plot No-6
CWN(c), Gulshan Avenue, Dhaka.
Tel:

Attention: Mr. Tosimitsu TANAKA,

1. The People's Republic of Bangladesh (hereinafter called "Borrower") has received financing from Japan International Cooperation Agency (JICA) toward the cost of Haor Flood Management and Livelihood Improvement Project (hereinafter called "the Project").

2. The Bangladesh Water Development Board (BWDB) now invites proposals to provide the following consulting services: Consultancy Services for the Detailed Engineering Design, Construction Supervision and Other Related Services for the "Haor Flood Management and Livelihood Improvement Project. More details on the services are provided in the Terms of Reference.

3. Your firm is one of five Consultants being invited to present a proposal for consulting services.
   This RFP has been addressed to the following shortlisted Consultants[1]:

   a) Nippon Koei Co. Ltd. Japan, Joint Venture with BETS Consulting Services Ltd. Bangladesh and Centre for National Resources Studies(CNRS), Bangladesh.
   b) SMEC International Pty Ltd., Australia. Joint Venture with PADECO Co. Ltd. Japan Grontmij A/S, Denmark, AQUA Consultant & Associates Ltd. Bangladesh Development Design Consultants Ltd. Bangladesh, ACE Consultants Ltd. Bangladesh and Resource Planning and Management Consultants (Pvt) Ltd. Bangladesh.

[1] For Joint Ventures and/or associations, the name and country of the lead firm or managing Joint Venture member and each of the other Joint Venture members and/or associate firms must be identified in this paragraph.

c) Euroconsult Mott MacDonald Ltd., the Netherlands Joint Venture with Mott MacDonald Ltd., U.K., IC Net Limited, Japan, Associates for Development Services Limited (ADSL), Bangladesh and SODEV Consult International Limited, Bangladesh
d) Oriental Consultants Co. Ltd.(OC), Japan Joint Venture with Haskoning DHV UK Ltd. Haskoning DHV Netherland B.V, DevConsultants Limited (DevCon), Bangladesh.
e) The Louis Berger Group, India. Association with Engineering & Consultants Bangladesh Limited (ECBL), Bangladesh

4. It is not permissible to transfer this invitation to any other firm.

5. A firm will be selected under QCBS and procedures described in this RFP, in accordance with the applicable Guidelines for the Employment of Consultants under Japanese ODA Loans.

6. The RFP includes the following documents:

Section 1 – Letter of Invitation

Section 2 – Instructions to Consultants (including Data Sheet)

Section 3 – Technical Proposal – Standard Forms

Section 4 – Financial Proposal – Standard Forms[2]

Section 5 – Terms of Reference

Section 6 – Standard Form of Contract

Section 7 – Eligible Source Countries of Japanese ODA Loans

7. Please inform us in writing at the address below, upon receipt:

(a) that you received the Letter of Invitation; and
(b) whether you will submit a proposal alone or as a joint venture.

Md. Fakhrul Abedin
Project Director
Haor Flood Management and
Livelihood Improvement project,
BWDB, WAPDA Building (3rd Floor),
Motijheel C/A, Dhaka.
Facsimile : 9550248
E-mail: mfa_abedin@yahoo.com

[2] Including "Instructions for preparing Financial Proposal Forms FIN-1 to FIN-5."

8. Details on the proposal's submission date, time and address are provided in Clause 12.6 of the Instructions to Consultants (ITC).

Yours sincerely,

(Md. Fakhrul Abedin)
Project Director,
Haor Flood Management and
Livelihood Improvement project,
BWDB, Dhaka.

Section 2. QCBS - Instructions to Consultants

The Instructions to Consultants governing this selection process are the "Instructions to Consultants, QCBS, Section 2" of the Standard Request for Proposals (version 1.0) published by JICA in October 2012. Those Instructions to Consultants are available on the JICA's web site shown below:

http://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/tender/index.html

QCBS - Instructions to Consultants

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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 Guidelines" means the Guidelines for the Employment of Consultants under Japanese ODA Loans, specified in the Data Sheet, governing the selection and Contract award process as set forth in this RFP.

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

(d) "Borrower" means the Government, Government agency or other entity that signs the Loan Agreement with JICA.

(e) "Client" means the executing agency that signs the Contract for the Services with the selected Consultant.

(f) "Consultant" means any entity or individual including a Joint Venture that may provide or provides the Services to the Client under the Contract.

(g) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract.

(h) 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 over-write, the provisions of the ITC.

(i) "day" means calendar day.

(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other professional personnel of the Consultant, Sub-consultant or Joint Venture member(s).

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

(l) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information needed to prepare their Proposals.

(m) "JICA" means Japan International Cooperation Agency.

(n) "Joint Venture" 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 businesses for and on behalf of any and all 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) is taken into account in the technical evaluation of the Consultant's Proposal.

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

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

(r) "ODA" means Official Development Assistance.

(s) "Proposal" means the Technical Proposal or the Financial Proposal of the Consultant, or both.

(t) "QCBS" means Quality- and Cost-Based Selection.

(u) "RFP" means this Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

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

(w) "SRFP" means the Standard Request for Proposals.

(x) "Sub-consultant(s)" means an entity or an individual to whom/which the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(y) "TOR" (Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Borrower has received or has applied for an ODA Loan from JICA in the amount and with the signed date of the Loan Agreement specified in the Data Sheet toward the cost of the Project specified in the Data Sheet. The Borrower intends to apply a portion of the proceeds of the loan to eligible payments under the Contract for which the RFP is issued. Disbursement of an ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the Applicable Guidelines. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the Project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.

2.2 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from the shortlisted Consultants, in accordance with the QCBS method of selection.

2.3 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

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

2.5 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

a. Impartiality

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

b. Conflict of Interest

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.

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

Conflicting Activities

(a) Conflict between consulting activities and procurement of goods or non-consulting services: A Consultant that has been engaged to provide goods 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 or non-consulting services. Conversely, a Consultant 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 non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

Conflicting Assignments

(b) Conflict among consulting assignments: Neither a Consultant nor any of its affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant.

Conflicting Relationship

(c) Relationship with Borrower's staff: A Consultant that has a close business relationship with the Borrower's professional personnel 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 such Contract, shall be disqualified.

One Bid per Bidder

(d) Based on the "One Bid per Bidder" principle, which is to ensure fair competition, a Consultant, and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that Consultant shall not be allowed to submit more than one proposal, either individually as a Consultant or as a member of a Joint Venture. A Consultant (including its affiliate), if acting in the capacity of a Sub-consultant in one proposal, may participate in other proposals, only in that capacity.

Others

(e) Any other form of conflict of interest other than (a) through (d) of this ITC 3.2.

4. Corrupt and Fraudulent Practices

4.1 It is JICA's policy to require that the Consultant and the Client, as well as the Borrowers under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA;

(a) will reject the result of evaluation of proposals if it determines that the Consultant evaluated as the highest-ranked has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will recognize a Consultant as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and

(c) will recognize a Consultant as ineligible to be awarded a contract funded with Japanese ODA Loans if the Consultant or Sub-consultant, who has a direct contract with the Consultant, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

"Cross debarment decisions by the Multilateral Development Banks" is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group's debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started operating cross debarment, as "cross debarment decisions by the Multilateral Development Banks." The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.

JICA will recognize a Consultant as ineligible to be awarded a contract funded with Japanese ODA Loans if the Consultant is debarred by the World Bank Group for the period starting from the date of issuance of this Request for Proposals up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Consultant was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Consultant.

If it is revealed that the Sub-consultant, who has a direct contract with the Consultant, was debarred by the World Bank Group on the sub-contract date, JICA will in principle require the Borrower to have the Consultant cancel the sub-contract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Consultant refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual violation.

5. Eligibility

5.1 A shortlisted Consultant shall be incorporated and registered in any of the eligible source countries indicated in Section 7. In case a shortlisted Consultant is a Joint Venture, each Joint Venture member shall be incorporated and registered in any of the eligible source countries indicated in Section 7. In case a shortlisted Consultant forms a Joint Venture with other firms, each Joint Venture member shall be incorporated and registered in any of the eligible source countries indicated in Section 7.

5.2 A Consultant that has been determined to be ineligible by JICA in accordance with ITC 3.2 and ITC 4.1 above, shall not be eligible to be awarded a contract.

5.3 The Services that may be provided under the Contract and financed by JICA, shall have as their country of origin any of the eligible source countries indicated in Section 7.

5.4 Consultants shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

B. Preparation of Proposals

6. Preparation of Proposals

6.1 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.

6.2 The Consultant shall bear all costs associated with the preparation and submission of its Proposal and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

6.3 The Proposal, as well as all related correspondence exchanged by the Consultant and the Client, shall be written in the language specified in the Data Sheet.

7. Proposal Validity

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

7.2 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.

a. Extension of Validity Period

7.3 The Client will make its best effort to complete negotiations within this period. However, should the need arise, the Client may request, in writing, all Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Key Experts named in the Proposal.

7.4 Consultants who do not agree have the right to refuse to extend the validity of their proposals in which case their Proposals will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

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

7.6 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with JICA's prior consultation.

c. Sub-Contracting

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

d. Delayed Award

7.8 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial proposal validity, the amounts payable under the Contract shall be determined as follows:

(a) In the case of fixed price contracts, the amounts payable under the Contract shall be the price of the Financial Proposal adjusted by the factor specified in the Data Sheet.

(b) In the case of adjustable price contracts, to determine the amounts payable under the Contract, the fixed portion of the price of the Financial Proposal shall be adjusted by the factor specified in the Data Sheet.

(c) In any case, evaluation shall be based on the price of the Financial Proposal without taking into consideration the applicable correction from those indicated above.

8. Clarification and Amendments of RFP

a. Clarification of RFP

8.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission deadline date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all 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 under ITC 8.2.

b. Amendment of RFP

8.2 The Client may amend the RFP by issuing an addendum in writing or by standard electronic means in sufficient

time before the submission of Proposals. The addendum shall be sent to all shortlisted Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

8.3 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.

9. Preparation of Proposals – Specific Considerations

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

(i) For the purpose of submitting a proposal, a shortlisted Consultant may enhance its expertise for the assignment either by:

(a) associating with other firms as Sub-consultants, in which case the Consultant shall be solely liable under the Contract and the other firms shall be not liable for the Contract, or

(b) forming a Joint Venture with other firms which substantially perform the Services and/or have experience contributing to the enhancement of the expertise of the Joint Venture, in which case the Consultant shall execute a major portion of the assignment, and the Consultant and the members of the Joint Venture shall be jointly and severally liable under the Contract.

(ii) When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member.

9.2 In the event that the Consultant constitutes a Joint Venture, the Consultant shall submit (i) a copy of the Joint Venture Agreement with its Technical Proposal, and (ii) a power of attorney (executed by all members) that authorizes the designated lead or managing member of the Joint Venture to act for and on behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any Joint Venture

agreement and Joint Venture power of attorney shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the Technical Proposal of such Consultant.

(i) The Joint Venture Agreement shall identify the lead member. All members in a Joint Venture shall sign the Proposal unless the lead member is nominated to do so in the power of attorney.

(ii) Consultants 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.

10. Technical Proposal Format and Content

10.1 The Technical Proposal shall provide the information indicated in the following paragraphs from (i) to (vii) using the attached Standard Forms (Section 3). The following table summarizes the content and recommended number of pages. A page is considered to be one printed side of A4 or letter size paper.

Voluminous Technical Proposals substantially exceeding the number of pages indicated below may not be evaluated.

Experience of the firm	(i) about two (2) pages introducing the Consultant's organization and general experience (Form TECH-2A). (ii) about twenty (20) pages of relevant completed projects illustrating the Consultant's relevant experience (Form TECH-2B). No promotional material should be included.
Comments on terms of reference	no limit, but to be concise and to the point (Form TECH-3A).
Comments on counterpart staff and facility requirements	about two (2) pages (Form TECH-3B).
General approach and methodology, work plan	about fifty (50) pages inclusive of charts and diagrams (Form TECH-4).
List of proposed Key Expert team	(Form TECH-5)

and Summary of CV particulars	
Key Experts' CVs	about five (5) pages for each Key Expert's CV (Form TECH-6)
Expert schedule	(Form TECH-7)
Work Schedule	(Form TECH-8)
Acknowledgement of Compliance with the Guidelines for Employment of Consultants	(Form TECH-9)

(i) A brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of Joint Venture, for each member, on assignments of a similar nature are required in Form TECH-2. For each assignment, the outline should indicate the names of Sub-consultants/ Experts who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted individually as corporate entity or, as a lead firm or one of members within a Joint Venture. Assignments completed by individual Experts working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Joint Venture members, but can be claimed by the Experts themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(ii) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3). Comments and suggestions on the Terms of Reference and on requirements for counterpart staff and facilities will be evaluated as part of the Technical Proposal and applicable amounts will be included in the Financial Proposal.

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

(iv) The list of the proposed team by area of expertise, the position that would be assigned to each team member, their tasks and a summary of essential CV information (Form TECH-5).

(v) CVs of the Key Experts signed by the Key Experts themselves or by the authorized representative submitting the proposal (Form TECH-6). In case of CVs signed by the authorized representative, should the firm be ranked first, copies of the same CVs signed by the Key Experts must be submitted to the Client prior to commencement of contract negotiations.

(vi) Estimates (man-months) of the Experts needed to carry out the assignment (Form TECH-7). The man-months input should be indicated separately for home office and field activities.

(vii) The Acknowledgement of Compliance with the Guidelines for Employment of Consultants (Form TECH-9). The Consultant's authorized representative shall sign and date this Form on behalf of the Consultant.

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

11. Financial Proposals Format and Content

11.1 (i) The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. The minimum number of man-months required to carry out the Services is indicated in the Data Sheet for information. 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.

(ii) The Financial Proposal requires completion of four

forms, Forms FIN-1 to FIN-3 and Form FIN-5, shown in Section 4.

a. Form FIN-1 is the Financial Proposal Submission Form.

b. Form FIN-2 summarizes the proposed cost(s) by currency(ies). It shall list all costs associated with the assignment, including remuneration for Experts and reimbursable expenses indicated in the Data Sheet. The total amounts of remuneration and reimbursable expenses in Form FIN-2 shall be consistent with those amounts in Forms FIN-3 and FIN-5.

c. The amounts stated under provisional sums and for contingency in FIN-2 must be the exact amounts and in the same currency as specified in the Data Sheet for such cost. The exact amounts and the currency of provisional sums and contingency, and the applicable payment schedule will be determined during contract negotiations.

d. Form FIN-3 shows the remuneration.

e. Form FIN-5 shows details of reimbursable expenses.

f. All activities and items described in the Technical Proposal must be priced. For non-remuneration (e.g. reimbursable expenses) related omissions, any activities or items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items provided for in the Financial Proposal.

g. For remuneration related costs, for evaluation purposes only, if less than the minimum number of man-months specified in the Data Sheet is provided in the Technical Proposal, the relevant Financial Proposal will be adjusted to reflect the difference between the so proposed number of man-months and the number of the minimum man-months. Such an adjustment will be made for each of the international Experts and local Experts through adding the amount obtained as follows:

$A_{ad} = (M_{min} - M_{pro}) \times RR_h$ where:

A_{ad}: Amount adjusted

M_{min}: Minimum number of man-months as specified in DS 11.1 (i)

M_{pro}: Number of man-months proposed

RR_h: The highest remuneration rate per month in each category (international or local Experts) among all the Proposals

a. Taxes

11.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless otherwise stated in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet. Any local taxes will be excluded at financial evaluation, but they will be discussed at Contract negotiations, and applicable amounts will be included in the Contract.

b. Currency of Proposal and Payment

11.3 Consultants may express the price of their services in Japanese Yen and/or in the other internationally traded currency(ies) stated in the Data Sheet, singly or in combination. Consultants may state the portion of their price representing local cost in the currency of the Client's country.

