

OFFICE OF  
**PROJECT DIRECTOR, RAJASTHAN FORESTRY AND BIODIVERSITY PROJECT 2**  
ARAVALLI BHAVAN, JHALANA INSTITUTIONAL AREA, JAIPUR 302004  
Ph: +91-0141-2709101 (O)

**Request for Proposal**  
**From**  
**Consultant/Resource Organizations**  
**for providing various services and support to**  
**The Project Management Unit (PMU) of Rajasthan**  
**Forestry & Biodiversity Project Phase 2**  
**(IDP-221)**

<b>Last date and time of submission of proposal</b>	1500 Hrs of 5 <sup>th</sup> November 2012
<b>Address for submission of Proposal :Deputy Project Director, Project</b>	Deputy Project Director (Administration), Office of Project Director, Rajasthan Forestry & Biodiversity Project (Phase 2), Aravalli Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, 302004, India. Telephone No. +91-141-2709101.
<b>Date and time of Pre-proposal conference</b>	17 <sup>th</sup> October 2012, at 11 am
<b>Venue of Pre-proposal conference</b>	Conference hall, Aravali Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, 302004.
<b>Date and Time and Venue for opening of Technical proposals</b>	1700 Hrs of 5th November 2012 in Conference hall, Aravali Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, 302004.

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**PROJECT DIRECTOR, RAJASTHAN FORESTRY AND BIODIVERSITY PROJECT 2**  
ARAVALLI BHAVAN, JHALANA INSTITUTIONAL AREA, JAIPUR 302004

**REQUEST FOR PROPOSALS**

**Country : India**

**Project Name**  
**Rajasthan Forestry and Biodiversity**  
**Project (Phase II)**

**Loan ID-P221**

**Title of Consulting Services**

**Providing various services and support to**  
**The Project Management Unit (PMU) of Rajasthan**  
**Forestry & Biodiversity Project Phase 2**

**[NIT No. 1 OF 2012-13 ]**

**Name of the Respondent:** \_\_\_\_\_

**Address for Correspondence:** \_\_\_\_\_

\_\_\_\_\_

**Telephone No.:**

**Fax No.:**

**Email:**

**Price: Rs. 2000/- Only**

## Section 1. Invitation for Proposal

1. The Government of India (hereinafter called “Borrower”) has received financing from Japan International Cooperation Agency (JICA) (hereinafter called “loan”) toward the cost of **Rajasthan Forest and Biodiversity Project (Phase II)**.
2. The Project Management Unit (PMU) of the Rajasthan Forest and Biodiversity Project Phase 2 acting on behalf the Borrower now invites proposals from consultant/resource organizations to provide various services and support to the Project Management Unit (PMU) of Rajasthan Forestry & Biodiversity Project Phase 2. More details on the services are provided in the Terms of Reference.
3. A firm will be selected under Quality Based Selection (QBS) method for procurement of Consultants Services and procedures described in this RFP, in accordance with the policies of JICA detailed in the Guidelines.
4. The RFP includes the following documents:
  - Section 1 – Invitation for proposal
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Sample Forms
  - Section 4 - Financial Proposal - Sample Forms<sup>1</sup>
  - Section 5 - Terms of Reference
  - Section 6 - Sample Forms of Contract
  - Section 7 - List of Eligible Countries of Japanese ODA Loans
5. Please note that if a firm combines the functions of consultant with those of contractor and/or a manufacturer, the firm must include in its proposal all relevant information regarding such relationship, along with an undertaking to the effect that the firm agree to limit its role to that of consultant and to disqualify itself, its associates/affiliates and/or parent firm from work in any other capacity on this project other than that of consultant. It is also requested to state in its proposal that the firm will ensure that specifications and designs recommended by the firm will be impartial and in no way limit competitive bidding.
6. If, in connection with the performance of the consulting services, a firm intends to borrow, or hire temporarily, personnel from contractors and/or manufacturers, the firm must include in its proposal all relevant information about such personnel. In such a case, the firm will be acceptable only if those contractors and/or manufacturers disqualify themselves from work on this project other than that of consultant.
7. Please note that, if your firm (or any joint venture partner or associate firm or Sub-Consultant or individual expert nominated in any submitted Technical Proposal for

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<sup>1</sup> Including “Instructions for preparing Financial Proposal Forms FIN-1 to FIN-6

- this project) has been previously engaged to prepare the definite Terms of Reference for this assignment, or any part thereof, your firm (and/or any joint venture partner or associate firm or Sub-Consultant or individual expert so engaged) shall be disqualified from participation in this assignment.
8. It is JICA's policy to require that Consultants, as well as the PMU of Rajasthan Forest Department 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 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.
  9. Proposals can be submitted as per schedule listed in Section I Clause 11.
  10. The Project Director, Rajasthan Forestry and Biodiversity Project Phase 2 reserves the right to accept / reject any or all the Proposals of the Respondents in whole or part without assigning any reasons.
  11. **Tender Schedule:**

A	Period of issue of RFP document	During office hours on workdays from 08 October 2012 to 15 October 2012
B	Last date and time of submission of proposal ( technical and financial )	1500 Hrs of 5 <sup>th</sup> November 2012
C	Address for submission of Proposal	Deputy Project Director (Administration), Office of Project Director, Rajasthan Forestry & Biodiversity Project (Phase 2), Aravalli Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, 302004, India. Telephone No. +91-141-2709101.
D	Date and time of Pre-proposal conference	17 <sup>th</sup> October 2012, at 11 am
E	Venue of Pre-proposal conference	Conference hall, Aravali Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, 302004.
F	Date and Time for opening of Technical proposals	1700 Hrs of 5th November

12. **Place of opening of Proposals:** Conference hall, Aravali Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, 302004.
13. **Address for Communication:** Deputy Project Director (Administration), Office of Project Director, Rajasthan Forestry & Biodiversity Project (Phase 2), Aravalli Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, 302004, India. Telephone No. +91-141-2709101.

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**Definitions**

- (a) “Borrower” means the Government and includes the executing agency or the implementing agency.
- (b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (c) “Client’s Country” means the country of the Borrower as indicated on the Data Sheet.
- (d) “Consultant” means any entity including resource organisation or a Joint Venture that will provide the Services to the Client under the Contract.
- (e) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is, the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (f) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (g) “Day” means calendar day.
- (h) “Government” means the government of the Client’s Country.
- (i) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (j) “JICA” means Japan International Cooperation Agency.
- (k) “Joint Venture” means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant’s obligations under the Contract.
- (l) “ODA” means Official Development Assistance.
- (m) “Partner” means any of the entities which make up the Joint Venture, provided that each of them substantially performs the Services and/or has experience contributing to the enhancement of the expertise of the Joint Venture; and “Partners” means all those entities.
- (n) “Personnel” means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- (o) “Proposal” means a technical proposal or a financial proposal, or both.