11.4 Payments under the Contract shall be made in the currency or currencies in which the Financial Proposal of the selected Consultant is expressed.

C. Submission, Opening and Evaluation

12. Submission, Receipt, and Opening of Proposals

12.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 and 11. The submission can be done by mail or by hand.

12.2 The original Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 3 and FIN-1 of Section 4, respectively, including required attachments, if any. [See ITC 9.2 above.]

12.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. Copies of the Technical Proposal shall be prepared in the number indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

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

12.5 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL." Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

12.6 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with ITC 8.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

13. Substitution and Modifications

13.1 The Consultants may substitute, or modify their Proposal after it has been submitted by sending a written notice,

duly signed by an authorized representative. The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notice must be:

(a) prepared and submitted in accordance with ITC 12.1 through ITC 12.6, and in addition, the respective envelopes shall be clearly marked "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Client prior to the deadline prescribed for submission of Proposal, in accordance with ITC 12.6.

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

13.3 First, envelopes marked "SUBSTITUTION" shall be opened. The envelopes containing the Substitution Technical Proposal and/or Substitution Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Consultant unopened. Only the Substitution Technical Proposal, if any, shall be opened. Substitution Financial Proposal will remain unopened in accordance with ITC 13.2. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Technical Proposal opening.

13.4 Second, envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Proposal. Only the Technical Proposals, both Original as well as Modification, are to be opened and read out at the Technical Proposal opening. Financial Proposals, both Original as well as Modification, will remain unopened in accordance with ITC 13.2.

14 Proposal Evaluation

14.1 Except for the written communications for clarification of the Proposals, from the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and Financial Proposal. Any effort by

Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

The evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and JICA issues its "concurrence."

a. Evaluation of Technical Proposals

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

14.3 After the technical evaluation is completed, the Client will notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, and return their Financial Proposals unopened.

b. Public Opening of Financial Proposals

14.4 The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, informing them of the technical scores obtained by their Technical Proposals, and indicating the date, time and location for opening the Financial Proposals. The expected date for the public opening of the Financial Proposals is indicated in the Data Sheet; the opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

14.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the Consultants; and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and JICA.

c. Evaluation of Financial Proposals

14.6 The evaluation committee will review the detailed content of each Financial Proposal and the congruency of the Technical and Financial Proposal. Financial Proposals will be reviewed to ensure these are:

(i) complete (i.e., whether Consultants have priced all items of the corresponding Technical Proposal); in case of material omissions of reimbursable items, the Client will price them by application of the highest unit cost of the omitted item in the Financial Proposals of the Consultant (or an unit cost reasonably estimated by the Client) and the quantity omitted, and add their cost to the offered price, and correct any arithmetical errors. When correcting computational errors, in case of discrepancy between (a) a partial amount and the total amount the partial amount shall prevail; (b) words and figures, the words shall prevail. The evaluated total price (ETP) for each Financial Proposal will be determined. The ETP excludes non-competitive components (i.e. contingencies, provisional sums and local indirect taxes). The ETP will be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

(ii) in compliance with the requirements set forth in the Data Sheet, each Financial Proposal must include provisional sums and contingencies in the amounts specified in the Data Sheet and the validity period of the Consultants' Proposals must accord with the validity period indicated in the Data Sheet. Provision for a discount in any Financial Proposal is not permissible and the ETP for each Financial Proposal will be determined without applying any discount.

14.7 The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for each other Financial Proposal is inversely proportional to its ETP and will be computed as follows:

$Sf = 100 \times Fm / F$ where:

Sf is the financial score of the Financial Proposal being evaluated,

Fm is the ETP of the lowest priced Financial Proposal,

F is the ETP of the Financial Proposal under consideration

14.8 Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by normally applying a weight as specified in the Data Sheet respectively to the technical and financial score of each evaluated qualifying Technical and Financial Proposal and then computing the relevant combined total score for each Consultant. After such final ranking, the first-ranked Consultants will be invited for contract negotiations.

D. Negotiations and Award

15. Negotiations

15.1 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.

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

a. Availability of Key Experts

15.3 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 7.5. 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.

15.4 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 to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

15.5 The negotiations include discussions of the Terms of Reference (TOR), 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

15.6 The financial negotiations will include a clarification of the Consultant's tax liability in the Client's country, and how it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

15.7 The financial negotiations will, as necessary, fine-tune duration of the Expert's inputs and quantities of items of reimbursable expenses that may be increased or decreased from the relevant amounts shown or agreed otherwise in the Financial Proposal but without significant alterations. The unit rate of Expert remuneration and specific unit rates for reimbursable expenses will not be subject to negotiations.

16. Conclusion of the negotiations

16.1 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract.

16.2 If negotiations fail, the Client may, subject to prior consultation with JICA, 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.

17. Award of Contract

17.1 After completing negotiations the Client shall award the Contract to the selected Consultant and notify the other Consultants who have submitted proposals that they were unsuccessful.

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

17.3 Consultants who were not awarded the Contract may request a debriefing in writing or in a meeting from the executing agency after Contract award in respect of their Proposal.

18. Publication

18.1 After a Contract is determined to be eligible for JICA's financing, the following information may be made public by JICA:

(i) the names of all Consultants who submitted Proposals,

(ii) the technical points assigned to each Consultant,

(iii) the offered prices of each Consultant,

(iv) the overall ranking of the Consultants,

(v) the name and address of the successful Consultant, and

(vi) the award date and amount of the Contract.

19. Confidentiality

19.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The use by any Consultant of confidential information related to the process may make it subject to JICA's rules related to corrupt or fraudulent practices.

QCBS - Data Sheet

Paragraph Reference	
1. (b)	The Applicable Guidelines are those published in April 2012.
2.1	Amount of the Loan Agreement: 7,632 million JPY Signed date of the Loan Agreement: 16 June, 2014 Name of Project: Haor Flood Management and Livelihood Improvement Project
2.2	Name of the Client: Bangladesh Water Development Board
2.3	Name of the assignment: "Consultancy Services for Management, Design & Supervision and other related services for Haor Flood Management and Livelihood Improvement Project (BWDB part)."
2.4	A pre-proposal conference will be held: Yes, on 16-09-2014. (2 (two) weeks from the date of issuance of RFP) The Client's representative is: Project Director, Haor Flood Management and Livelihood Improvement Project, BWDB. Address: 3rd Floor, Room No.306, WAPDA Building, Motijheel, Dhaka Telephone: 9512339 Mobile – 01711330641, Facsimile: 9550248 E-mail: mfa_abedin@yahoo.com
2.5	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Preparatory survey on upper Meghna River Basin Water shed Management Improvement Project by JICA (Dec. 2013). Data Collection Survey on Water Resources Management in Haor Area of Bangladesh by JICA (Dec. 2013.)
4.1(c)	A list of debarred firms and individuals is available at the World Bank's website: www.worldbank.org/debarr Hot Line (1-800-831-0463)
6.3	Proposals shall be submitted in the following language: English
7.1	Proposals must remain valid 119 days after the submission deadline date, i.e. until: _____

7.8(a)	The price of the Financial Proposal shall be adjusted by the following factor : 1% (one percent)
7.8(b)	The Fixed portion of the price of the Financial Proposal shall be adjusted by the following factor : 1% (one percent)
8.1	Clarifications may be requested by *date: 21 days before the submission deadline date.* The address for requesting clarifications is: Project Director, Haor Flood Management and Livelihood Improvement Project, BWDB, 3rd Floor, Room No.-306, WAPDA Building, Motijheel, Dhaka Facsimile: 9550248 Mobile – 01711330641 E-mail: mfa_abedin@yahoo.com
11.1 (i)	Minimum number of man-months for Experts are: - International Experts: 71 man-months - Local Experts: 324 man-months - Total: 395 man-months
	(1) a per diem allowance in respect of Experts of the Consultant for every day in which the Experts shall be absent from their home office; (2) cost of necessary international and local air travel of Experts by the most appropriate means of transport and the most direct practicable route; (3) land transportation including vehicle rental; (4) cost of international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost, rental and freight of any equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of printing and dispatching of the reports to be produced for the Services; (7) miscellaneous administrative and support costs including office operations, support personnel and translation; (8) cost of such further items required for purposes of the Services not covered in the foregoing.

11.1 (ii) c	Amount for provisional sums: - for foreign currency: 5% of remuneration and reimbursable cost in foreign currency - for local currency: 5% of remuneration and reimbursable cost in local currency Contingency amount: - for foreign currency: 5% of remuneration and reimbursable cost in foreign currency - for local currency: 5% of remuneration and reimbursable cost in local currency
11.2	"Information on the Consultant's tax liabilities in the Client's country can be found at National Board of Revenue's (NBR) website. The address of website is www.nbr-bd.org.
11.3	The other international traded currency(ies) permitted is: USD
12.3	Number of copies of the Technical Proposal: One original and six copies along with soft copy
12.5	Time and date of the Proposal submission deadline: 45 days from the date of issuance of RFP - Time: 1:00 PM BST - Date: 14-10-2014
12.6	Consultants must submit the original and all copies of the Technical Proposal, and the original Financial Proposal to the Client to the following address: Office of the Project Director, Haor Flood Management and Livelihood Improvement Project, BWDB Dhaka. 3rd Floor, Room No.-306, WAPDA Building, Motijheel, Dhaka Facsimile: 9550248 Mobile – 01711330641 E-mail: mfa_abedin@yahoo.com Proposals must be submitted no later than the following date and time: As per *Clause 12.5 of this Data Sheet*

14.2 Criteria, sub-criteria, and point system for the evaluation are:

	Points
(i) Experience of the Consultants relevant to the assignment:	
a) Experience of international projects of comparable size, complexity and technical specialty (Note 1)	7
b) Experience in developing countries (Note 2) under comparable conditions	3
c) Experience in Japanese ODA projects	2
Total points for criterion (i):	**12**

Note 1: Comparable size means that the contract amount of the consulting services is over 250 million BDT. Consulting experiences in projects related to flood / water resource / wetland management, flood / water resource / wetland management infrastructure such as embankment, regulators, drainage channel/canal excavation and livelihood improvement through promotion and agriculture related income generation activities are counted.

Note 2: South Asia Countries & South East Asia

(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
a) Technical approach and methodology	17
b) Work plan	6
c) Organization and staffing	5
Total points for criterion (ii):	**28**
(iii) Key Experts' qualifications and competence for the assignment:	
International Experts	
a) Team Leader	15
b) Hydraulic Engineer	5
c) Agriculture Support Service Specialist	2
Subtotal of International Experts	**22**
a) Co-team Leader	15
b) Embankment Design Engineer	3
c) Structural Engineer	4
d) Hydraulic Engineer	4
e) O&M Specialist	4
f) Agronomist / Field Extension Services	4
g) Agriculture Training Specialist	4
Subtotal of Domestic Experts	**38**
Total points for criterion (iii):	**60**

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1) General qualifications	20
2) Adequacy for the assignment	70
3) Familiarity with the language and the conditions of the Country	10
Total weight:	100%

	Note 3 : Project to be counted as key experts' experience are as follows, if not specified in the Clause 6 of Terms of Reference in Section 5; Mon-month of the key experts is more than 5 man-months in the mentioned project. The minimum technical score (St) required to pass is: 70 Points
14.4	Expected date (month/year) for public opening of Financial Proposals: 10 days after receiving concurrence of JICA on Technical Evaluation Report 25th November, 2014 at: Project Director's Office Dhaka.
14.6(i)	The single currency for price conversion is: BDT The source of official selling rates is: Bangladesh Bank The date of exchange rates is: On the date of Technical Proposal Opening.
14.8	Quality-Cost Ratio: *90:10*
15.1	Expected date and address for contract negotiations: 10 days of concurrence of JICA on combined Evaluation Report 10th December, 2014 at: Project Director's Office Dhaka.
17.2	Expected date for commencement of consulting services: 21 days from the date of signing the contract 1st February, 2015 at: Project Director's Office Dhaka.

Section 3. Technical Proposal - Standard Forms

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Form TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert name of assignment*] in accordance with your Request for Proposals dated [*Insert Date*] and our Proposal. [*Select appropriate wording depending on the selection method stated in the RFP:* "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" *or, if only a Technical Proposal is invited* "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

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

OR

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

We hereby declare that:

(a) All the information provided 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 the Data Sheet, Clause 7.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 5, and we confirm our understanding of our obligation to abide by JICA's policy in regard to corrupt and fraudulent practices as per ITC 4.

(e) 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 7.5 and ITC 15.4 may lead to the termination of Contract negotiations.

(f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [*in full and initials*]: _____
Name and Title of Signatory: _____
Name of Consultant [*company's name or JV's name*]:
In the capacity of: _____

Address: _____
Contact information [*phone and e-mail*]: _____

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

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[*Provide here a brief (two pages) description of the organization and general experience of the Consultant and, if applicable, each joint venture member for this assignment.*]

B - Consultant's Experience

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

Assignment name:	Approx. value of the contract (in current US$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of man-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US$ or Euro):
Start date (month/year): Completion date (month/year):	Nº of professional man-months provided by the joint venture members or Sub-consultants:
Name of joint venture member or Sub-consultants, if any:	
Narrative description of Project:	
Description of actual services provided in the assignment:	

Firm's Name: _____

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

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to enhance performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities).*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Clause 2.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, background reports, etc., if any.*]

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

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

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

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. In methodology the latest technology like Mathematical Modelling is preferable. Staffing for training should also be explained, if so required in the TOR. Please do not repeat/copy the TOR in here.

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

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff. You shall also specify if you will be the lead firm in a joint venture or in an association with Sub-consultants. For joint ventures, you must attach a copy of the joint venture agreement or a letter of intention to form a Joint Venture, as specified in Form TECH-1.]