- (p) “QBS” means Quality-Based Selection.
- (q) “QCBS” means Quality- and Cost-Based Selection.
- (r) “RFP” means this Request for Proposal.
- (s) “Services” means the work to be performed pursuant to the Contract.
- (t) “SSS” means Single Source Selection.
- (u) “Standard Electronic Means” includes facsimile and email transmissions.
- (v) “Sub-Consultant” means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- (w) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 1. Introduction

- 1.1 The Borrower has received 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 Guidelines for the Employment of Consultants under Japanese ODA Loans. 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.
- 1.2 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from the shortlisted Consultants, in accordance with the method of selection specified in the Data Sheet.
- 1.3 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the

selected Consultant.

- 1.4 Consultants should familiarize themselves with local conditions relevant to the Services and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.
- 1.6 Consultants shall bear all costs associated with the preparation and submission of their proposals 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 Consultants.

**Conflict of Interest**

- 1.7.1 Consultants shall be considered to have a conflict of interest and shall not be recruited under the circumstances set forth below:
  - (a) A firm that have been engaged by the Client to provide consulting services for the preparation related to procurement for or implementation of a project, and any of their associates/affiliates (inclusive of parent firms), shall be disqualified from working in any other capacity on the same project (including bidding relating to any goods and works for any part of the project), other than a continuation of the firm's earlier consulting services.
  - (b) A firm who lends, or temporarily seconds its personnel to Consultants that are engaged in consulting services for the preparation related to procurement for or implementation of the project, shall be disqualified from working in any other capacity on the same project, if the personnel would be involved in any capacity on the same project.
  - (c) A Consultant shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of

the Consultant. As an example, Consultants hired to prepare the definite Terms of Reference for an assignment shall not be hired for the assignment in question.

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|-----------------------------|-------|---|
|                             | 1.7.2 | Consultants have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.  |
| <b>Fraud and Corruption</b> | 1.8   | JICA requires that Consultants, as well as the Client, 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: <ul style="list-style-type: none"> <li>(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;</li> <li>(b) will recognize a Consultant as ineligible, for 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.</li> </ul> |
| <b>Eligibility</b>          | 1.9   | A shortlisted Consultant shall be incorporated and registered in an <b>eligible source country listed in Section 7</b> . In case a shortlisted Consultant is a Joint Venture, each Joint Venture Partner shall be incorporated and registered in an eligible source country listed in Section 7. In case a shortlisted Consultant forms a Joint Venture with other firms, each Joint Venture Partner shall be incorporated and registered in an eligible source country listed in Section 7.  |
|                             | 1.10  | All goods and services that may be supplied under the Contract and financed by JICA, <b>shall have as their country of origin an eligible source country listed in Section 7</b> .  |
| <b>Only one Proposal</b>    | 1.11  | A firm may submit one proposal, either individually as a proponent or as a partner in a joint venture, in which partners are jointly and severally responsible for the contract. A firm who participates in more than one proposal will cause all the proposals in which the firm has participated to be disqualified. No firm can be a Sub-Consultant, which is not responsible for the contract, while submitting a proposal individually or as a partner in a joint venture in the same selection process. A firm, if acting in the capacity of Sub-Consultant or association member (not liable for entire  |

contract) in any proposal, may participate in more than one proposal, but only in that capacity.

**Proposal  
Validity**

- 1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission deadline date. During this period, Consultants shall maintain the availability of experts nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the personnel named in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could propose new personnel in replacement, who has equivalent or better qualifications and experience than the original personnel, and would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their proposals.
- 1.13 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.

**2. Clarification of  
RFP  
Documents**

- 2.1 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 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 paragraph 2.2.

- Amendment of RFP Documents**      2.2      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 Consultants and will be binding on them. 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.
- 3. Preparation of Proposals**      3.1      The Proposal (see paragraph 1.3), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language specified in the Data Sheet.
- 3.2      In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Consultants whose proposals do not respond to the requirements of the documents comprising the RFP may fail to meet the minimum qualifying score as indicated in the Data Sheet.
- 3.3      While preparing the Technical Proposal, Consultants 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, 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 has 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 Partners of the Joint Venture shall be jointly and severally liable under the Contract.

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 partners) that authorizes the designated lead or managing Partner of the Joint Venture to act for and in 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,

Sample Forms (Section 3) and submitted as part of the Technical Proposal of such Consultant.

- (ii) The Joint Venture Agreement shall identify the Lead partner. All Partners in a Joint Venture shall sign the Proposal unless the Lead Partner is nominated to do so in the power of attorney.
- (iii) None of the firms or experts proposed in a Joint Venture or an association should be the subject of a sanction by JICA.
- (iv) Alternative experts shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**Technical  
Proposal  
Format and  
Content**

- 3.4 The Technical Proposal shall provide the information indicated in the following paragraphs from (i) to (vii) using the attached Sample 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.

Experience of the firm	(i) two (2) pages introducing the Consultant background and general experience (Form TECH-2A). (ii) ten (10) pages of relevant completed projects in the format of Form TECH-2B illustrating the Consultant's relevant experience. 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	two (2) pages (Form TECH-3B).
General approach and methodology, work plan	Ten (10) pages inclusive of charts and diagrams (Form TECH-4).
List of proposed expert team and Summary of CV particulars	Form TECH-5
Experts' CVs	Three (3) pages for each expert's CV using Form TECH-6.
Personnel schedule	Form TECH-7 ( not applicable)

- (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 partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For

**RAJASTHAN VANIKI EVAM JAIIV-VIVIDHATA SANRAKSHAN SOCIETY**

Registration Number: 1207,Jaipur /2010-11

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 partners 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 partners, but can be claimed by the expert 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 of Section 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, work plan, and organization and personnel schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) 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 of Section 3).
- (v) Estimates of the expert and/or specialist input (man-months of international and local personnel) needed to carry out the assignment (Form TECH-7 of Section 3). The man-months input should be indicated separately for home office and field activities, and for international and local personnel.

- (vi) CVs of the experts signed by the experts themselves or by the

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authorized representative submitting the proposal (Form TECH-6 of Section 3). In case of CVs signed by the authorized representative, should the firm be ranked first, copies of the same CVs signed by the experts must be submitted to the Client prior to commencement of contract negotiations.

- (vii) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial details will be declared non responsive.

### **Financial Proposals**

3.6 (i) The Consultants shall price all items of the corresponding Technical Proposal. The Consultant shall submit a hard copy of the Financial Proposal using the attached sample forms (Section 4). The Client shall read the hard copy during the public opening of Financial Proposals.

- (ii) It is the Consultant's responsibility to ensure that the **correct Financial Proposal format is used for the selected method indicated in the Data Sheet.**

(iii) The Financial Proposal requires completion of the six forms FIN-1 to FIN-6 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). Remuneration is divided into billing rates for international and local experts; reimbursable expenses are divided into per diem rates for international and local experts and costs for other reimbursable expenses items required to perform the Services, as indicated in the Data Sheet.
- c. Forms FIN-3 and FIN-4 show the remuneration. FIN-4 shows the remuneration details and **shall only be used when QBS or SSS method is used.**
- d. FIN-5 shows details of reimbursable expenses.
- e. Form FIN-6 is the declaration of compliance with JICA's Guidelines. The Consultant's authorized representative shall sign and date this Form on behalf of the Consultant.



- f. 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, the applicable payment schedule and the currency of payments will be determined during contract negotiations.
- g. 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. **When the QCBS method is used**, for remuneration related costs, if less than the minimum number of man-months specified in the Data Sheet is provided in the Personnel Schedule of the Technical Proposal for international and/or local experts, the difference between such proposed man-months for each expert in the Financial Proposal will be added to remuneration related costs at the highest remuneration rate per month.

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| <b>Taxes</b>  | 3.7 | The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident International Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. <b>The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes.</b> Any such amounts shall be excluded in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract. |
| <b>Currency</b>   | 3.8 | Consultants may express the price of their services in Japanese Yen and/or other internationally traded currencies, singly or in combination with a maximum of three currencies. <b>The Client may require Consultants to state the portion of their price representing local cost in the currency of the Client's Country if so indicated in the Data Sheet.</b>  |
| <b>4. Submission, Receipt, and Opening of Proposals</b> | 4.1 | The original proposal (Technical Proposal and, if required, Financial Proposal; see paragraph 1.3) 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 paragraph 3.3(i) above.]

- 4.2 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.
- 4.3 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.”
- 4.4 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 (If required under paragraph 1.3) 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.**” 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.
- 4.5 **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 paragraph 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial

Proposal (If required under paragraph 1.3) shall remain sealed and securely stored.

## **5. Proposal Evaluation**

5.1 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/or 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.

### **Evaluation of Technical Proposals**

5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, 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.

### **Financial Proposals for QBS**

5.3 Following the ranking of Technical Proposals, when selection is based on QBS method, the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under paragraph 6. When Financial Proposals have been submitted together with Technical Proposals (see paragraph 1.3), after the technical evaluation is completed, the Client shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process.

## **6. Negotiations**

6.1 Subject to paragraph 2.2, negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all experts named in its proposal in the absence of death or medical incapacity. Failure in satisfying such requirements may result in the Client proceeding to initiate the negotiation process with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

### **Technical**

6.2 The technical negotiations will not substantially alter the Terms of Reference attached to the RFP and the Technical Proposals

**negotiations**

submitted by the Consultant. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and schedule, and organization and personnel, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, personnel schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

**Financial negotiations**

6.3 The financial negotiations will include a clarification (if any) of the Consultant’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. If applicable, the Client will identify the local tax amount to be paid by the Consultant under the Contract.

- (i) **When QBS, or SSS** method is used, the financial negotiations will include a detailed review of all the Consultant’s proposed costs including a review of all documentation provided by the Consultant in support of proposed costs. In particular, the Consultants shall provide full details of the remuneration of all nominated experts, according to Section 4 - Financial Proposal - Sample Forms of the RFP, including the information required in Form FIN-4. Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for experts.
- (ii) **When the QCBS** method is used, 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 details of expert remuneration and specific unit rates for reimbursable expenses will not be subject to negotiations<sup>1</sup>.

**Availability of Personnel**

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed personnel, the Client expects to negotiate a Contract on the basis of the personnel named in the

<sup>1</sup> Proposed unit rates for remuneration shall not be altered since the unit rate cost has been a factor in the selection process.

Proposal. Before contract negotiations, the Client will require assurances that the personnel will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. In the event that the Client requests a replacement, such replacement shall have the same unit rate of remuneration proposed for the original candidate by the firm in its Financial Proposal except where the method of selection is QBS, or SSS, where the rate of remuneration will be based on supporting documentation. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. Failure to meet either of these requirements may result in disqualification.

- |                                       |     |   |
|---------------------------------------|-----|---|
| <b>Conclusion of the negotiations</b> | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.  |
| <b>7. Award of Contract</b>           | 7.1 | <p>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.</p> <p>(i) <b>When the QCBS</b> method is used, after Contract signature the Client shall return the unopened Financial Proposals to the Consultants whose Technical Proposals have not secured the minimum qualifying mark, or were found to be technically non-responsive.</p> <p>(ii) <b>For QBS</b> where Financial Proposals have been submitted together with Technical Proposals (see paragraph 1.3), after Contract signature the Client shall return the unopened Financial Proposals to the Consultants who have not been invited to negotiations.</p> |
|                                       | 7.2 | The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet.  |
|                                       | 7.3 | Consultants who were not awarded the Contract may request a debriefing from the executing agency after Contract award in respect of their Proposal.   |
| <b>8. Publication</b>                 | 8.1 | 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 successful consultant concerning the award of contract, and
- (vi) the award date and amount of the contract.

- 9. Confidentiality** 9.1 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.

## Instructions to Consultants

### Data Sheet

Paragraph Reference	
<b>1.1</b>	<p>Amount of the Loan Agreement: Fifteen billion seven hundred forty nine million Japanese Yen (15,749,000,000 Yen)</p> <p>Signed date of the Loan Agreement: 16 June 2011</p> <p><b>Name of project:</b> Rajasthan Forestry and Biodiversity Project (Phase 2)</p>
<b>1.2</b>	<p>Name of the Client: <b>Project Management Unit of the Rajasthan Forest Department</b></p> <p>Method of selection: <b>Quality Based Selection (QBS)</b></p>
<b>1.3</b>	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is:</p> <p><b>Providing various services and support to the Project Management Unit (PMU) of the Rajasthan Forestry &amp; Biodiversity Project Phase 2</b></p>
<b>1.4</b>	<p>A <b>pre-proposal conference</b> will be held: <b>Yes</b></p> <p><b>Date</b> - 17<sup>th</sup> Oct. 2012,</p> <p><b>Time</b> - 11 AM</p> <p><b>Venue</b> – Conference Room, Aravali Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, India - 302004</p> <p><b>The Client's representative is:</b> <i>Joint Project Director (Administration), Rajasthan Forestry and Biodiversity Project (Phase 2)</i></p> <p><b>Address:</b>  <i>Aravali Bhavan, Jhalana Institutional Area, Jaipur, Rajasthan, India - 302004</i>          Telephone: +91-141-2709101 Facsimile: +91-141-2709101          E-mail: <a href="mailto:pdrfbp2@gmail.com">pdrfbp2@gmail.com</a></p>
<b>1.5</b>	<p>The Client will provide the following inputs and facilities:</p> <ol style="list-style-type: none"> <li>1. Will make available relevant project data and report</li> <li>2. Technical inputs regarding the project (as per request and availability).</li> <li>3. Office space and other facilities for performance of services.</li> </ol> <p>The consultant is expected to maintain an office unit at Jaipur for overall supervision of the experts and supporting staff and coordination and liaising</p>

	with the Client with regard to performance of desired services, at his own expense.
<b>1.12</b>	Technical Proposals must remain valid for 90 (ninety) days after the submission deadline date, i.e. until: 02- 02 -2013  Financial Proposals must remain valid until the expiration date of Technical Proposals.
<b>1.13(a)</b>	The price of the Financial Proposal shall be adjusted by the following factor: No adjustment.
<b>1.13(b)</b>	The fixed portion of the price of the Financial Proposal shall be adjusted by the following factor: The adjustment shall be as follows: 10% (ten percent) per annum calculated for the period of extension.
<b>2.1</b>	Clarifications may be requested not later than 10 (ten) days before the submission deadline date.  The address for requesting clarifications is: <i>Project director RFBP phase 2, Aravali Bhavan, Jhalana Institutional area, Jaipur 302004, Rajasthan, India</i> Facsimile: 911412709101