Form TECH-5: Team Composition, Task Assignments and Summary of CV Information

Family Name, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Key Expert or Non-Key Expert	Nationality	Employment Status with Firm (full-time, or other)	Education / Degree (Year / Institution)	No. of years of relevant project experience	CV signature (by expert/by other)

Form TECH-6: Curriculum Vitae (CV) for Proposed Key Experts

1. General

Position Title and No.	[e.g., K-1, TEAM LEADER] [*Note: Only one candidate shall be nominated to each position.*]
Name of Key Expert	[*Insert full name*]
Name of the Firm proposing the Key Expert	
Date of Birth	[*day/month/year*]
Nationality	
Country of Citizenship/Residence	

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

3. 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. Hbbbbb, deputy minister]		

*Contact information for references is required only for assignments during the last 3 years.

4. Membership in Professional Associations and Publications:

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

1. Reading
2. Reading and writing
3. Speaking

4. Adequacy for the Assignment:

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

5. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

(i) this CV correctly describes my qualifications and my experience;

(ii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Expert Schedule in Form TECH-7 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;

(iii) I am committed to undertake the assignment within the validity of Proposal;

(iv) I am not part of the team who wrote the terms of reference for this consulting services assignment;

(v) I am, pursuant to Clauses 3 and 4 of the ITC, eligible for engagement.

I understand that any misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[*Signature of Key Expert or authorized representative of the firm*][1] *Day/Month/Year*

Full name of authorized representative: _____

[1] This CV can be signed by an authorized representative of the Consultant provided that if the Consultant's proposal is ranked first, a copy of the CV signed by the Key Expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

Form TECH-7: Expert Schedule[1]

N°	Name of Expert /Position /Category(International or Local)	Professional Expert input (in the form of a bar chart)[2]													Total man-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field[3, 4]	Total
Key Experts																	
ex.	Mr. XYZ Project Manager (International)	[*Home*]															
		[*Field*]															
1																	
2																	
n																	
											Subtotal						
Non-Key Experts																	
1		[*Home*]															
		[*Field*]															
2																	
n																	
											Subtotal						
											Total						

1 For Key Experts, the input should be indicated individually for the same position as required under Clause 14.2 of the Data Sheet; for Non-Key Experts it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.).

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

3 One (1) month equals twenty two (22) working days. One (1) working day shall be not less than eight (8) hours. National holidays and holidays are locally recognized days. [to be identified and confirmed at the contract negotiation]

4 Field work means work carried out at a place other than the Expert's home office; i.e. normal place of business.

Full time input

Part time input

Form TECH-8: Work Schedule

N°	Activity[1]	Months[2]												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

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

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

Form TECH-9: Acknowledgement of Compliance with the Guidelines for Employment of Consultants

A) I, [*name and position of authorized signatory*] duly authorized by [*name of Consultant/members of joint venture)*] ("Consultant") hereby certify on behalf of the Consultant and myself that information provided in the Technical and Financial Proposals (collectively "Proposals") submitted by the Consultant for [*Loan No. and name of the Project*] (hereinafter called "the Project") is true, correct and accurate to the best of my knowledge and belief. I further certify that on behalf of the Consultant that:

(i) the Proposals have been prepared and submitted in compliance with the terms and conditions set forth in Guidelines for the Employment of Consultants under Japanese ODA Loans (hereinafter called "Guidelines"); and

(ii) the Consultant has not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

B) I certify that the Consultant has NOT been debarred for more than one year by the World Bank Group since the date of issuance of the Request for Proposals[1].

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since such debarment decision, use the following sentence B').>

B') I certify that the Consultant has been debarred by the World Bank Group BUT three (3) years have passed since such debarment decision, on the date of issuance of the Request for Proposals. The profile of the debarment is as follows;

name of the debarred firm	starting date of debarment	ending date of debarment	reason of debarment

C) I certify that the Consultant will not make a Sub-contract with an entity or individual which is debarred for more than one year by the World Bank Group, unless three (3) years have passed since such debarment decision on the sub-contract date.

D) I certify that the Experts of the Consultant and either Sub-consultant having a direct contract with the Consultant or Expert nominated by the Consultant, who are assigned to this contract on time basis, will not be engaged in any other assignment which may have time conflict with the Contract.

[1] The starting date should be revised to "appointment", if a consultant is selected through the Single-Source Selection method; or to "commencement of the actual selection process," if the Borrower adopt a method other than QCBS, QBS, or Single Source Selection.

E) I further certify on behalf of the Consultant that, if selected to undertake services in connection with the Contract, I shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

F) If any of the statement, as acknowledged above, proves to contradict the facts subsequently, or is not complied with, I have no objection as to whether (i) the Employer exercises any remedies and/or (ii) JICA imposes sanctions against the Consultant.

_____

Authorized SIGNATORY
For and on behalf of the Consultant

Date: _____

Section 4. Financial Proposal - Standard Forms

Table of Financial Forms

Form FIN-1: Financial Proposal Submission Form 2
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Form FIN-1: Financial Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*insert name of assignment*] in accordance with your Request for Proposal dated [*insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*insert amount(s) in words and figures*[1]].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 7.1 of the Data Sheet.

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

We remain,

Yours sincerely,

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

1 Amounts must coincide with the ones indicated under Total in Form FIN-2. This amount is inclusive of the local indirect taxes, which shall be confirmed during negotiations, and included in the Contract price.

Form FIN-2: Summary of Costs

Invitation No.:

Competitive Components:	US$	JPY	Local Currency
Remuneration	399,000	42,750,500	1,695,000
Reimbursable Expenses	98,810		100,000
Sub-Total [1]	497,810	42,750,500	1,795,000
Non-Competitive Components:			
Provisional Sums[2]	158,500		
Contingencies[2, 3]	65,631	4,275,000	179,500
Indirect Taxes Estimates[4]	49,781		10,000
Sub-Total	273,912	4,275,000	189,500
Total	771,722	47,025,500	1,984,500

1 Indicate the aggregate costs, which are exclusive of local indirect taxes, to be fixed by the Client in each currency for remuneration and reimbursable expenses. Such aggregate costs must coincide with the sum of the relevant sub-totals indicated in Form FIN-3 and Form FIN-5 provided with the Proposal.

2 The amounts provided for these items must correspond to the exact amount specified in the Data Sheet (5% of remuneration and reimbursable expenses) and these will be discussed during the contract negotiations.

3 In case that provisions on price adjustment are stated in the conditions of contract, contingencies for price escalation must be included in this item.

4 Indirect taxes to be discussed and finalized at the negotiations if the Contract is awarded.

Form FIN-3: Remuneration

Invitation No:

Key Experts

Name of Expert Position International/Local	Employment Status [1]	Currency	Home Ofc Rate (per mo)	Months	Field Rate (per mo)	Months	Sub-Total
XXX *Civil Engineer* *(International)*	FT	USD	24,500	5	25,400	10	376,500
YYY *Community Development Specialist* *(International)*	OS	JPY	0	0	2,850,00	15	42,750,000
ZZZ *Irrigation Specialist* *(International)*	FT	EUR	23,500	20	24,500	50	1,695,000

Non-Key Experts

Expert	Employment Status [1]	Currency	Home Ofc Rate (per mo)	Months	Field Rate (per mo)	Months	Sub-Total
AAA *Irrigation Specialist* *(Local)*		USD		0	1,500	15	22,500

1 Full-time (FT) – employee of the lead firm or joint venture member or Sub-consultant; Other Source (OS) – an Expert provided by another source that is not a joint venture member or a Sub-consultant firm; Independent Expert (IP) – independent, self-employed Expert.

Form FIN-4: Breakdown of Remuneration (for QBS only)

Invitation No.:

EXPERT				1	2	3	4	5	6	7	8	9	10
Position Full Name	Firm[1/]	Type[2/]	Employment Status[3/]	Basic Monthly Salary Currency[4/]	Social Charges Amount % of 1	Overhead Amount % of 1	Sub-Total Amount (1+2+3)	Fee Amount % of 4	Home Office Rate /Month (4+5)	Others[5/] Amount % of 1	Field Rate /Month (6+7)	Multiplier (6/1)	Support Documents

1/ Initials of firm, joint venture member or Sub-consultant (please indicate in the box, the firm represented by initials);

2/ K=Key Expert, NK=Non-Key Expert

3/ FT - Full time with firm or joint venture member or Sub-consultant
OS - Expert being provided by other source (other than lead firm or joint venture member or Sub-consultant)
IP - Independent, self-employed Expert

4/ Currency of the firm's country

5/ If applicable, please provide explanations.

INITIALS	FIRM NAME

CERTIFIED AS CORRECT _____ : _____

Name _____ : _____

Position in Firm _____ : _____

Date _____ : _____

Form FIN-5: Breakdown of Reimbursable Expenses

Invitation No.:

Foreign	Unit	Currency	Unit Cost	Qty	Cost
Per Diem	Day	USD	135	90	12,150
International Air Travel					
London/Kabul: XXX	RT	USD	4,010	6	24,060
San Francisco/Kabul: YYY	RT	USD	3,500	6	21,000
Tokyo/Kabul: ZZZ	RT	USD	2,500	6	15,000
Communications	Month	USD	6,000	1	6,000
Report Preparation, Production	lump sum	USD	6,000	1	6,000
Provisional sums					
Equipment	lump sum	USD	150,000	1	150,000

Local	Unit	Currency	Unit Cost	Qty	Cost
National Air Travel	RT	USD	100	5	500
Office Operations,					
LC (Office Supplies, Support Staff)	Month	USD	350	6	2,100
Supporting Staff	Month	USD	4,000	3	12,000
Provisional sums					
Seminars	lump sum	USD	3,500	1	3,500
Workshops	lump sum	USD	5,000	1	5,000

Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-5

1 Forms FIN-1 to FIN-4 must be completed and submitted to the Client in hard and soft copies, strictly in accordance with the instructions.

2 It is the Consultant's responsibility to ensure the correct Financial Proposal format is used for the selection method indicated in the Data Sheet.

3 **Form FIN-1** Financial Proposal Submission Form shall be filled in following the instructions provided in the Form.

4 **Form FIN-2** Summary of Costs. Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.

5 **Form FIN-3** Remuneration

(i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Key Expert and Non-Key Expert to be fielded by the Consultant as part of its proposed team of Experts. Please note that, for purposes of computing remuneration payable to Experts, payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

(ii) The following details shall be shown for each Expert:

a. Expert's name
b. Key or Non-Key Expert
c. International or Local Expert
d. Employment status
   - Regular full-time (FT) - employee of the Consultant or the Sub-consultant. [Refer to Form TECH-2, footnote 1 of Section 3].
   - Other source (OS) - an Expert being provided by another source which is not a Consultant or a Sub-consultant.
   - Independent Expert (IP) - independent, self-employed Expert.
e. Nominated position; same as that shown on Expert Schedule (Form TECH-7, Section 3).
f. Currency; currency or currencies in which payments are to be made to the Experts.
g. Home office rate; remuneration rate when the Expert is working in the Consultant's home country office.

h. Field rate; remuneration rate when the Expert is working outside the Expert's home country.
i. Months; number of months input to match that shown on the Expert Schedule (Form TECH-7, Section 3).

When QCBS is used, support documents relating to remuneration are not required, in general.

6 **Form FIN-4** Breakdown of Remuneration

Form FIN-4 shall only be used when QBS is used and full details showing how the remuneration rate was determined must be provided. These include basic salary, social charges, overhead fee and other special loadings to the basic salary that may be applicable, and these shall be shown in complete detail on Form FIN-4.

The following provides guidance as to the meaning of these terms.

(i) **The Basic Monthly Salary** is the actual base salary payable on a regular basis by the Consultant, or its Sub-consultant to its regular full-time employee based on the employee's contract of employment with the firm. This is before any supplemental payments or any deductions are made to or from the salary. During contract negotiations, the Consultant will be required to provide certified copies of salary slips, contracts of employment or other relevant documents to be regarded as equivalent to the said documents to support salaries the Consultant shows in the Financial Proposal.

(ii) **Social Charges** represent costs to the Consultant of specific employee benefits such as paid vacation, contributions to pension funds, insurance and similar costs directly attributable to the employee. These costs should be distinguished from the generalized overhead costs of the firm.

(iii) **The Overhead Cost** represents the Consultant's normal overhead expense at the home office that is attributable to its consulting activity. The Consultant and its joint venture member or its Sub-consultant should each show one overall average percentage figure to be applied for all of their own experts who are regular full-time employees. In the case of independent individual Experts contracted from outside the Consultant's own regular full time employees, a suitably reduced overhead may be shown as a percentage of their contracted cost.

(iv) **The Fee**, or profit to be earned by the Consultant is computed as a percentage of the summation of the basic monthly salary, the social charges and the overhead cost.

(v) **Other Allowances** provide for inclusion of any other payment the Consultant is obligated in accordance with the Consultant's employment policies, to add to the Expert's home office basic monthly salary when the Expert is working outside its

home country. For such cases during contract negotiations the Consultant must provide a copy of the Expert's employment conditions showing the Consultant's obligation to make this payment. When this allowance is accepted by the Client, it is computed at a percentage of the Expert's basic salary and is not subject to social charges, overhead cost or fee additions. The maximum allowance the Client will accept is limited to 20 percent of the Expert's basic salary.

(vi) **The Multiplier** shows the ratio between the home office rate per month and the basic monthly salary. These multipliers are subject to negotiation.

(vii) **Support Documentation** in the form of salary slips, contract of employment or other relevant documents to be regarded as equivalent to the said documents to support basic salaries shown by the Consultant in the Financial Proposal and a copy of the Consultant's (or Sub-Consultant's) latest set of annual statement of income and expense will be required for review by the Client during contract negotiations. Annual statement should be a copy certified by an independent auditor.

7 **Form FIN-5** Breakdown of Reimbursable Expenses

(i) The purpose of Form FIN-5 is to identify all reimbursable expenses in foreign and local currencies considered by the Consultant necessary to carry out the assignment. The cost of training of the Client's staff is identified, only if training is a major component of the assignment, specified as such in the TOR.

(ii) All required reimbursable expense is an international or a local expense.

a. Type - whether the expense is an international or local expense.
b. Unit - type of unit (monthly, daily lump sum, etc.)
c. Currency - currency of expense
d. Per unit cost - unit rate for the item
e. Quantity - quantity of the item

(iii) Per Diems

a. For International Experts, the weighted average per diems (i.e., one per diem rate for all locations) need to be computed (per diems are calculated on the basis of 30 days per calendar month). The per diem comprises room costs and subsistence allowance for meals and other similar expenses.

b. For Local Experts, when the Experts are required to work away from the Consultant's project office, the weighted average per diems (i.e., per diem rate for all locations) of the local Consultants calculated on the basis of 30 days per calendar month need to be shown.

(iv) International Travel

International travel costs will show the airfares needed by International Experts to travel from their home office, or regular place of work, to the field, by the most appropriate and the most direct practicable route. Air travel shall be by less than first class.

For International Experts spending twenty-four (24) consecutive months or more in the Client's country, one extra round trip will be reimbursed for every twenty-four (24) months of assignment in the Client's country. Such International Experts will be entitled to such extra round trip only if upon their return to the Client's country, such International Experts are scheduled to serve for the purposes of the Project for a further period of not less than six (6) consecutive months.

Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the International Experts assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Experts will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.

The number of round trips, the cost for each trip and destinations should be shown under "air travel".

(v) Miscellaneous Travel Expenses

A separate item "Miscellaneous Travel Expenses" should be shown to cover a lump sum allowance per round trip for processing necessary travel documents (passport, visas, travel permits), airport taxes, transport to and from airports, inoculations, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight for each International Expert and each eligible dependent, etc.

(vi) Miscellaneous Costs

Miscellaneous costs include, but are not limited to:

a. The costs of international and local communication reasonably required by the Consultant for the purposes of the Services;
b. The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.;
c. The cost of acquisition, shipment and handling of the equipment, instruments, materials and supplies required for the Services;
d. Miscellaneous administrative and support costs.

8

(vii) Provisional Sums and Contingency

The amounts indicated as "provisional sums" (e.g. workshop, seminar amounts, etc.), which are reimbursable, and the contingency amount must be the exact amounts and in the same currency as specified in the Data Sheet for such cost.

ILLUSTRATIVE EXAMPLE OF COMPUTING SOCIAL CHARGES (FORM A)

BREAKDOWN OF SOCIAL CHARGES
(As claimed in Form FIN-4Column 2 and Shown as a Percentage of Total Salary Cost of Firm's Regular Professional Staff)[1]

Item Description	Reference[2]	Amount (Currency)	As % of Total Basic Salary	Comments
Statutory Holidays	n/a	n/a	3.84%[4]	
Vacation Leave	n/a	n/a	7.69%[5]	
Sick Leave	n/a	n/a	1.92%[6]	
13th month pay	IS (1)	1,605	0.74%	
Incentive pay	IS (2)	1,350	0.62%	
Retirement/Super-Annuation Fund	IS (3)	5,958	2.76%	
Social Security Contribution	IS (4)	3,670	1.70%	
Health and Medical Expense	IS (5)	2,025	0.94%	
Meal Allowance	IS (6)	1,826	0.84%	
Education/Training Benefits	IS (7)	1,675	0.77%	
	IS (T)[3]	Total	21.82%[7]	

[1] Certified correct by an independent auditor.
[2] IS = income statement.
[3] IS reference (T) = 216,131.
[4] Example: 2 weeks/52 weeks = 3.84%.
[5] Example: 4 weeks/52 weeks = 7.69%.
[6] Example: 1 week/52 weeks = 1.92%.
[7] Corresponds to the total percentage for social charges claimed in FIN-4 Column 2 for the experts shown.

STANDARD FORM B

BREAKDOWN OF OVERHEAD COSTS
(As claimed in Form FIN-4Column 3 and Shown
as a Percentage of Total Salary Cost of
Firm's Regular Professional Staff)

Item Description	Reference[1]	Amount (Currency)	As % of Total Basic Salary[2]	Comments
		Total[3]	0.00%	

[1] You may refer to an income statement or an equivalent financial report..

[2] Copies of the firm's recent annual statements of income and expense should support these figures, where relevant items of cost including the total basic salaries used in the computation can be shown. An independent auditor should also certify these figures as correct.

[3] This figure should correspond to the total percentage for overhead cost claimed in FIN-4 Column 3 for the experts shown.

ILLUSTRATIVE EXAMPLE OF COMPUTING OVERHEAD COSTS (FORM B)

BREAKDOWN OF OVERHEAD COSTS
(As claimed in Form FIN-4Column 3 and Shown as a Percentage of Total Salary Cost of Firm's Regular Professional Staff)[1]

Item Description	Reference[2]	Amount (Currency)	As % of Total Basic Salary	Comments
Amortization Expense	IS (A)	13,587	6.29%	
Depreciation Expense	IS (B)	12,097	5.60%	
Rent	IS (C)	24,000	11.10%	
Insurance Expense	IS (D)	9,594	4.44%	
Professional Fees	IS (E)	18,000	8.33%	
Light, Power and Water	IS (F)	19,521	9.03%	
Telephone/Communications Facilities	IS (G)	9,117	4.22%	
Travel and Transportation	IS (H)	11,726	5.42%	
Data Processing Costs	IS (I)	12,735	5.89%	
Federal/State Taxes and Licenses	IS (J)	1,814	0.84%	
Representation	IS (K)	12,503	5.78%	
Office Supplies	IS (L)	12,496	5.78%	
Advertising and Promotion	IS (M)	10,255	4.74%	
Repairs and Maintenance	IS (N)	7,891	3.65%	
Personnel Training and Development	IS (O)	5,145	2.38%	
Research and Development	IS (P)	8,675	4.01%	
Subscription Dues	IS (Q)	1,275	0.59%	
Membership Dues	IS (R)	4,600	2.13%	
Salary - Non-Billable/Administrative Staff	IS (S)	43,483	20.12%	
	IS (T)	Total[3]	110.34%[4]	

[1] Certified correct by an independent auditor.
[2] IS – Income Statement.
[3] Reference (T) = 216,131.
[4] Corresponds to the total percentage for overhead cost claimed in FIN-4 column 3 for the experts shown.

STANDARD FORM B

BREAKDOWN OF OVERHEAD COSTS
(As claimed in Form FIN-4Column 3 and Shown as a Percentage of Total Salary Cost of Firm's Regular Professional Staff)

Item Description	Reference[1]	Amount (Currency)	As % of Total Basic Salary[2]	Comments
		Total[3]	0.00%	

[1] You may refer to an income statement or an equivalent financial report..

[2] Copies of the firm's recent annual statements of income and expense should support these figures, where relevant items of cost including the total basic salaries used in the computation can be shown. An independent auditor should also certify these figures as correct.

[3] This figure should correspond to the total percentage for overhead cost claimed in FIN-4 Column 3 for the experts shown.

ILLUSTRATIVE EXAMPLE OF COMPUTING OVERHEAD COSTS (FORM B)

BREAKDOWN OF OVERHEAD COSTS
(As claimed in Form FIN-4Column 3 and Shown as a Percentage of Total Salary Cost of Firm's Regular Professional Staff)[1]

Item Description	Reference[2]	Amount (Currency)	As % of Total Basic Salary	Comments
Amortization Expense	IS (A)	13,587	6.29%	
Depreciation Expense	IS (B)	12,097	5.60%	
Rent	IS (C)	24,000	11.10%	
Insurance Expense	IS (D)	9,594	4.44%	
Professional Fees	IS (E)	18,000	8.33%	
Light, Power and Water	IS (F)	19,521	9.03%	
Telephone/Communications Facilities	IS (G)	9,117	4.22%	
Travel and Transportation	IS (H)	11,726	5.42%	
Data Processing Costs	IS (I)	12,735	5.89%	
Federal/State Taxes and Licenses	IS (J)	1,814	0.84%	
Representation	IS (K)	12,503	5.78%	
Office Supplies	IS (L)	12,496	5.78%	
Advertising and Promotion	IS (M)	10,255	4.74%	
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Personnel Training and Development	IS (O)	5,145	2.38%	
Research and Development	IS (P)	8,675	4.01%	
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Membership Dues	IS (R)	4,600	2.13%	
Salary - Non-Billable/Administrative Staff	IS (S)	43,483	20.12%	
	IS (T)	Total[3]	110.34%[4]	

[1] Certified correct by an independent auditor.
[2] IS – Income Statement.
[3] Reference (T) = 216,131.
[4] Corresponds to the total percentage for overhead cost claimed in FIN-4 column 3 for the experts shown.

Section 5. Terms of Reference

1 BACKGROUND

1.1 Background

The Upper Meghna River Basin in Bangladesh has been suffered from frequent floodings due to the high inflow runoffs and the limited conveyance capacity of the river channels. The flooded water spreads into the depressed areas in the low lying alluvial fan and forms so called "Haor". In the Haor area, from time to time certain magnitudes of floods occur in the pre-monsoonal period bringing damages to the paddy to be harvested. Flood control in the Haor area has been one of the substantial concerns of the Government of Bangladesh (hereinafter referred to as "GOB"). On the other hand, reinforcement of agriculture and fisheries, and upgrade of rural infrastructure in that area are also the concerns of GOB as the key interventions for improvement of living standard of the residents therein.

GOB has received a loan from the Japan International Cooperation Agency (hereinafter referred to as "JICA") to finance the Haor Flood Management and Livelihood Improvement Project (hereinafter referred to as "the Project") which is to manage the recurrent flood and to enhance living standard through livelihood improvement.

The Project comprises of the following components:

Component 1: Construction and rehabilitation of flood management infrastructure
Component 2: Construction and rehabilitation of rural development infrastructure
Component 3: Implementation of livelihood improvement activities

Component 3 consists of the following sub-components:

Component 3-1: Agriculture promotion
Component 3-2: Fishery promotion
Component 1 and 3-1 will be implemented by the Bangladesh Water Development Board (hereinafter referred to as "BWDB"), while Component 2 and 3-2 will be implemented by the Local Government Engineering Department (hereinafter referred to as "LGED").

GOB intends to use part of the proceeds of the loan for eligible payments for consulting services for which this ToR is issued for the BWDB portion of the Project.

1.2 Location of the Project

The Project will be implemented in twenty nine (29) Haor area stretches in five (5) districts namely Sunamganj, Habiganj, Netrokona, Kishoreganj and Brahmanbaria in the northeast of Bangladesh.

1.3 Scope of the Project

The scope of the Project (BWDB portion) is as follows.

Component	Item
Component 1	- Rehabilitation of existing flood management infrastructure - Construction of new flood management infrastructure
Component 3-1	- Agriculture Promotion Support Sub-project (APSS) - Small-scale Income Generation Sub-project (SIGS)

The detail project scope: e.g. types of flood management infrastructure, is available at the study referred to 1.5.

The Project (BWDB portion) is expected to be completed by 2023.

1.4 Executing Agency

Bangladesh Water Development Board (BWDB)

1.5 Available Relevant Basic Data and Studies

- Preparatory Survey on Upper Meghna River Basin Watershed Management Improvement Project by JICA
- Data Collection Survey on Water Resources Management in Haor Area of Bangladesh by JICA

2 OBJECTIVES OF CONSULTING SERVICES

The consulting services shall be provided by an international consulting firm (hereinafter referred to as "the Consultant") in association with national consultants in compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans, April 2012.

The objective of the consulting services is to achieve the efficient and proper preparation and implementation of the Project through the following works:

(1) Detailed design
(2) Tender assistance
(3) Construction supervision
(4) Facilitation of implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP)
(5) Facilitation of implementation of Agriculture Promotion Support Sub-project (APSS) and Small-scale Income Generation Sub-project (SIGS)
(6) Technology Transfer

3 SCOPE OF CONSULTING SERVICES

(1) Detailed design

The Consultant shall:

(a) Review and verify all available primary and secondary data collected during the JICA's preparatory survey for the Project;

(b) Carry out the required surveys and investigations such as topographical survey, geotechnical survey, material availability survey, and baseline survey for project evaluation, as applicable to the concerned project components.
(c) Prepare detailed work plan, progress reports and implementation schedule for the Project to ensure effective monitoring and timely project outputs, and regularly update the same;
(d) Prepare the detailed design of the Project in sufficient detail to ensure clarity and understanding by BWDB, contractors and other relevant stakeholders. All the design should be in conformity with the Bangladeshi Standards, or with the appropriate international standards. The detailed design will, as a minimum, include construction drawings, detailed cost estimates, necessary calculations to determine and justify the engineering details for the Project, associated contract documentation to include detailed specifications, bill of quantities (BOQ), implementation schedule for the Project. Such detailed specifications will contain those in relation to i) quality control of materials and workmanship, ii) safety, and iii) protection of the environment. The detailed design shall be prepared in close consultation with, and to meet the requirements of BWDB and will be incorporated into the detailed design report to be submitted for approval of JICA; and
(e) Assist BWDB to formulate Water Management Organizations (WMOs) and to prepare O&M guideline/manual

(2) <u>Tender assistance</u>

The Consultant shall:

(a) Prepare bidding documents in accordance with the latest version of Standard Bidding Documents by Central Procurement Technical Unit (hereinafter referred to as "CPTU") of Bangladesh for National Procurement of Works together with all relevant specifications, drawings and other documents;
(b) Prepare bidding documents which includes the clauses to have Contractor comply with the requirement of the Environmental Management Plan (EMP) and JICA Guidelines for environmental and social considerations (April 2010) (JICA Environmental Guidelines);
(c) Assist BWDB in issuing bid invitation, conducting pre-bid conferences, issuing addendum/corrigendum, and clarifications to bidders' queries;
(d) Assist BWDB in contract negotiation by preparing agenda and facilitating negotiations including preparation of minutes of negotiation meeting; and
(e) Assist BWDB in preparation of a draft and final contract agreement.

(3) <u>Construction supervision</u>

The Consultant shall perform his duties during the construction period in accordance with the contracts to be executed between the Employer and the contractors. In this context, the Consultant shall:

(a) Recommend BWDB concerning variations and claims;
(b) Recommend BWDB to issue the commencement order to the Contractors;
(c) Recommend BWDB for acceptance of the Contractor Performance security, advance payment security and required insurances.;

(d) Review and recommend BWDB for approval of the proposals submitted by the contractors which include work program, method statements, material sources, manpower and equipment deployment. In light of Section 3.03 of Guidelines for the Employment of Consultants under Japanese ODA Loans, April 2012, the Consultant shall review the program submitted by the contractors in particular from the point of view of securing the safety during the construction and require them to submit further details, if necessary;

(e) Recommend BWDB to explain and/or adjust ambiguities and/or discrepancies in the Contract Documents and issue any necessary clarifications or instructions;

(f) Review, verify and further detail the design of the works, recommend BWDB to approve the Contractors' working drawings and, if necessary, issue further drawings and/or give instructions to the Contractor;

(g) Recommend BWDB to liaise with the appropriate authorities to ensure that all the affected utility services are promptly relocated;

(h) Carry out field inspections on the contractor's setting out to ensure that the works are carried out in accordance with drawings and other design details;

(i) Regularly monitor physical and financial progress against the milestones as per the contract so as to ensure completion of contract in time;

(j) Supervise the works so that all the contractual requirements will be met by the contractors, including those in relation to i) quality of the works, ii) safety and iii) protection of the environment. In light of Section 3.03 of Guidelines for the Employment of Consultants under Japanese ODA Loans (April 2012), the Consultant shall confirm that an accident prevention officer proposed by contractor is duly assigned at the project site and that construction works are carried out according to the safety plan as well as the safety measures prescribed in the work program. If the consultants recognize any questions regarding the safety measures in general including the ones mentioned above, the consultants shall require the contractors to make appropriate improvements.;

(k) Supervise field tests, sampling and laboratory test to be carried out by the contractors;

(l) Inspect the construction method, equipment to be used, workmanship at the site in accordance with the specifications;

(m) Survey and measure the work output performed by the contractors and recommend BWDB to issue payment certificates such as interim payment certificates and final payment certificate as specified in the contract;

(n) Recommend BWDB to coordinate the works among different contractors employed for the Project;

(o) Modify the designs, technical specifications and drawings, relevant calculations and cost estimates as may be necessary in accordance with the actual site conditions, and recommend BWDB to issue variation orders;

(p) Carry out timely reporting to BWDB for any inconsistency in executing the works and suggesting appropriate corrective measures to be applied;

(q) Inspect, verify and recommend BWDB to determine claims issued by the parties to the contract (i.e. BWDB and contractors) in accordance with the civil works contract;

(r) Perform the inspection of the works and recommend BWDB to issue certificates such as

the Taking-Over Certificate, Performance Certificate as specified in the civil works contract;

(s) Provide periodic and/or continuous inspection services during defects liability period and if any defects are noted, instruct the contractor to rectify;

(t) Check and certify as-built drawings for the parts of the works designed by the contractors, if any;

(u) Assist BWDB to prepare and submit an operation and maintenance manual for the facilities constructed in the Project to BWDB;

(v) Provide periodic and/or continuous inspection services for the completed works and if any damages, other than defects, are identified, recommend BWDB to provide necessary maintenance works;

(w) Prepare and submit reports to BWDB, which are detailed in Chapter 6 in relation to the implementation of the Project: and

(x) Assist BWDB to provide training program for WMOs.