	<table><tr><td>12.</td><td>Office Executives (17)</td><td>76</td></tr><tr><td>13.</td><td>Office Boys (17)</td><td>76</td></tr></table>	12.	Office Executives (17)	76	13.	Office Boys (17)	76								
12.	Office Executives (17)	76													
13.	Office Boys (17)	76													
3.4 (vii)	Training is a specific component of this assignment: <b>No</b>														
3.6 (iii) b	(1) Travelling and Dearness Allowance on travel outside Jaipur shall be payable at the rates as prescribed by Rajasthan State Government. (2) Seating, office working space, stationery, and communication and Other Office facilities shall be provided by the Client.														
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: <b>Yes, the Consultant will pay local taxes, duties, fees, levies and other imposition under the applicable law.- The Client shall reimburse all taxes ,duties, fees, levies, and other impositions imposed under the applicable law ( except corporate tax and income tax of consultants) arising out of the said project and paid to the Indian authorities under laws and regulations of the central and / or State Government in India on production of documentary evidence</b>														
3.8	Consultant to state all costs in the currency of the Client’s Country (INR): Yes														
4.2	Number of copies of the Technical Proposal: One original and three Copies														
4.5	Consultant must submit the original and all copies of the Technical Proposal, and the original Financial Proposal (if required under paragraph 1.3) to the Client to the following address: <i>Project director RFBP phase 2, Aravali Bhavan, Jhalana Institutional area, Jaipur 302004, Rajasthan, India</i>  <i>Facsimile: 911412709101</i> <span style="float:right"><i>E-mail: pdrfbp2@gmail.com</i></span>														
5.2	<p>Criteria, sub-criteria, and point system for the evaluation are:</p> <table><tr><td></td><td style="text-align:right"><u>Points</u></td></tr><tr><td colspan="2"><b>(i) Experience of the Consultants relevant to the assignment:</b></td></tr><tr><td>a) Experience of working with Government.</td><td style="text-align:right">10</td></tr><tr><td>b) Experience of other projects of comparable size, complexity and technical specialty</td><td style="text-align:right">8</td></tr><tr><td>c) Experience in Japanese ODA projects</td><td style="text-align:right">8</td></tr><tr><td><b>Total points for criterion (i):</b></td><td style="text-align:right"><b>26</b></td></tr><tr><td colspan="2"><b>(ii) Adequacy of the proposed methodology and work plan</b></td></tr></table>		<u>Points</u>	<b>(i) Experience of the Consultants relevant to the assignment:</b>		a) Experience of working with Government.	10	b) Experience of other projects of comparable size, complexity and technical specialty	8	c) Experience in Japanese ODA projects	8	<b>Total points for criterion (i):</b>	<b>26</b>	<b>(ii) Adequacy of the proposed methodology and work plan</b>	
	<u>Points</u>														
<b>(i) Experience of the Consultants relevant to the assignment:</b>															
a) Experience of working with Government.	10														
b) Experience of other projects of comparable size, complexity and technical specialty	8														
c) Experience in Japanese ODA projects	8														
<b>Total points for criterion (i):</b>	<b>26</b>														
<b>(ii) Adequacy of the proposed methodology and work plan</b>															

	<p>in responding to the Terms of Reference:</p> <p>a) Company Profile. 7</p> <p>b) Experience of similar assignments. 5</p> <p>c) Organization and staffing. 5</p> <p><b>Total points for criterion (ii): 17</b></p> <p><b>(iii) Personnel qualifications and competence for the assignment:</b></p> <p><b>Senior Project Manager</b></p> <p>a) ITES 8</p> <p>b) Bio-diversity Conservation &amp; Afforestation 6</p> <p>c) Joint Forest Management 6</p> <p>d) Business Planning &amp; Marketing 6</p> <p>e) Capacity Building, Training &amp; research 6</p> <p>f) Monitoring &amp; Evaluation 6</p> <p><b>Project Manager</b></p> <p>a) Public Relations 5</p> <p>b) Administration 5</p> <p><b>Project Executives</b> 4</p> <p><b>Office Executive</b> 3</p> <p><b>Office Boy</b> 2</p> <p><b>Total points for criterion (iii): 57</b></p> <p>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:</p> <p>1) General qualifications 30%</p> <p>2) Adequacy for the assignment 60%</p> <p>3) Experience in region and language 10%</p> <p><b>Total weight: 100%</b></p> <p><b>Total points for the three criteria: 100</b></p> <p><b>The minimum technical score required to qualify is: 75 Points</b></p>
<b>6.1</b>	<p>Expected date and address for contract negotiations: <u>20<sup>th</sup> Nov 2012</u></p> <p><i>Project director RFBP phase II, Aravali Bhavan, Jhalana Institutional area, Jaipur 302004, Rajasthan, India</i></p>
<b>7.2</b>	<p>Expected date for commencement of services: <i>1<sup>st</sup> December 2012 at Jaipur</i></p>

### Section 3. Technical Proposal - Sample Forms

Refer to paragraph 3.4 of Section 2 of the RFP for Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form .....	26
Form TECH-2: Consultant's Organization and Experience .....	27
A - Consultant's Organization .....	27
B - Consultant's Experience .....	28
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client .....	29
A - On the Terms of Reference .....	29
B - On Counterpart Staff and Facilities .....	30
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment.....	31
Form TECH-5: Team Composition, Task Assignments and Summary of CV Information .....	32
Form TECH-6: Curriculum Vitae (CV) for Proposed Experts .....	33
Form TECH-7: Personnel Schedule.....	35
Form TECH-8: Work Schedule .....	36

## Form TECH-1: Technical Proposal Submission Form

---

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

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

We are submitting our Proposal as a Joint Venture/in association with: [insert a list with full name and address of each joint venture partner or sub-Consultant].<sup>1</sup> Attached is the following documentation: [Joint Venture Agreement and Joint Venture power of attorney for lead or managing Partner].

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Clause Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Clause Reference 7.2 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: \_\_\_\_\_

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<sup>1</sup> [Delete in case no Joint Venture or association is proposed.]

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## **Form TECH-2: Consultant's Organization and Experience**

---

### **A - Consultant's Organization**

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

## B - Consultant's Experience

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

Assignment name:	Approx. value of the contract (in INR):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No. of professional man-months provided by the joint venture partners or Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any:	Name of senior regular full-time employees <sup>1</sup> of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided in the assignment:	

Firm's Name: \_\_\_\_\_

<sup>1</sup>

- (a) is currently employed under a contract or agreement of employment with the Consultant or the Sub-Consultant;
- (b) has been employed by the Consultant or the Sub-Consultant for the last 12 consecutive months preceding the date of submission of the Proposal;
- (c) is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Consultant or the Sub-Consultant; and
- (d) is engaged to work for the Consultant or the Sub-Consultant for the number of hours per day and days per year considered the norm for full-time employees in the country of employment or in the country in which the person is assigned.