(4) Facilitation of implementation of Environmental Management Plan (EMP), Environmental Monitoring Plan (EMoP) and Resettlement Action Plan (RAP)

The Consultant shall:

(a) Prepare the draft of EIA/IEE including EMP and EMoP in accordance with Environmental Conservation Rules 1997 in Bangladesh;

(b) Assist BWDB in dissemination and explanation of additionally confirmed and identified environmental issues to public including holding public consultations;

(c) Assist BWDB in obtaining Environmental Clearance from Department of Environment (DOE), Ministry of Environment and Forest in accordance with the planned implementation schedule;

(d) During the preparation of bidding documents, clearly identify environmental responsibilities as explained in the EIA/IEE and EMP;

(e) Assist BWDB to review the Construction Contractor's Environmental Program to be prepared by the contractor in accordance with EMP, relevant plans and JICA Environmental Guidelines and to make recommendations to BWDB regarding any necessary amendments for its approval;

(f) Assist BWDB to implement the measures identified in the EMP;

(g) Monitor the effectiveness of EMP and negative impacts on environment caused by the construction works, and provide technical advices, including a feasible solution, so that BWGB can improve situation when necessary;

(h) Assist BWDB in monitoring the compliance with conditions stated in the EPC and the requirements under EMP and JICA Environmental Guidelines;

(i) Prepare the draft of RAP as necessary by sub-contracting a local firm/NGO based on detailed design in accordance with the agreed resettlement framework, including entitlement matrix and compensation plan; coordinate with various agencies in preparing the procedures for timely land acquisition and disbursement of compensation to project affected persons (PAPs);

(j) Assist BWDB through sub-contractor in identifying the eligible PAPs, and prepare/update the draft list of eligible PAPs and 'Payment Statement' for individual eligible PAPs. The places where each eligible PAPs will relocate to are necessary to be recorded so that the Executing Agency could implement monitoring on income and living conditions of resettled persons;

(k) Assist BWDB in conducting social assessment during early stage of the detailed design stage and review the existing income restoration plan and special assistance plan for vulnerable PAPs and revise/update the contents of the plans if necessary based on priorities identified with support of relevant government agencies and Non-Governmental Organizations (NGOs). The following contents should be included in the plans;

i. Skills Training
ii. Project related Job Opportunities
iii. Provision of social welfare grant
iv. Provision of Agricultural Extension Services
v. Provision of the special allowance to vulnerable PAPs

(l) Assist BWDB to implement the measures identified in the revised RAP;

(m) Assist in procurement of Implementation NGO (INGO);

(n) Monitor land acquisition and compensation activities being undertaken by BWDB and INGO and/or competent authorities, and report the results in monthly progress reports;

(o) Assist BWDB in facilitating stakeholder's participation (including focus group discussions for vulnerable PAPs) and providing feedback their comments on RAP;

(p) Assist BWDB in establishment of grievance redress mechanism including formation of Grievance Redress Committee;

(q) Assist BWDB to ensure that the PAPs are fully aware of the grievance redress procedure and the process of bringing their complaints, investigate the veracity of the complaints, and recommends actions/measures to settle them amicably, fairly and transparently before they go to the redress committee or the courts of law; and

(r) Provide technical services with grievance redress committee for keeping and updating records when necessary.

(5) Facilitation of implementation of Agriculture Promotion Support Sub-project (APSS) and Small-scale Income Generation Sub-project (SIGS)

Detailed Design Stage

The Consultant shall:

(a) Prepare technical guideline and operation manuals for APSS and SIGS;

(b) Review & update, if necessary, the overall work plan for APSS & SIGS prepared under the Preparatory Survey;

(c) Prepare monitoring & evaluation forms for APSS & SIGS and assist BWDB in establishing APSS & SIGS monitoring & evaluation system;

(d) Assist BWDB in the preparation of APSS & SIGS Annual Work Plan for 2017/18;

(e) Assist the inception training of project field staff and staff of concerned line agencies on APSS & SIGS conducted by BWDB;
(f) Support the establishment of coordination and collaboration system for the implementation of APSS & SIGS among BWDB and line agencies concerned.

Implementation Stage

The Consultant shall:

(a) Review and update, if necessary, technical guideline and operation manuals for APSS and SIGS;
(b) Prepare technical guideline and operation manuals for new APSS and SIGS programs & activities;
(c) Implement mid-term review on APSS & SIGS and assist the preparation of the overall work plan of APSS & SIGS for the remaining period;
(d) Assist BWDB in the preparation of APSS & SIGS Annual Work Plans;
(e) Assist the refresher training of project field staff and staff of concerned line agencies on APSS & SIGS conducted by BWDB;
(f) Assist and advise the execution of the overall implementation of APSS & SIGS;
(g) Assist the monitoring & evaluation of APSS & SIGS conducted by BWDB, and
(h) Support the strengthening of coordination and collaboration system for the implementation of APSS & SIGS among BWDB and line agencies concerned.

(6) Technology transfer

The Consultant shall carry out the technology transfer as an important aspect in design and supervision works. The Consultant shall provide the opportunity to BWDB officers and staffs to be involved in the working team of the Consultant during the design, contract administration and supervision works for their capacity building wherever possible. If requested by BWDB, the Consultant shall brief and demonstrate the survey and design procedure, the construction supervision and contract management process and procedures. The consultant shall assist BWDB and its staff to build their capacity as a part of on the job training under the Project.

4 EXPECTED TIME SCHEDULE

The consulting services will be commenced in 15 February, 2015. The total duration of consulting services will be 99 months which includes 12 months of defects liability period. The implementation schedule expected is as shown in Table 4.1 and bar chart is Attachment-1.

Table 4.1 Implementation Schedule Expected

Key Activities	Date	Duration in Months
Commencement of Consulting Services	15 February 2015	19 months
Completion of detailed design, preparation of drawings and tender documents	31 August 2016	
Tender processing	1 September 1016 – 31 October 2017	14months
Component-1		
Commencement of construction work	1 November, 2017	54 months
End of construction	30 April, 2022	
Defect Liability Period	–30 April, 2023	12 months
Termination of Consulting Services	30 April, 2023	
Component-3		
Commencement of activities	1 August 2015	67 months
End of activities	30 April, 2022	

5 STAFFING

5.1 General

Consulting services are combined by component 1 (infrastructures) and component 3-1 (agricultural activities) and each component has 2 stages; detailed design and supervision stage. The design stage involves the detailed design stage, preparing the tender documents, and assistance of tendering and evaluation. The estimated men-months of the consultant personnel for its services are 395 M/M in total, consist of 71 M/M of international, 324 M/M of national engineers or experts as shown in the below.

Component 1

Engineers		M/M
International Engineer (Pro-A)		
a-1	Team Leader	46
a-2	Soil Engineer	2
a-3	Hydraulic Engineer	7
a-4	Construction Plan & Cost Estimator	1
a-5	Mechanical Engineer	2
a-6	Safe Guard Expert	6
Total		64
National Engineer (Pro-B)		
b-1	Co-Team Leader (River Engineer)	68

b-2	Embankment Design Engineer	5
b-3	Structure Engineer	10
b-4	Soil Engineer	6
b-5	Geodetic Engineer	6
b-6	Hydraulic Engineer	10
b-7	Construction Plan & Cost Estimator	3
b-8	Mechanical Engineer	3
b-9	Environment & Social Specialist	20
b-10	Land acquisition & Resettlement Specialist	22
b-11	Procurement and Contract Engineer	3
b-12	O&M Specialist	10
b-13	Supervisor 1	78
Total		244
Gross total		308

Component 3-1

Engineers		M/M
International Engineer (Pro-A)		
a-7	Agriculture Support Services Specialist	7
Total		7
National Engineer (Pro-B)		
b-14	Agronomist/Field Extension Services Specialist	40
b-15	Agriculture Training Specialist	40
Total		80
Gross total		87

Component 1 + 3-1

Engineers		M/M
International Engineer (Pro-A)		
	Component-1	64
	Component-3-1	7
Total		71
National Engineer (Pro-B)		
	Component-1	244
	Component-3-1	80
Total		324
Gross total		395

5.2. Detailed Design Stage (component-1 and 3-1)

For component-1, 6 of Professional(A) (hereinafter referred to as 'Pro-A') consultants and 12 of Professional (B) (hereinafter referred to as 'Pro-B') consultants will be engaged over 33 months' duration of the consulting services, for a total of 36 man-months for Professional(A) and 98 man-months for Professional (B) consultants, respectively. Total consulting input is 134 man-months. For component 3-1, 1 of Professional(A) (hereinafter referred to as 'Pro-A') consultants and 2 of Professional (B) (hereinafter referred to as 'Pro-B') consultants will be engaged over 33 months' duration of the consulting services, for a total of 2 man-months for Professional(A) and 4 man-months for Professional (B) consultants, respectively. Total consulting input is 6 man-months. A detailed schedule of consulting services and distribution of man-months is shown in Attachment -2.

5.2.1. Qualification of key team members

International Experts	
Team Leader	Education: Bachelor degree of civil engineering. Experience: At least 15 years of experience in study and detailed engineering design of flood control / river improvement projects. At least 2 projects experience of international project. At least 2 projects experience as Team Leader/Deputy Team Leader. At least 2 projects experience in South Asian countries & South-East Asia. At least 2 projects experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. Major task & duties will be: - Lead the detailed design task team. Ensure all deliverables are prepared in accordance with quality and time constraints. - Administer and supervise design and documentation activities for civil works contracts. - Liaise with JICA and BWBD, and coordinate project activities with both agencies. - Plan and supervise the required surveys and investigations such as topographical survey, geotechnical survey, material availability survey, and baseline survey for project evaluation. - Prepare detailed work plan, progress reports and

	implementation schedule of the Project. - Prepare the detailed design of the Project. - Prepare the bidding documents of the Project. - Assist BWDB in the bidding procedure. Language: Good command in English.
Hydraulic Engineer	Education: Bachelor degree of civil engineering. Higher degree preferable with hydraulic experience. Experience: At least 8 years of experience in planning and implementation of hydraulic facilities/drainage system including the related facilities in similar project. At least one project experience of international project. At least one projects experience in South Asian countries & South-East Asia. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project Major task & duties will be: - Establish design criteria for hydraulic design. - Investigate the hydraulic conditions on the sites for the detailed design. - Collaborate with the sub-contractor to conduct hydraulic calculation. - Prepare the detailed design, drawings and hydraulic analysis. Language: Good command in English.
Soil Engineer	Education: Master degree in Soil Engineering. / or Geotechnical Engineer Experience: At least 10 years of experience in the soil mechanic analysis for the structures to prepare detailed engineering design in similar project. At least one project experience of international project. At least one projects experience in South Asian countries & South-East Asia.

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	At least two projects experience in Wetland / Flood Management project or in Flood control drainage / irrigation project Major task & duties will be: - Plan and supervise the geotechnical survey and material availability survey. - Prepare the detailed design reports and drawings about geotechnical condition and soil. - Examine the suitability of locally available construction materials, especially the possibility of utilizing the material from re-excavation to embankment, and where necessary, locate new quarries and borrow pits and assess the quality and quantity of materials and hauling distance. - Analysis and establish the physical design value for stability analysis of the structures. Language: Good command in English.
Construction Plan & Cost Estimator	Education: Bachelor degree of civil engineering. Experience: At least 8 years of experience in the preparation of construction plan and cost estimate of flood control/river improvement works in similar project. At least one project experience of international project. At least one projects experience in South Asian countries& South-East Asia. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project Major task & duties will be: - Investigate the site condition for examination of construction plan. - Prepare construction plan and schedule showing anticipated progress of works by contract packages. The schedules should reflect seasonal climatic effects at the work sites. - Investigate the local markets such as distributor of materials and machineries, contractor, agency of construction materials

	and machineries and grasping the market price for estimating the project cost. - Develop unit rate of construction for rehabilitation works and new construction works. - Prepare bills of quantities, and calculate detailed cost estimates for civil works, broken down into local components as well as taxes and duties. Language: Good command in English.
Mechanical Engineer	Education: Bachelor degree of mechanical engineering. Experience: At least 8 years of experience in detailed engineering design of river/drainage mechanical structures in similar project. At least one project experience of international project. At least one projects experience in South Asian countries & South-East Asia. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project Major task & duties will be: - Investigate existing conditions on the sites for the detailed design. - Investigate the local factories of gate fabricating for getting hold of capacity, quality, materials, etc. - Review and prepare the standard of gate type on the basis of BWDB standard. - Prepare the detailed design reports and drawings about metal works such as gate, gate gear and stoplog if necessary. Language: Good command in English.
Safeguard Specialist	Education: Master degree in Civil Engineer with experience of environmental and social consideration. Experience: At least 8 years of experience in natural environmental consideration, including environmental surveys, stakeholders'

	consultation, and analyzing environmental impacts to identify mitigation measures in compliance with safeguard policies of the international development financing institutions and national legislations. And he will have at least 8 years of experience in social impact assessment including census and socioeconomic surveys, stakeholders' consultation, and analyzing social impacts to identify mitigation measures in compliance with social safeguard policies of the international development financing institutions and national legislations. He/she will also have experience of preparing resettlement framework and action plans and implementation of plans for externally financed projects. At least one project experience of international project. At least one projects experience in South Asian countries & South-East Asia. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project Major task & duties will be: - Preparation of EIA/IEE including EMP and EMoP in accordance with Environmental Conservation Rules 1997 in Bangladesh; - Assist BWDB in dissemination and explanation of additionally confirmed and identified environmental issues to public including holding public consultations; - Assist BWDB in obtaining Environmental Clearance from DOE in accordance with the planned implementation schedule; - During the preparation of bidding documents, clearly identify environmental responsibilities as explained in the EIA/IEE and EMP; - Prepare RAP as necessary based on detailed design in accordance with the agreed resettlement framework, coordinate with various agencies in preparing the procedures for timely land acquisition and disbursement of compensation to project affected persons (PAPs); - Assist BWDB in identifying and listing the eligible PAPs, preparing 'Payment Statement' for them, and recording the places of their relocation so that the executing agency will be

	able to monitor the income and living condition of the relocated persons; - Assist BWDB in conducting social assessment during early stage of the detailed design stage and review the existing income restoration plan and special assistance plan for vulnerable PAPs if necessary. - Assist in the preparation and review of the inception report, progress reports and ensure that these reports meet environmental and social requirements. Language: Good command in English.
Agricultural Support Services Specialist	Education: Bachelor degree in Agriculture. Experience: At least 15 years or more and experience in agricultural support services activities. At least one project experience of international project. At least one projects experience in South Asian countries & South-East Asia. At least two projects experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. Major task & duties will be: - Prepare technical guideline and operation manuals for APSS and SIGS, - Review & update, if necessary, the overall work plan for APSS & SIGS prepared under the Preparatory Survey, - Prepare monitoring & evaluation forms for APSS & SIGS and assist BWDB in establishing APSS & SIGS monitoring & evaluation system, - Assist BWDB in the preparation of APSS & SIGS Annual Work Plan. Language: Good command in English.