**RAJASTHAN VANIKI EVAM JAIV-VIVIDHATA SANRAKSHAN SOCIETY**

Registration Number: 1207, Jaipur /2010-11

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### **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 improve 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). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Clause Reference 1.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, and etcetera.]*



## **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 (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 Personnel,*

*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.*

*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 Personnel. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel. 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.]*

### **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	International or Local 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)

**RAJASTHAN VANIKI EVAM JAIV-VIVIDHATA SANRAKSHAN SOCIETY**

Registration Number: 1207,Jaipur /2010-11

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

---

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_
2. **Name of Firm** *[insert name of firm proposing the expert]:* \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Expert** *[insert full name]:* \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education** *[indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_  
\_\_\_\_\_
6. **Membership in Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
7. **Other Trainings** *[indicate significant training since degrees under 5 - Education were obtained]:*  
\_\_\_\_\_  
\_\_\_\_\_
8. **Work Experience:**  
\_\_\_\_\_  
\_\_\_\_\_
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_  
\_\_\_\_\_
10. **Employment Record** *[Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<b>11. Detailed Tasks Assigned</b>  <i>[List all tasks to be performed under this assignment]</i>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  <i>[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed in line 11.]</i>  Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
---	---

**13. 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 Personnel 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 not sanctioned (ineligible for engagement) by JICA.

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

\_\_\_\_\_  
*[Signature of expert or authorized representative of the firm]*<sup>1</sup> Date: \_\_\_\_\_  
Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

<sup>1</sup> 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 expert and/or specialist must be submitted to the Client prior to the commencement of contract negotiations.

---

### **Form TECH-7: Personnel Schedule<sup>1</sup>**

---

Not Applicable

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**Form TECH-8: Work Schedule**

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Not Applicable

## Section 4. Financial Proposal - Sample Forms

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Sample Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under paragraph 3.6 of Section 2. Forms FIN-1, FIN-2, FIN-3, FIN-5, and FIN-6 are to be used whatever is the selection method indicated in paragraph 4 of the Letter of Invitation. However, Form FIN-4 shall only be used when the QBS or SSS method is adopted as detailed in paragraph 6.3(i) of Section 2 of the RFP.

Form FIN-1: Financial Proposal Submission Form .....	38
Form FIN-2: Summary of Costs .....	39
Form FIN-3: Remuneration.....	40
Form FIN-4: Breakdown of Remuneration.....	43
Form FIN-5: Breakdown of Reimbursable Expenses .....	47
Form FIN-6: Declaration.....	48
Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-6 .....	49

---

## Form FIN-1: Financial Proposal Submission Form

---

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

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

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 Reference 1.12 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: \_\_\_\_\_

---

<sup>1</sup> Amounts must coincide with the ones indicated under Total in Form FIN-2. This amount is exclusive of the local taxes, which shall be identified during negotiations and may be added to the above amount, provided the Client indicates in the Data Sheet of the RFP that the Consultant will be reimbursed by the Client for any such taxes paid by the Consultant.



---

**Form FIN-2: Summary of Costs**

---

Loan No.

---

**Competitive Components:** **INR**

---

*Remuneration*

---

***Sub-Total***<sup>1</sup>

---

**Non-Competitive Components:**<sup>2</sup>

---

*Taxes*

---

*Contingencies*<sup>3</sup>

---

***Sub-Total***

---

***Total***

---

1 Indicate the aggregate costs, which are exclusive of local 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 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.

---

<b>Form FIN 3: Remuneration</b>							
Loan No. IDP-221					Rajasthan Forestry and Biodiversity Project 2		
<b>Afforestation &amp; Biodiversity Conservation</b>							
No.	Expert Name	Birth Date (dd/mm/yy)	Employment Status (1)	Currency	Rate (per Month)	Months	Sub Total
1							
<b>Joint Forest Management</b>							
No.	Expert Name	Birth Date (dd/mm/yy)	Employment Status (1)	Currency	Rate (per Month)	Months	Sub Total
1							
<b>Business Planning &amp; Marketing</b>							
No.	Expert Name	Birth Date (dd/mm/yy)	Employment Status (1)	Currency	Rate (per Month)	Months	Sub Total
1.							
<b>Capacity Building, Training and Research</b>							
No.	Expert Name	Birth Date (dd/mm/yy)	Employment Status (1)	Currency	Rate (per Month)	Months	Sub Total
1							

**RAJASTHAN VANIKI EVAM JAIV-VIVIDHATA SANRAKSHAN SOCIETY**

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<b>IT Enabled Services</b>							
No.	Expert Name	Birth Date (dd/mm/yy)	Employment Status (1)	Currency	Rate (per Month)	Months	Sub Total
1							
<b>Monitoring and Evaluation</b>							
No.	Expert Name	Birth Date (dd/mm/yy)	Employment Status (1)	Currency	Rate (per Month)	Months	Sub Total
1							
<b>GIS Analyst</b>							
No.	Expert Name	Birth Date (dd/mm/yy)	Employment Status (1)	Currency	Rate (per Month)	Months	Sub Total
1							
2							
<b>MIS Analyst</b>							
No.	Expert Name	Birth Date (dd/mm/yy)	Employment Status (1)	Currency	Rate (per Month)	Months	Sub Total
1							
2							
<b>Public Relations</b>							
No.	Expert Name	Birth Date (dd/mm/yy)	Employment Status (1)	Currency	Rate (per Month)	Months	Sub Total
1							

<b>Project Administration</b>							
No.	Expert Name	Birth Date (dd/mm/yy)	Employment Status (1)	Currency	Rate (per Month)	Months	Sub Total
1							
1 Full-time (FT) – employee of the lead firm or joint venture partner or Sub-Consultant; Other Source (OS) – an expert provided by another source that is not a joint venture partner or a Sub-Consultant firm; Independent Expert (IP) – independent, self-employed expert.							
2. Attach a similar separate sheet for Project Executive (4 Nos.), Office Executives (17 Nos.) and Office Boys (17 Nos.)							

**LOAN NO. / TITLE:**  
IDP - 221 / PROVIDING VARIOUS SERVICES AND SUPPORT TO THE PROJECT MANAGEMENT UNIT (PMU) OF RAJASTHAN FORESTRY AND  
BIODIVERSITY PROJECT PHASE 2

[illegible]

Project Administration												
<b>Project Executives</b>												
1												
2												
3												
4												
<b>Office Executives</b>												
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												

**RAJASTHAN VANIKI EVAM JAIV-VIVIDHATA SANRAKSHAN SOCIETY**

Registration Number: 1207,Jaipur /2010-11

[illegible]

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

2/ I=International, L=Local

3/ FT - Full time with lead firm or joint venture partner or Sub-Consultant

OS - Expert being provided by other source (other than lead firm or joint venture partner 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

\_\_\_\_\_ :

\* This Form is required to be completed for QBS and SSS methods.