National Experts	
Co-team Leader	Education: Bachelor degree of civil engineering. Experience: At least 20 years of experience in feasibility study and detailed engineering design of flood control / river improvement project.. At least one projects experience as Team Leader/Deputy Team Leader. At least two projects experience in Flood Management project in Wetland or in Flood control drainage / irrigation project. At least one project experience in Haor areas. Major task & duties will be: - Assist Team Leader with the detailed design task team. Ensure all deliverables are prepared in accordance with quality and time constraints. - Represent Team Leader in the no assignment period of Team Leader. - Liaise with JICA and BWBD, and coordinate project activities with both agencies. - Plan and supervise the required surveys and investigations such as topographical survey, geotechnical survey, material availability survey, and baseline survey for project evaluation. - Prepare detailed work plan, progress reports and implementation schedule of the Project. - Prepare the detailed design of the Project. - Prepare the bidding documents of the Project. - Assist BWDB in the bidding procedure. - Assist BWDB to prepare overall O&M guideline. - Assist BWDB to prepare specific O&M plan and manual for each-sub-project. - Assist the formation of water management organization (WMO) in coordination with BWDB's Extension Supervisors Language: Good command in English.
Embankment Design Engineer	Education: Bachelor degree of civil engineering.

	Experience: At least 12 years of experience in design and quality control of embankment work. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. Major task & duties will be: - Investigate existing conditions on the sites for the detailed design. - Prepare the detailed design, drawings, structural analysis, quantity calculation and technical specifications especially for embankment design. Language: Good command in English.
Structure Engineer	Education: Bachelor degree of civil engineering. Experience: At least 10 years of experience in detail design of reinforced concrete works.. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. Major task & duties will be: - Establish design criteria for structural design. - Investigate the existing conditions of the structures to be rehabilitated. - Prepare the detailed design, drawings, structural analysis, quantity calculation and technical specifications for structures including embankment, regulator, and re-excavation of canal. Language: Good command in English.
Soil Engineer	Education: Master degree in Soil Engineering or Geotechnical Engineer. Experience: At least 12 years of experience in soil investigation for river or similar embankment material including quality control of compaction.

	At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. Major task & duties will be: - Plan and supervise the geotechnical survey and material availability survey. - Prepare the detailed design reports and drawings about geotechnical condition and soil. - Examine the suitability of locally available construction materials, especially the possibility of utilizing the material from re-excavation to embankment, and where necessary, locate new quarries and borrow pits and assess the quality and quantity of materials and hauling distance. - Analysis and establish the physical design value for stability analysis of the structures. - Prepare the detailed design, drawing and technical specifications for foundation of embankment, regulator and re-excavation of canal. Language: Good command in English.
Geodetic Engineer	Education: Bachelor degree of civil engineering. Experience: At least10 years of experience in topographic survey. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. At least one project experience in Haor areas. Major task & duties will be: - Plan and supervise the topographic survey - Prepare the detailed design, drawings and technical specifications for topographic conditions of embankment, regulator and re-excavation of canal. Language: Good command in English.
Hydraulic Engineer	Education: Bachelor degree of civil engineering. Experience: At least 12 years of experience in hydraulic study.

	At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. At least one project experience in Haor areas. Major task & duties will be: - Establish design criteria for hydraulic design. - Investigate the hydraulic conditions on the sites for the detailed design. - Collaborate with the sub-contractor to conduct hydraulic calculation. - Prepare the detailed design, drawings and hydraulic analysis. <u>Language:</u> Good command in English.
Construction Plan/ Cost Estimate Engineer	<u>Education:</u> Bachelor degree of civil engineering. <u>Experience:</u> At least 10 years of experience in construction plan and cost estimation for detail design. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. At least one project experience in Haor areas. Major task & duties will be: - Investigate the site condition for examination of construction plan. - Prepare construction plan and schedule showing anticipated progress of works by contract packages. The schedules should reflect seasonal climatic effects at the work sites. - Investigate the local markets such as distributor of materials and machineries, contractor, agency of construction materials and machineries and grasping the market price for estimating the project cost. - Develop unit rate of construction for rehabilitation works and new construction works. - Prepare bills of quantities, and calculate detailed cost estimates for civil works, broken down into local components as well as taxes and duties.

	Language: Good command in English.
Mechanical Engineer	Education: Bachelor degree of mechanical engineering. Experience: At least 10 years of experience in detail design of metal works. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. Major task & duties will be: - Investigate existing conditions on the sites for the detailed design. - Investigate the local factories of gate fabricating for getting hold of capacity, quality, materials, etc. - Review and prepare the standard of gate type on the basis of BWDB standard. - Prepare the detailed design reports and drawings about metal works such as gate, gate gear and stoplog if necessary. Language: Good command in English.
Environmental & Social Specialist	Education: Master in Civil Engineer with experience of environmental and social consideration. Experience: 12 years of experience in preparing EIA/IEE in accordance with the rules and guideline in Bangladesh. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. Major task & duties will be: - Prepare the draft of EIA/IEE including EMP and EMoP in accordance with Environmental Conservation Rules 1997 in Bangladesh; - Assist BWDB in dissemination and explanation of additionally confirmed and identified environmental issues to public including holding public consultations; - Assist BWDB in obtaining Environmental Clearance from DOE in accordance with the planned implementation schedule;

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	- During the preparation of bidding documents, clearly identify environmental responsibilities as explained in the EIA/IEE and EMP; - Assist in the preparation and review of the inception report, progress reports, and completion report and ensure that these reports meet environmental requirements. Language: Good command in English.
Land Acquisition and Resettlement Specialist	Education: Master in Civil Engineering/ Social Science with experience of social consideration. Experience: At least 12 years of experience in preparing RAP and assisting implementation agencies in land acquisition and resettlement. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. At least one project experience in Haor areas. Major task & duties will be: - Prepare the draft of RAP as necessary based on detailed design in accordance with the agreed resettlement framework, including entitlement matrix and compensation plan; coordinate with various agencies in preparing the procedures for timely land acquisition and disbursement of compensation to project affected persons (PAPs); - Assist BWDB in identifying the eligible PAPs, and in preparation/updating of the list of eligible PAPs and 'Payment Statement' for individual eligible PAPs. The places where each eligible PAPs will relocate to are necessary to be recorded so that the Executing Agency could implement monitoring on income and living conditions of resettled persons; - Assist BWDB in conducting social assessment during early stage of the detailed design stage and review the existing income restoration plan and special assistance plan for vulnerable PAPs and revise/update the contents of the plans if necessary based on priorities identified with support of relevant government agencies and Non-Governmental Organizations (NGOs).

	- Assist in the preparation and review of the inception report, progress reports, and completion report and ensure that these reports meet social requirements. Language: Good command in English.
Procurement and Contract Engineer	Education: Bachelor degree of civil engineering. Experience: At least 12 years of experience in preparing tender document, evaluation of bidder and preparing contract document. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. Major task & duties will be: - Prepare bid documents in compliance with appropriate procurement guidelines selected on the discussion with BWDB. Bid documents will be prepared for LCB for subprojects. Language: Good command in English.
O&M Specialist	Education: Bachelor degree of civil engineering. Experience: At least 12 years of experience in O&M of flood mitigation or water resource management facilities. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. At least one project experience in Haor areas. Major task & duties will be: - Provide training for BWDB field officers on formation method of water management organization (WMO), preparation of O&M manual. - Assist BWDB to prepare overall O&M guideline. - Assist BWDB to prepare specific O&M plan and manual for each-sub-project. - Assist BWDB to form WMO in coordination with BWDB's Assistant Extension Officers (AEOs) and Extension Overseers (EOs).

	- Assist BWDB to provide training programs to WMOs. Language: Good command in English.
Supervisor	Education: Bachelor degree of civil engineering. Experience: At least 12 years work experience in construction supervision of flood control/ river improvement project. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. At least one project experience in Haor areas. Major task & duties will be: - Assist BWDB to provide the contractors with all necessary survey data and reference for setting out the works. - Maintain regular estimates of the cost to completion and time to completion for each contract. - Keep full and detailed permanent site records, which will include site correspondence, survey data, quality acceptance data, day work records, site diaries, measurement and other - Assist Supervisor (International Experts) for managing quantity and cost. - Prepare data presented in regular monthly progress reports. - Provide measurement and inspection data required for interim payments. - Provide the contractors with all necessary survey data and reference for setting out the works. - Ensure that as-built drawings are prepared for construction works. - Attend the periodical site inspection during the defects liability period. - Undertake day-to-day field contract supervision, quality control and measurements at the site. - Receive, assess and approve the contractors' implementation work plans and programs. - Ensure that the construction works are executed in accordance with all the provisions of the contract, including those concerning standards of workmanship, and other safety provisions and protection of the environment. - Provide assistance to BWDB to Approve or disapprove the

	materials to be used by the contractors in accordance with the contract and technical specifications. - Assist in preparing quality assurance reports to be submitted monthly or attached to the interim certificates, if so required. - Assist water management organizations (MWOs) in trial operation and maintenance activities Language: Good command in English.
Agronomist/Field Extension Services Specialist	Education: Bachelor degree of Agriculture. Experience: At least 12 years of experience in agricultural promotion support and income generation support project. At least one project experience in Wetland / Flood Management project or in Flood control drainage / irrigation project. At least one project experience in Haor areas. Major task & duties will be: - Prepare technical guideline and operation manuals for APSS and SIGs, - Review & update, if necessary, the overall work plan for APSS & SIGS prepared under the Preparatory Survey, - Prepare monitoring & evaluation forms for APSS & SIGS and assist BWDB in establishing APSS & SIGS monitoring & evaluation system, - Assist BWDB in the preparation of APSS & SIGS Annual Work Plan, - Support the establishment & strengthening of coordination and collaboration system for the implementation of APSS & SIGS among BWDB and line agencies concerned. Language: Good command in English.
Agricultural Training Specialist	Education: Bachelor degree of Agriculture. Experience: At least 12 years of experience in agricultural promotion support and income generation support project. At least one project experience in Wetland / Flood Management

	project or in Flood control drainage / irrigation project. At least one project experience in Haor areas. Major task & duties will be: - Prepare technical guideline and operation manuals for APSS and SIGs, - Review & update, if necessary, the overall work plan for APSS & SIGS prepared under the Preparatory Survey, - Prepare monitoring & evaluation forms for APSS & SIGS and assist BWDB in establishing APSS & SIGS monitoring & evaluation system, - Assist BWDB in the preparation of APSS & SIGS Annual Work Plan, - Assist training of project field staff and staff of concerned line agencies on APSS & SIGS conducted by BWDB, - Support the establishment & strengthening of coordination and collaboration system for the implementation of APSS & SIGS among BWDB and line agencies concerned. <u>Language:</u> Good command in English.

6 REPORTING

Within the scope of the consulting services, the Consultant shall prepare and submit reports and documents to BWDB as shown in the below. The Consultant shall provide electronic copy of each of these reports.

Table 6.1 Submitted reports and documents to BWDB

Status	Type of Report	Timing	No. of Copies
Detailed Design	Inception Report	1 month after commencement of the services	20
	Monthly Progress report	Every month	20
	Draft Detailed Design Report	12 month after commencement of the service -Mid term detail design report. 18 month after commencement of the service- Draft detail design report.	20
	Cost Estimate Report	12 month after commencement of the service -Mid term cost estimate report. 18month after commencement of the service - Cost estimate report.	20
	Final Detailed Design Report	19 month after commencement of the service	20
	Bidding Document Report	12 month after commencement of the service -Mid term report. 19month after commencement of the service	20
	Land acquisition and Resettlement Monitoring Report	Every month during these implementation period	20
	Environmental Report	At the end of Detailed Design stage	20
	Social Plan Report	At the end of Detailed Design stage	20
Supervision	Operation and Maintenance Manual	Within supervision period	20
	Environmental Monitoring Report	Every 3 months	20
	RAP Monitoring Report	Every 3 month	20

	Construction Completion Report	3 month after completion of construction	20
	Construction Completion Report	3 month after completion of construction	20
	Service Completion Report	End of Consulting engineering services	20

6.1 Detailed Design Stage

a) Monthly Progress Report (20 copies): The Consultant will submit a Monthly Progress Report in the accepted form describing briefly and concisely all activities and progress for the previous month by the 10th day of each month. Problems encountered or anticipated will be clearly stated, together with actions to be taken or recommendations on remedial measures for correction. It will also indicate the work to be performed during the coming month.

b) Inception Report (20 copies), to be submitted in the 1st month after the commencement of the services, presenting the methodologies, schedule, organization, etc.

c) Draft Detailed Design Report (20 copies)

i) Mid term detail design report - to be submitted in the 12th month after the commencement of the services, presenting detailed engineering design for some haors.

ii) Draft detail design report - to be submitted in the 18th month after the commencement of the services, presenting detailed engineering design of all haors.

d) Cost Estimate Report (20 copies)

i) Mid term cost estimate report - to be submitted in the 12th month after the commencement of the services, presenting detailed cost estimate for some haors.

ii) Cost estimate report - to be submitted in the 18th month after the commencement of the services, presenting detailed cost estimate.

e) Final Detailed Design Report (20 copies), to be submitted in the 19th month after the commencement of the services, compiling all the items carried out during the services.

f) Bidding Document Report (20 copies)

i) Mid term bidding document report - to be submitted in the 12th month after the commencement of the services, presenting the bidding documents and bid evaluation criteria for some haors.

ii) Bidding document report - to be submitted in the 19th month after the commencement of the services, presenting the bidding documents and bid evaluation criteria.

g) Land Acquisition and Resettlement Monitoring Report (20 copies), to be submitted at every month during land acquisition and resettlement implementation period. RAP monitoring form will be filled and attached to the Report.

h) Environmental Report (20 copies), to be submitted by the end of the detailed design stage, presenting the draft of EIA, EMP and EMoP prepared.

i) Social Plan Report (20 copies), to be submitted by the end of the detailed design stage, presenting the draft of RAP prepared.