**RAJASTHAN VANIKI EVAM JAIV-VIVIDHATA SANRAKSHAN SOCIETY**

Registration Number: 1207,Jaipur /2010-11



## **Form FIN-5: Breakdown of Reimbursable Expenses**

**Not Applicable**

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## Form FIN-6: Declaration

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### Acknowledgment of Compliance with Guidelines for the Employment of Consultants under Japanese ODA Loans

- A) I, [*name and position of authorized signatory*] duly authorized by [*name of Consultant/partner of joint venture or association (JVA)*] (“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*] 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.
- B) I certify that neither the Consultant nor any Sub-Consultant, or expert nominated by the Consultant in the Proposals has been sanctioned by any development assistance organizations\*.
- C) I further certify on behalf of the Consultant that, if selected to undertake services in connection with the Project, we shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

\_\_\_\_\_  
Authorized Signatory

For and on behalf of the Consultant

Date: \_\_\_\_\_

---

\* If the Consultant or any subconsultant or expert nominated by the Consultant has once conducted a corrupt, fraudulent, collusive or coercive practice and has been sanctioned by any development assistance organizations in the past five years, it shall modify the Clause B) accordingly and shall provide the following information;

(a) The name of the organization which sanctioned the Consultant or Sub-Consultant, or expert nominated by the Consultant.

(b) The period of the sanction.

However, the Client shall not disqualify such a Consultant only because of this matter.

## Appendix: Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-6

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- 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 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 1/176<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).
  - (ii) The following details shall be shown for each expert:
    - a. Expert's name
    - b. Date of birth
    - c. 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.
    - d. Nominated position; same as that shown on personnel schedule (Form TECH-7, Section 3)
    - e. Currency; INR
    - g. Remuneration rate per month
    - i. Months; number of months input to match that shown on the personnel 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 or SSS method 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 expenditure at the home office that is attributable to its consulting activity. The Consultant and its joint venture partner 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. A fee of 10-15 percent, depending on the magnitude of these component costs is considered usual.

- (v) **Other Allowances** provides 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 remuneration 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 expenditure certified by an independent auditor will be required for review by the Client during contract negotiations.

## 7 Form FIN-5 Breakdown of Reimbursable Expenses

- (i) The purpose of Form FIN-5 is to identify all reimbursable expenditures 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 expenditure is an international or a local expenditure (all per diems of international experts are considered to be foreign expenditures).
  - a. Type - whether the expenditure is an international or local expenditure (all per diems of international experts are considered to be foreign expenditures).
  - b. Unit - type of unit (monthly, daily lump sum, etc.)
  - c. Currency - currency of expenditure
  - 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 return airfares needed by international experts to travel from their home office, or regular place of work, to the field. The number of round trips, the cost for each trip and destinations should be shown under “air travel”. A separate item “miscellaneous travel expenses” should be shown to cover a lump sum allowance for processing necessary travel documents, inoculations, and transport to and from airports on a round trip basis.

(v) 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.

**8 Form FIN-6. Acknowledgement of Compliance with JICA’s Guidelines**

The Consultant’s authorized representative must sign and date this acknowledgement in the blank space in Form FIN-6 on behalf of the Consultant and the Consultant’s stamp or seal should be embossed or stamped over such signature.

## SAMPLE FORM A FOR QBS AND SSS

### BREAKDOWN OF SOCIAL CHARGES

(As claimed in Form FIN-4 Column 2 and Shown  
as a Percentage of Total Salary Cost of  
Firm's Regular Professional Staff)

<u>Item Description</u>	<u>Reference</u> <sup>1</sup>	<u>Amount</u> <u>(Currency)</u>	<u>As % of Total</u> <u>Basic Salary</u> <sup>2</sup>	<u>Comments</u>
-------------------------	-------------------------------	------------------------------------	--	-----------------

Total <sup>3</sup>	<div style="border-top: 1px solid black; border-bottom: 3px double black; padding: 2px 0;">0.00%</div>
--------------------	--

---

<sup>1</sup> You may refer to an income statement or an equivalent financial report.

<sup>2</sup> An independent auditor should also certify these figures as correct.

<sup>3</sup> This figure should correspond to the total percentage for social charges claimed in FIN-4 Column 2 for the experts shown.

***ILLUSTRATIVE EXAMPLE OF COMPUTING  
SOCIAL CHARGES (FORM A)***

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

Item Description	<u>Reference</u> <sup>2</sup>	<u>Amount (Currency)</u>	<u>As % of Total Basic Salary</u>	<u>Comments</u>
Statutory Holidays	n/a	n/a	3.84% <sup>4</sup>	
Vacation Leave	n/a	n/a	7.69% <sup>5</sup>	
Sick Leave	n/a	n/a	1.92% <sup>6</sup>	
13 <sup>th</sup> 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) <sup>3</sup>	Total	<u>21.82%<sup>7</sup></u>	

<sup>1</sup> Certified correct by an independent auditor.

<sup>2</sup> IS = income statement.

<sup>3</sup> IS reference (T) = 216,131.

<sup>4</sup> Example: 2 weeks/52 weeks = 3.84%.

<sup>5</sup> Example: 4 weeks/52 weeks = 7.69%.

<sup>6</sup> Example: 1 week/52 weeks = 1.92%.

<sup>7</sup> Corresponds to the total percentage for social charges claimed in FIN-4 Column 2 for the experts shown.



## SAMPLE FORM B

### BREAKDOWN OF OVERHEAD COSTS

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

<u>Item Description</u>	<u>Reference</u> <sup>1</sup>	<u>Amount</u> <u>(Currency)</u>	<u>As % of Total</u> <u>Basic Salary</u> <sup>2</sup>	<u>Comments</u>
		Total <sup>3</sup>	0.00%	

<sup>1</sup> You may refer to an income statement or an equivalent financial report..

<sup>2</sup> Copies of the firm's recent annual statements of income and expenditure 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.

<sup>3</sup> 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-4 Column 3 and Shown  
as a Percentage of Total Salary Cost of  
Firm's Regular Professional Staff)<sup>1</sup>

<u>Item Description</u>	<u>Reference</u> <sup>2</sup>	<u>Amount</u> <u>(Currency)</u>	<u>As % of Total</u> <u>Basic Salary</u>	<u>Comments</u>
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 <sup>3</sup>	<u>110.34%</u> <sup>4</sup>	

<sup>1</sup> Certified correct by an independent auditor.

<sup>2</sup> IS – Income Statement.

<sup>3</sup> Reference (T) = 216,131.

<sup>4</sup> Corresponds to the total percentage for overhead cost claimed in FIN-4 column 3 for the experts shown.