6.2 Construction Supervision Stage

a) Monthly Progress Report (20 copies), to present the details of expert personnel mobilization, progress of work, financial man-month used, problems encountered and the anticipated services for the next period of the services, including progress on resettlement activities.

b) Quarterly Progress Report (20 copies) to present the project progress status.

c) Operation and Maintenance Manual (20 copies) containing technical procedures for the appropriate operation and maintenance of all project facilities.

d) Environmental Monitoring Report (20 copies) to be submitted at every three (3) months after the commencement of the services, presenting the environmental impacts and implementation of environmental mitigation measures during and after the construction stage. Environmental monitoring forms will be filled and attached to the report.

e) RAP Monitoring Report (20 copies) to be submitted at every three (3) months. RAP monitoring form will be filled and attached to the report.

f) Construction Completion Report (20 copies), to be submitted within three (3) month after completion of construction, which comprises a full size of as-built drawings for all the structures and facilities completed, and the final details of the construction completed together with all data, records, material tests results, field books, etc.

g) Service Completion Report (20 copies), at the completion of all the consulting engineering services.

7 OBLIGATION OF BWDB

BWDB is prepared to provide the following to the Consultant in support of the consulting services:

(1) Report, data, information and available documents relevant to the Project.

(2) Cooperation and Counterpart staff

(3) Assistance and exemption

Use its best efforts to ensure that the assistance and exemption, as described in the Standard Request for Proposal issued by JICA, will be provided to the Consultant, in relation to

- work permit and such other documents;
- entry and exit visas, residence permits, exchange permits and such other documents
- clearance through customs;
- instructions and information to officials, agent and representatives of Bangladesh;
- exemption from any requirement for registration to practice their profession;
- privilege pursuant to the applicable law in Bangladesh.

Section 6. Standard Forms of Contract

CONTRACT FOR CONSULTANTS' SERVICES

Time-Based

Project Name: Haor Flood Management and Livelihood Improvement Project

Loan Agreement No.: BD-P80

Contract No.: [*insert contract number*]

between

_____

Bangladesh Water Development Board
[*name of the Client*]

and

_____

[*name of the Consultant*]

Dated: _____

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I. Form of Contract

TIME-BASED

[*All notes should be deleted in final text*]

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

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

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) by an Agreement dated [*day, month, year*] (hereinafter called the Loan Agreement) between the [*name of Borrower*] (hereinafter called the Borrower) and Japan International Cooperation Agency (hereinafter called "JICA"), JICA has agreed to make a loan to the Borrower for the purpose of financing [*name of the Project*] (hereinafter called the Project);

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) Minutes of Contract Negotiation;
   (b) The Special Conditions of Contract (SCC);
   (c) The General Conditions of Contract (GCC);
   (d) The following Appendices:

   Appendix A: Description of Services
   Appendix B: Reporting Requirements
   Appendix C: Expert Schedule
   Appendix D: Remuneration Cost Estimates

Appendix E: Reimbursable Cost Estimates
Appendix F: Summary of Cost Estimates
Appendix G: Services, Facilities and Equipment to be provided by the Client
Appendix H: Form of Advance Payments Security
Appendix I: Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans

In the event of any ambiguity or conflict between the documents listed above, the order of precedence shall be the order in which the documents are listed in this Clause 1.

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;

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract;

(c) Subject to subparagraph (d) hereunder, and notwithstanding any other provisions of this Contract, payments under this Contract shall not exceed [*amount*] in foreign currency/currencies, and [*amount*] in local currency. Except as otherwise agreed between the Client and the Consultant:

(i) Foreign currency payments to the Consultant hereunder will be made in [*currency/currencies*];

(ii) Local currency payments to the Consultant hereunder will be made in [*currency*].

(d) The maximum amount specified in subparagraph (c) here above has been fixed on the understanding that the Client will make available free of charge to the Consultant the exemptions, assistance, services and facilities provided for under Clause 5 of the General Conditions of Contract and in Appendix G as required for the purposes of the Services. If any such exemptions, assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance (if any) should be made to the Consultant as a result thereof to cover necessary additional expenses not envisaged in the cost estimates in Appendices D and E.

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

For and on behalf of Bangladesh Water Development Board

Md. Fakhrul Abedin
Project Director, Haor Flood Management and
Livelihood Improvement Project,
BWDB, Dhaka

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

_____

[*Authorized Representative of the Consultant – name and signature*]

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

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

[*Name of the member in charge*]

_____

[*Authorized Representative on behalf of a Joint Venture*]

[*Add signature blocks for each member if all are signing]*

II. General Conditions of Contract

General Conditions of Contract

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1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Guidelines" means the Guidelines for the Employment of Consultants under Japanese ODA Loans, published on the date specified in the Special Conditions of Contract (SCC).

(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 SCC, as they may be issued and in force from time to time.

(c) "Borrower" means the Government, Government agency or other entity that signs the Loan Agreement with JICA.

(d) "Client" means the executing agency that signs the Contract for the Services with the selected Consultant.

(e) "Consultant" means any entity or individual including a Joint Venture selected by the Client to provide the Services under the signed Contract.

(f) "Contract" means the legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(g) "day" means calendar day unless indicated otherwise.

(h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.

(i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other professional 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.

(j) "Foreign Currency" means any currency other than the currency of the Client's country.

(k) "GCC" means these General Conditions of Contract.

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

(m) "JICA" means Japan International Cooperation Agency.

(n) "Joint Venture" 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 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.

(u) "Sub-consultant(s)" means an entity or an individual 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.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to

this Contract, has complete charge of 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.

1.3 Law Governing Contract

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

1.4 Language

This Contract shall be 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.

1.5 Headings

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

1.6 Communications

1.6.1 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 1.4. Any such communication 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.

1.6.2 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.

1.7 Location

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

1.8 Authority of Lead Member

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.

1.9 Authorized Representatives

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

1.10 Corrupt and Fraudulent Practices

The Consultant is required to comply with JICA's policy in regard to corrupt and fraudulent practices as declared in Appendix I.

1.11 Monitoring by JICA

Without assuming the responsibilities of the Client or the Consultant, JICA may monitor the Services as necessary in order to satisfy itself that it is being carried out in accordance with appropriate standards and is based on acceptable data. As appropriate, JICA may take part in discussions between the Client and the Consultant. However, JICA shall not be liable in any way for the performance of the Services by reason of such monitoring or participation in discussions. Neither the Client nor the Consultant shall be released from any responsibility of this Contract by reason of JICA's monitoring or participation in discussion.

1.12 Difference of Opinion

In the case of a difference of opinion between the Client and the Consultant on any important matters involving professional judgment that might affect the proper evaluation or execution of the Project, the Client shall allow the Consultant to submit promptly to the Client a written report and, simultaneously, to submit a copy to JICA. The Client shall forward the report to JICA with its comments in time to allow JICA to study it and communicate with the Client before any irreversible steps are taken in the matter. In cases of urgency, the Consultant has the right to request the Client and/or JICA that the matter be discussed immediately between the Client and JICA.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

Unless otherwise specified in the SCC, this Contract shall come into force and effect on the date (the "Effective Date") when:

(a) This Contract has been signed by the Parties; and
(b) This Contract has been reviewed and concurred by JICA.

Upon fulfillment of the conditions indicated above, the Client shall issue a written notice to the Consultant which confirms the Effective Date and instructs the Consultant to deliver an advance payment security and an invoice for advance payment to the Client.

The Consultant shall submit the required advance payment security and the invoice for the advance payment, pursuant to Clause GCC 6.5 (a), within fourteen (14) days or within such other period specified in the SCC following the receipt of the notice specified in this Clause GCC 2.1.

2.2 Termination of Contract for Failure to Become Effective

Unless a different period of time is otherwise specified in the SCC, if this Contract has not become effective within four (4) months after the date of the Contract signed by the Parties, the Consultant or the Client may, by not less than twenty one (21) days written notice

to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services

2.3.1 Subject to Clause GCC 6.5 (a), the Consultant shall begin carrying out the Services not later than fourteen (14) days from the receipt of the advance payment.

2.3.2 The Consultant shall confirm the availability of Key Experts before the commencement of the Services.

2.4 Expiration of Contract

Subject to Clause GCC 2.7.3 (c) and unless terminated earlier pursuant to Clause GCC 2.9, this Contract shall expire at the end of such time period, as specified in the SCC, after the commencement of the Services specified in Clause GCC 2.3.

2.5 Entire Agreement

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

2.6 Modifications

2.6.1 Modifications or Variations

(a) 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.

(b) In case of substantial modifications or variations, the prior written concurrence of JICA is required.

2.6.2 Extension

(a) If the Consultant has been delayed or impeded in the performance of any of its obligations under this Contract by any of the reasons specified in paragraphs (i) through (vi) of this Clause 2.6.2 (a), the contract term as set forth in Clause GCC 2.4 shall be extended by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Consultant, and an appropriate adjustment in the Contract Price (which includes both remuneration and/or reimbursable expenses) shall be made accordingly.

(i) Any modifications or variations pursuant to Clause GCC 2.6.1;
(ii) Any occurrence of Force Majeure pursuant to Clause GCC 2.7;
(iii) Any suspension by the Client pursuant to Clause GCC 2.8.1 (b), suspension or reduction in the rate of performance of the Services pursuant to Clause GCC 2.8.2;
(iv) Any unreasonable delay by the Client in giving his decision, approval or consent (where required) to the documents (e.g. designs, plans, etc.) prepared and submitted by the Consultant;
(v) Any act or omission of or any default or breach of this Contract by the Client or any act or omission of any other Consultants and/or contractors employed by the Client; or
(vi) Any other matter mentioned in this Contract as giving rise to an entitlement to an extension of the contract term.

(b) Except where otherwise provided elsewhere in this Contract, the Consultant shall submit to the Client a notice of a claim for an extension of the contract term and/or adjustment in the Contract Price, together with particulars of the event or circumstance justifying such extension and adjustment, as soon as reasonably practicable after the occurrence of such event or circumstance. As soon as reasonably practicable after the receipt of such notice and supporting particulars of the claim, the Client and the Consultant shall agree upon the extended period and/or the adjusted Contract Price.

(c) The Consultant shall at all times use all commercially reasonable endeavors to minimize any delay in the performance of its obligations under this Contract.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, terrorism, 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.

(b) 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 both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Measures to be Taken

(a) 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.

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

(c) 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.

(d) 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:

(i) 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

(ii) continue 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.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GCC 8.

2.8 Suspension

2.8.1 By the Client

(a) The Client may, by written notice of suspension to the Consultant, suspend in whole or part, the Services if an event shall have happened and be continuing, in which 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 shall:

(i) specify the nature of the failure, and
(ii) request the Consultant to remedy such failure within a period not exceeding twenty-eight (28) days after receipt by the Consultant of such notice of suspension.

(b) If the Project or the Services are suspended by the Client for any reason other than those provided in Clause GCC 2.8.1 (a) more than twenty-eight (28) days, over the term of this Contract, the Consultant shall be paid for all services performed and reimbursable expenses incurred prior to the receipt of a notice of suspension.

(c) During any suspension of the Services under Clause GCC 2.8.1 (b), the Consultant shall be compensated for any costs of maintaining fixed assets, the costs of leases or other items acquired for the Project, as well as all expenses reasonably incurred by, including but not limited to, temporary demobilization, reassignment of the Experts. In addition, upon resumption of the Services, the Client shall compensate the Consultant for expenses incurred as a result of the resumption of its services, and the Consultant's schedules (Expert and other relevant schedules) shall be appropriately adjusted.

2.8.2 By the Consultants

Without prejudice to entitlement to financing charges on late payments under Clause GCC 6.6, the Consultant may suspend the Services or reduce the rate of performance of the Services after twenty-eight (28) days prior notice to the Client, if the

Client fails to pay the Consultant the amount due, pursuant to Clause GCC 6.5 (c). In no event shall the suspension of the Services or reduction of the rate of performance of the Services pursuant to this Clause GCC 2.8.2 be subject to termination of this Contract by the Client pursuant to Clause GCC 2.9.1.

2.9 Termination

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

2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.9.1. In such an occurrence the Client shall give at least twenty-eight (28) days' written notice of termination to the Consultant in case of the events referred to in (a) through (e); and at least fifty-six (56) 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 2.8.1 (a);

(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 8;

(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 fifty-six (56) days;

(e) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 2.3.2;

(f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the

Client may, after giving fourteen (14) days' written notice to the Consultant, terminate this Contract.

2.9.2 By the Consultant

The Consultant may terminate this Contract, by not less than twenty-eight (28) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause GCC 2.9.2.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 8 within forty-two (42) 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 fifty-six (56) days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-two (42) 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.

(e) If the Services are suspended pursuant to Clause GCC 2.8.1 (b) for more than eighty-four (84) days.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GCC 2.2 or GCC 2.9, or upon expiration of this Contract pursuant to Clause GCC 2.4, 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 3.3, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.6, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.9.1 or GCC 2.9.2, 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

expenses for this purpose to a minimum. With respect to equipment, vehicles and materials provided by the Client, the Consultant shall proceed as provided by Clause GCC 3.9.

2.9.5 Payment upon Termination

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

(a) remuneration pursuant to Clause GCC 6.2 for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenses pursuant to Clause GCC 6.2 for expenses actually incurred prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (f) of Clause GCC 2.9.1 and to GCC 2.9.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including demobilization, associated overhead cost, the cost of the return travel of the Experts and their eligible dependents, and all other expenses, damages and losses resulting from the termination.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 2.9.1 or in Clause GCC 2.9.2 has occurred, such Party may, within forty-two (42) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement in accordance with the procedures stated in Clause GCC 8, and this Contract shall not be terminated on account of such event unless otherwise settled in accordance with GCC 8.

3. Obligations of the Consultant

3.1 General

3.1.1 Standard of Performance

(a) 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 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.

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

(c) 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.

3.1.2 Law Applicable to Services

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

3.2 Conflict of Interest

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

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

(a) The payment to the Consultant pursuant to Clause GCC 6 shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 3.2.2, 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.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Guidelines and JICA's Guidelines for Procurement under Japanese ODA Loans, as amended from time to time and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.2 Consultant, and Affiliates Not to Engage in Certain

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

Activities

goods, works or services or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the Project, unless otherwise indicated in the SCC.

3.2.3 Prohibition of Conflicting Activities

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.

3.2.4 Strict Duty to Disclose Conflicting Activities

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 termination of its Contract.

3.3 Confidentiality

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.

3.4 Liability of the Consultant

(a) The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.

(b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Experts and for the dependents of any such Expert.

(c) The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.

(d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the

carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.

(e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1 provided, however:

(i) that the Consultant is notified of such actions, claims, losses or damages not later than twelve (12) months after conclusion of the Services, unless a different period of time is otherwise specified in the SCC;

(ii) that the ceiling on Consultant's liability shall be limited to the amount indicated in the SCC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;

(iii) that Consultant's liability under Clause GCC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.

(f) Upon request of the Client, the Consultant shall, at its own cost and expense, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1.

(g) Notwithstanding the provisions of paragraph (a) of this Clause GCC 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) the Client's overriding a decision or recommendation of the Consultant or requiring the Consultant to implement a decision or recommendation with which the Consultant does not agree; or (ii) the improper execution of the Consultant's instructions by agents, employees or independent contractors of the Client.

3.5 Insurance to be Taken Out by the Consultant

The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at 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 GCC 2.3

3.6 Accounting, Inspection and Auditing

The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.

3.7 Reporting

3.7.1 Reporting Obligations

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

3.7.2 Serious Hindrances

The Consultant shall report to the Client and JICA promptly the occurrence of any event or condition which might delay or prevent completion of any significant part of the Project in accordance with the schedules and to indicate what steps shall be taken to meet the situation. When the Client receives such a report from the Consultant, the Client shall immediately forward a copy of it to JICA, together with its comments.

3.8 Property of the Reports and Records

The Consultant retains the design rights and other intellectual property rights and copyrights of all documents prepared by him under this Contract. Unless otherwise stated in the SCC, the Client shall be entitled to use them or copy them only for the Project and the purpose for which they are intended, and need not obtain the Consultant's permission to copy for such use.

3.9 Equipment, Vehicles and Materials Furnished by the Client

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, 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

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the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Equipment and Materials Provided by the Consultant

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

4. CONSULTANTS' EXPERTS AND SUB-CONSULTANTS

4.1 Description of Experts

(a) The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Experts are described in Appendix C.

(b) With the prior approval of the Client, the Consultant may make adjustment in the periods of time indicated in Appendix C, as may be appropriate to ensure the efficient performance of the Services and provided that such adjustments will not cause payments made under the Contract to exceed the maximum amount payable as specified in Clause GCC 6.1.

4.2 Replacement of Key Experts

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

(b) 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.

4.3 Approval of Additional Key Expert

If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty one (21) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

4.4 Removal of Experts or Sub-consultants

(a) If the Client finds that any of the Experts or Sub-consultants has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Experts or Sub-consultants have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

(b) In the event that any of 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.

(c) Any replacement of the removed Experts or Sub-consultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.

4.5 Replacement/ Removal of Experts – Impact on Payments

Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

4.6 Working Hours, Overtime, Leave, etc.

(a) Working hours and holidays for Experts are set forth in Appendix C. To account for travel time to/from the Client's country, Experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Appendix C.

(b) The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C, and the Consultant's remuneration shall be deemed to cover these items.

(c) Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence fro leave purposes will not delay the progress and/or impact adequate supervision of the Services.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

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.

5.2 Access to Project Site

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.

5.3 Change in the Applicable Law Related to Taxes and Duties

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 ceiling amounts specified in Clause GCC 6.1(b).

5.4 Services, Facilities and Property of the Client

(a) 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 Appendix G at the times and in the manner specified in said Appendix G.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix G, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1 (c).

5.5 Counterpart Personnel

(a) 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 G.

(b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix G, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) how the affected part of the Services shall be carried out, and (iii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 6.1 (c).

(c) 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.

5.6 Payment Obligation

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

6. PAYMENTS TO THE CONSULTANT

6.1 Cost Estimates; Ceiling Amount

(a) An estimate of the cost of the Services is set forth in Appendix D (Remuneration) and Appendix E (Reimbursable expenses).

(b) Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

(c) For any payments in excess of the ceilings specified in GCC 6.1 (b), an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

6.2 Remuneration and Reimbursable Expenses

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

(b) All payments shall be at the rates set forth in Appendix D and Appendix E.

(c) Unless otherwise provided in the SCC, the remuneration rates and reimbursable expenses shall be adjusted in accordance with the adjustment formula specified in the SCC for the duration of the Contract.

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

(e) Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written

approval of the Client, once the applicable remuneration rates and allowances are known.

6.3 Taxes and Duties

(a) The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract except as otherwise provided in the SCC.

(b) If so specified in the SCC, all local identifiable indirect taxes and direct tax are exempt from, reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

6.4 Currency of Payment

Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

6.5 Mode of Billing and Payment

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

(a) Within twenty eight (28) days after the receipt of the advance payment security and the invoice for advance payment, the Client shall pay to the Consultant an advance payment, as an interest-free loan for mobilization and cash flow support, as specified in the SCC. The advance payment security shall be in the amount (or amounts) and in the currency (or currencies) of the advance payment specified in the SCC. Such security (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 H, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) As soon as practicable and not later than fourteen (14) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 6.4 and GCC 6.5 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Consultant's invoices within fifty-six

(56) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(d) The final payment under this Clause 6.5 (d) shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory eighty-four (84) days after receipt of the final report and final invoice by the Client unless the Client, within such eighty-four (84) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or caused to be paid in accordance with this Clause GCC 6.5 (d) in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within twenty-eight (28) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within fourteen (14) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenses were approved by the Client prior to being incurred.

(g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

6.6 Interest on Delayed Payments

If the Consultant does not receive payment in accordance with Clause GCC 6.5 (c), the Consultant shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Clause GCC 6.5 (c), irrespective of the date on which any notice is issued by the Consultant.

Unless otherwise stated in the SCC, these financing charges shall be calculated at the annual rate of three (3) percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.

The Consultant shall be entitled to this payment without formal notice or statement, and without prejudice to any other right or remedy provided by the Applicable Law or this Contract.

7. Fairness and Good Faith

7.1 Good Faith

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

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 8.2 shall apply.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GCC 8.1 shall be submitted by either Party for settlement proceedings in accordance with the following provisions:

(a) Contract with foreign Consultants (or, in case of a Joint Venture, where the Lead Member is a foreign Consultant)

(i) Mediation

The Parties may agree to submit any dispute or disagreement that has not been settled amicably according to Clause GCC 8.1 to settlement proceedings under the "ICC ADR Rules" (Rules of Amicable Dispute Resolution of the International Chamber of Commerce).

(ii) Arbitration

If the dispute or disagreement cannot be settled amicably pursuant to Clause GCC 8.1, or if, where the settlement proceedings under Clause GCC 8.2.1(a) are agreed, the dispute or disagreement has not been settled pursuant to the ICC ADR Rules within forty-two (42) days following the filing of a Request for ADR or within such other period as the Parties may agree in writing, such dispute or disagreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules of Arbitration") by one or more arbitrators appointed in accordance with said Rules, and the proceedings shall be held in a neutral venue selected in accordance with these Rules of Arbitration. The award in any arbitration proceedings shall be final and binding upon the Parties and judgment thereon may be entered in any court of competent jurisdiction on application of either Party.

(b) Contract with Consultants national of the Client's country

The Parties agree to submit any dispute or disagreement that has not been settled amicably according to Clause GCC 8.1 to settlement proceedings under the laws of the Client's country.

III. Special Conditions of Contract

Notes on Special Conditions of Contract

The Special Conditions of Contract (SCC) complement the General Conditions of Contract (GCC) to specify data and contractual requirements linked to special circumstances of the country where the Project is to be executed, the Client and the assignment specific to each Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Clauses in brackets { } are optional; all notes should be deleted in the final text.

Clause numbers in the SCC correspond to those in the GCC.

Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Applicable Guidelines are those published in April 2012.
1.4	The Contract shall be executed in: English
1.6	The addresses are: Client: Bangladesh Water Development Board Attention: Mr. Md. Fokhrul Abedin, Project Director, Hoar Flood Management Livelihood Improvement Project, BWDB, 3rd Floor, Room No. 306, WAPDA Building, Motijheel, Dhaka. Facsimile: 9550248, Mobile : 01711330641, Phone : 9512339 E-mail: mfa_abedin@yahoo.com Consultant : Attention : Facsimile : E-mail :
{1.8}	The Lead Member is
1.9	The Authorized Representatives are: For the Client: Mr. Md. Fokhrul Abedin, Project Director, Hoar Flood Management Livelihood Improvement Project, BWDB, 3rd Floor, Room No. 306, WAPDA Building, Motijheel, Dhaka. For the Consultant:

2.4	The time period shall be 96 (Ninety Six) months.
3.4 (e) (ii)	The ceiling on Consultants' liability shall be limited to 300 (three hundred) million US$.
3.5	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or any Sub-consultants or their Experts, with a minimum coverage *in accordance with the applicable law in the Client's country.* (b) professional liability insurance, with a minimum coverage of *300 million Japanese Yen;* (c) employer's liability and workers' compensation insurance in respect of the Experts of the Consultant and of any Sub-consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, and (ii) the Consultant's property used in the performance of the Services.
3.8	The Client is entitled to use the documents prepared by the Consultant under this Contract for other projects, without prior written permission of the Consultant.
6.1(b)	The ceiling in foreign currency or currencies is: contract amount The ceiling in local currency is: Contract amount Any local indirect taxes chargeable in respect of this Contract for the Services provided by the Consultant are included in the ceiling amount of this Contract.
6.2(c)	The following adjustment clause is subject to contract negotiation 1. <u>Adjustment of remuneration</u> Payments for remuneration made in accordance with Clause GCC

6.2(a) in foreign and local currency(ies) shall be adjusted as follows:

(a) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{\text{or } R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}]\}$$

Note: Choose one of the formulae.

where:

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration payable in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency*].

(b) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every [*insert number*] months (and, for the first time, with effect for the remuneration earned in the [*insert number*]th calendar month after the date of the Contract) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{\text{or } R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}]\}$$

Note: Choose one of the formulae.

where:

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the rates set forth in Appendix D for remuneration payable in local

	currency; I_l is the relevant index for salaries in the Client's country for the first month for which the adjustment is to have effect and; I_{lo} is the official index for salaries in the Client's country for the month of the date of the Contract. The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{lo} in the adjustment formula for remuneration paid in local currency: [*Insert the name, source institution, and necessary identifying characteristics of the index for local currency*]. 2. Adjustment of reimbursable expenses Payments for reimbursable expenses made in accordance with Clause GC 6.2(a) in [*Insert as appropriate* "foreign and local" *or* "foreign" *or* "local" *and delete the unnecessary paragraphs below, if any*] currency shall be adjusted as follows: Reimbursable expenses pursuant to the rates set forth in Appendix E shall be adjusted every [*insert number*] months (and, for the first time, with effect for the reimbursable expenses in the [*insert number*]th calendar month after the date of the Contract) by applying the following formula for each of the currencies of payment under the Contract: $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ {or $R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}]$} ***Note:*** *Choose one of the formulae.* where P is the adjusted reimbursable expenses, P_o is the reimbursable expenses payable on the basis of the rates set forth in Appendix E for reimbursable expenses, I is the relevant official index in the country of the currency for the first month for which the adjustment is to have effect and, I_o is the relevant official index in the country of the currency for the month of the date of the Contract. The Index I for each of the currencies of payment under the Contract shall be [*insert indices*]. [*These proxy indices shall be proposed by the Consultant, subject to acceptance by the Client.*]
6.4	The currency [currencies] of payment shall be the following: (i) US Dollar

	(ii) BDT *Note: The currency(ies) shall be the same as in the Financial Proposal.*
6.5(a)	The amount of the advance payment is: - 10% of contract price [*insert amount and currency*] in foreign currency; and - 10% of contract price [*insert amount and currency*] in local currency. The advance payment securities shall be in the amounts and in the currencies of the advance payment. The advance payment will be set off by the Client from the first invoices by deducting 20% of the invoiced amount until the advance payment is fully set off.
6.5(e)	The accounts are: - for foreign currency: [*insert account*]. - for local currency: [*insert account*].
6.6	The interest rate is: 1%

IV. Appendices

Notes on Appendices

The Appendices complement the Contract by describing the Services, specifying reporting requirements, Expert schedule etc., and by providing cost estimates.

The Appendices shall be finalized and completed at negotiations of Contract.

The Acknowledgment of Compliance with the Guidelines for Employment of Consultants under Japanese ODA Loans shall be attached to the Contract as one of the appendices.

Appendices

Appendix A – Description of Services

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

Appendix B – Reporting Requirements

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

Appendix C – Expert Schedule

Note: *Insert a table based on Form TECH-7 of the Consultant's Technical Proposal and finalize at the Contract's negotiations. Attach the CVs demonstrating the qualifications of Key Experts (Form TECH-6 of the Consultant's Technical Proposal) updated and signed by the respective Key Experts.*

Appendix D – Remuneration Cost Estimates

Note: *Insert Form FIN-3 of the Consultant's Financial Proposal and finalize at the contract negotiations.*

Appendix E –Reimbursable Cost Estimates

Note: *Insert Form FIN-5 of the Consultant's Financial Proposal and finalize at the contract negotiations.*

Appendix F – Summary of Cost Estimates

Note: *Insert Form FIN-2 of the Consultant's Financial Proposal and finalize at the contract negotiations.*

Appendix G – Services, Facilities and Property to be Provided by the Client

Note: *See Clause GCC 5.1, GCC 5.4(a) and GCC 5.5(a). List the services, facilities, property and counterpart personnel to be provided by the Client and the timing and manner in which they shall be provided.*

Appendix H – Form of Advance Payment Security

Note: *See Clause GCC 6.5(a) and Clause SCC 6.5(a). The Client should insert here an acceptable form of an advance payment security. An example is set forth below.*

Appendix I – Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loan

Note: *Form TECH-9 in Section 3 is used for this Appendix.*

Appendix H – Form of Advance Payment Security
Bank Guarantee for Advance Payment

_____ [*Bank's Name and Address of Issuing Branch or Office*]

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

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [*name of Consulting Firm or name of the Joint Venture, same as appears in the signed Contract*] (hereinafter called "the Consultants") has entered into Contract No. [*reference number of the contract*] dated [*date*] with you, for the provision of [*brief description of Services*] (hereinafter called "the Contract").

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

At the request of the Consultants, we [*name of Bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [*amount in figures*] ([*amount in words*])[5] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of your certified statements to such effect which shall be presented to us by the Consultants. This guarantee shall expire, at the

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

latest, upon our receipt of the certified payment certificate issued by you indicating that the Consultants have made full repayment of the amount of the advance payment, or on the ___ day of [*month*] [*year*] [6] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 [7].

_____

[signature(s)]

Note: *All italicized text is to assist in preparing this form and shall be deleted from the final product.*

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

[7] As the case may be, ICC Publication No. 758 (or subsequent ICC Publications) may be used. In such cases, modify the Publication number

Section 7.Eligible Source Countries of Japanese ODA Loans

All countries and area of the world