## Section 5. Terms of Reference

*[Text in brackets provides guidance to the borrower for the preparation of the RFP; it should not appear on the final RFP to be delivered to the shortlisted Consultants]*

*[Terms of Reference normally contain the following sections: (a) Background, (b) Objectives, (c) Scope of the Services including review of the contents of the plan for safety measures prepared by the Contractor (if necessary), (d) Nature of and limit to the responsibilities which the Consultant is to assume, (e) Training (when appropriate), (f) Reports, Deliverables and Time Schedule, and (g) Data, Local Services, Personnel, and Facilities to be provided by the Client.]*

**ATTACHED AT ANNEXURE A at the end of the RFP Document**



## **Section 6. Sample Form of Contract**



# **ANNEX I. Consultants’ Services: Time-Based Contracts**





**SAMPLE FORM OF CONTRACT**

# **Consultants' Services**

Time-Based



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**CONTRACT FOR CONSULTANTS' SERVICES**  
**Time-Based**

between

---

*[name of the Client]*

and

---

*[name of the Consultant]*

Dated: \_\_\_\_\_

## **Preface**

## I. Form of Contract

### TIME-BASED

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 Consultant] and [name of Consultant] (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, and personnel 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) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Personnel Schedule
- Appendix D: Cost Estimates in Foreign Currency
- Appendix E: Cost Estimates in Local Currency
- 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

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];
    - (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 expenditures 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 [*name of Client*]

---

[*Authorized Representative*]

For and on behalf of [*name of Consultant*]

---

[*Authorized Representative*]

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

For and on behalf of the Consultant

[*name of Joint Venture Partner*]

---

[*Authorized Representative*]

[*name of Joint Venture Partner*]

---

[*Authorized Representative*]

## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s Country, or in such other country as may be specified in the Special Conditions of Contract (SC), in force from time to time.
- (b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (c) “Client’s Country” means the country of the borrower.
- (d) “Consultant” means any entity including a Resource Organization or a Joint Venture that will provide the Services to the Client under the Contract.
- (e) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- (f) “Day” means calendar day.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (h) “Foreign Currency” means any currency other than the currency of the Client’s Country.
- (i) “Government” means the Government of the Client’s Country.
- (j) “JICA” means Japan International Cooperation Agency.
- (k) “Joint Venture” means a Consultant which comprises two or more Partners each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under the Contract.
- (l) “Local Currency” means the currency of the Client’s Country.

- (m) “Partner” means any of the entities that make up the Joint Venture; and “Partners” means all these entities.
- (n) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (o) “Personnel” means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- (p) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
- (q) “Services” means the work to be performed pursuant to this Contract, as described in Appendix A hereto.
- (r) “Sub-Consultant” means any person or entity to whom/which the Consultant subcontracts any part of the Services and for whom/which the Consultant is fully responsible.
- (s) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (t) “In writing” means communicated in written form with proof of receipt.

## **1.2 Relationship between the Parties**

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

## **1.3 Law Governing Contract**

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

## **1.4 Language**

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

## **1.5 Headings**

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

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- 1.6 Notices**
- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.7 Location**
- The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client's Country or elsewhere, as the Client may approve.
- 1.8 Authority of Lead Partner**
- In case the Consultant consists of a Joint Venture of more than one entity, the Partners hereby authorize the Lead Partner specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 Authorized Representatives**
- Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.10 Taxes and Duties**
- Unless otherwise specified in the SC, the Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.
- 1.11 Fraud and Corruption**
- JICA requires that Consultants, as well as the Client, 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 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.

- 1.12 Eligibility** The Consultant represents and warrants that it is a legal entity of, or legally established in, an eligible source country specified in the SC and that the Services will be wholly and substantially supplied from an eligible source country specified in the SC.
- 1.13 Sanctions** The Consultant represents and warrants that it, and any Sub-Consultants, as well as any of the Personnel of the Consultant or Sub-Consultant, are not sanctioned by JICA.
- 1.14 High Standard of Conduct** The Client and JICA require that the Consultant and its Personnel maintain a high standard of conduct when carrying out their functions under this Contract. Accordingly, the Consultant and its Personnel are expected to recognize the contribution of others, regardless of their nationality, gender, religion, seniority or contractual status. The Client will take prompt action to address incidents involving conduct that does not live up to these standards, which may result in replacement of any individual expert, consultant, or contractual staff involved in such incidents pursuant to Clause GC 4.2(b).
- 1.15 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.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Termination of Contract for** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the

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- Failure to Become Effective** SC, 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** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract** Subject to sub-Clause GC 2.7.3(c) and unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations** 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 and shall not be effective until the concurrence of JICA has been obtained. However, any change which does not constitute an important modification of the Contract and which does not affect the amounts payable under the Contract concurred by JICA shall not require a new concurrence of JICA for effectuation. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 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 includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (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 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 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 costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
  - (ii) continue with the Services to the extent possible, in



which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

- (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 GC 8.

## **2.8 Suspension**

The Client may, by written notice 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.

## **2.9 Termination**

### **2.9.1 By the Client**

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1. In such an occurrence the Client shall (except in the case of paragraph (h) below) give not less than thirty (30) days' written notice of termination to the Consultant.

- (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 GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Partners becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (e) If the Consultant is held by the Client to have a conflict of interest in performance of the Contract, or any portion thereof.

- (f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (h) If the Consultant, in the judgment of the Client has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing this Contract in such a case the Contract shall be terminated on the date Consultant is notified of such breach.

**2.9.2 By the Consultant**

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

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

**2.9.3 Cessation of Rights and Obligations**

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

- 2.9.4 Cessation of Services** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
- 2.9.5 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:
- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
  - (b) except in the case of termination pursuant to paragraphs (a) through (e) and (h) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.
- 2.9.6 Disputes about Events of Termination** If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement in accordance with the procedures stated in Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out their obligations hereunder 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 Sub-Consultants or third parties.

**3.1.2 Law  
Governing  
Services**

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

**3.2 Conflict of Interest**

**3.2.1 Consultant  
Not to  
Benefit from  
Discounts**

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

**3.2.2 Consultant,  
and Sub-  
Consultants  
Not to Engage  
in Certain  
Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant as well as any Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from the Services.

**3.2.3 Prohibition of  
Conflicting  
Activities**

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any, personal, business or professional activities that would represent a conflict with the activities assigned to

them under this Contract.

### **3.3 Confidentiality**

Except with the prior written consent of the Client, neither the Consultant, the Sub-Consultant nor their Personnel shall at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant, the Sub-Consultant or their Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

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

- (a) Subject to Clause GC 5.2, 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 Personnel and for the dependents of any such Personnel.
- (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) Subject to Clause GC 5.2, 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 GC 3.1.1 provided, however:
  - (i) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SC;

- (ii) that the ceiling on Consultant's liability shall be limited to the amount indicated in the SC, 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 GC 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) In addition to any liability the Consultant may have under Clause GC 3.1.1, the Consultant shall, at its own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1.
- (g) Notwithstanding the provisions of paragraph (a) of this Clause 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of Consultant or requiring Consultant to implement a decision or recommendation with which Consultant does not agree; or (ii) the improper execution of 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 their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**3.6 Accounting,  
Inspection and  
Auditing**

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 Consultant's Actions Requiring Client's Prior Approval**
- The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix C.
  - (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- 3.8 Reporting**
- 3.8.1 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
  - (b) The Consultant shall on a monthly basis, submit to the Client, in a format acceptable to the Client, a report stating personnel movements and inputs in the previous month compared to those specified in Appendix C. In the event the forecast of progress as anticipated in Appendix C is substantially changed due to variations pursuant to GC Clause 2.6, the Consultant may request the Client to revise the Payment Schedule specified in Appendices D & E, to reflect such change.
- 3.8.2 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. Where the Client receives such a report from the Consultant, the Client shall immediately forward a copy of it to JICA, together with its comments on the report and an outline of the steps the report proposes shall be taken.
- 3.9 Documents Prepared by the Consultant to be the Property of the**
- (a) All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon

**Client**

termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Client in its sole discretion may make such documents available to the public.

- (b) The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

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

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

**3.11 Equipment and  
Materials Provided  
by the Consultant**

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

**3.12 Specifications and  
Designs**

- (a) The Consultant shall prepare all specifications and designs that may be required under the Contract using the metric system and so as to embody the latest design criteria and the Consultant shall specify standards that are accepted and well known among industrial nations.
- (b) The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services provided under the Services are prepared on an impartial basis so as to promote international competitive bidding.



#### **4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS**

- 4.1 General** The Services shall be carried out by the Personnel specified in Appendix C for the respective periods of time indicated therein.
- 4.2 Replacement of Personnel**
- (a) In the event that any of the Personnel is found by the Client to be incompetent, guilty of misbehavior or incapable in discharging the assigned responsibilities, the Client may request the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Client and the Consultant shall provide such replacement.
  - (b) Should it become necessary for the Consultant to replace any of the Personnel specified by name in Appendix C, the Consultant shall forthwith provide a replacement acceptable to the Client with comparable or better qualifications. In the event that the Personnel replaced are, at the time of replacement, in the field, the Consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration and reimbursable expenses allowable for such replacement shall be the same as agreed between the Client and the Consultant for the Personnel being replaced. For any additional Personnel proposed by the Consultant and approved by the Client, the relevant remuneration rate(s) and estimated reimbursable expenses will be as negotiated between the Client and the Consultant.
- 4.3 Working Hours, Overtime, Leave**
- (a) Working hours and holidays for Personnel are set forth in Appendix C hereto. To account for travel time, International Personnel carrying out Services inside the Client's Country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's Country as is specified in Appendix C hereto.
  - (b) The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

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| <p><b>4.4 Adjustments to Appendix C – Personnel Schedule</b></p> | <p>Subject to the prior approval of the Client in accordance with Clause GC 3.7 (a), 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 GC 6.1.</p> |
| <p><b>4.5 Resident Project Manager</b></p>                       | <p>When Services are carried out in the Client's country, the Consultant shall, at all times, ensure that there is a Project Manager acceptable to the Client to supervise and coordinate the operations of the Personnel in the field and to be responsible for liaison between the Consultant and the Client.</p>  |

## **5. OBLIGATIONS OF THE CLIENT**

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| <p><b>5.1 Assistance and Exemptions</b></p> | <p>Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none"> <li>(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.</li> <li>(b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's Country.</li> <li>(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.</li> <li>(d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</li> <li>(e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.</li> <li>(f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Client's Country</li> </ul> |
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reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

**5.2 Access to Land**

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

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

**5.4 Services, Facilities and Equipment of the Client**

- (a) In addition to the assistance to be provided to the Consultant under Clause GC 5.1, the Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and equipment described in Appendix G at the times and in the manner specified in said Appendix G.
- (b) In case that such services, facilities and equipment 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 equipment from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

**5.5 Payment**

In consideration of the Services performed by the Consultant under

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

## **5.6 Counterpart Personnel**

- (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 Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (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.

## **5.7 Difference of Opinion**

In the case of a difference of opinion between the Client and the Consultant on any important matters involving professional judgement 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.

# **6. PAYMENTS TO THE CONSULTANT**

## **6.1 Cost Estimates; Ceiling Amount**

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local

currency specified in the SC. Whenever it shall be necessary to evaluate one currency in terms of another for the purpose of checking that the ceilings in foreign currency specified in the SC has not been exceeded, the conversion shall be made on the basis of exchange rates as reasonably determined by the Client at the time of each disbursement having regard to the currencies utilized, and the date and place of the expenditure or transaction.

- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Remuneration  
and Reimbursable  
Expenses**

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration and reimbursable expenses shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii)

the Consultant's fee.

- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (f) 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 1/176<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).

### **6.3 Currency of Payment**

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

### **6.4 Mode of Billing and Payment**

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

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment security acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such security (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix H hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts

payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

- (c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement 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. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, 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 statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement 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 SC.
- (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 expenditures 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.

## **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.

### **7.2 Operation of the Contract**

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

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

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

### **8.2 Dispute Resolution**

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



### III. Special Conditions of Contract

[Clauses in brackets { } are optional; all notes should be deleted in final text]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.4</b>	<p>The Contract has been executed in: English</p> <p>Reports and correspondence shall be in: English</p>
<b>1.6</b>	<p>The addresses are:</p> <p>Client _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p>
{1.8}	<p>{ The Lead Partner is <i>[insert name of partner]</i> }</p> <p><i><b>Note:</b> If the Consultant consists of a Joint Venture the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</i></p>
<b>1.9</b>	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultant: _____</p>
{1.10}	<p>The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall pay taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or</p>

	<p>permanent residents of the Client's Country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's Country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>The Client shall reimburse all taxes ,duties, fees, levies, and other impositions imposed under the applicable law ( except corporate tax and income tax of consultants) arising out of the said project and paid to the Indian authorities under laws and regulations of the central and / or State Government in India on production of documentary evidence</p>
1.12	The eligible source countries are: All countries and areas
{2.1}	<p>The effectiveness conditions are the following:</p> <p><b>Receipt by Consultant of advance payment and by Client of advance payment security (see Clause SC 6.4(a)),</b></p>
2.2	The time period shall be 3 (three) months.
2.3	The time period shall be 20 days after Contract Effective date .
2.4	The time period shall be 76 Months.
3.4 (e) (i)	The number of months shall be 6 (six) months
3.4 (e) (ii)	The ceiling on Consultants' liability shall be limited to [Usually this is limited to the value of the contract . Suggest you insert contract amount once known)
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's Country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of Rs.5.00 lacs in accordance with the Law applicable in Rajasthan;</p>

	<p>(b) Third Party liability insurance, with a minimum coverage of Rs. 5.00 Lacs</p> <p>(c) professional liability insurance, with a minimum coverage of [insert contract amount];</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services</p>
4.5	{The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.5.}
{5.1}	<p><b><i>I suggest deciding this during negotiations</i></b></p> <p><b><i>Note:</i></b> List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.</p>
{5.1(g)}	<p><b><i>As above</i></b></p> <p><b><i>Note:</i></b> List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SC 5.1(g).</p>
6.1(b)	<p>The ceiling in foreign currency or currencies is: [insert amount and currency for each currency]</p> <p>The ceiling in local currency is: [insert amount and currency]</p>
{6.2(a)}	<p><b><i>Note:</i></b> In order to adjust the remuneration and reimbursable expenses for foreign and/or local inflation, a price adjustment provision should be included here if the contract has duration of more than 18 months or if the foreign or local inflation is expected to exceed 5% per annum. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Client's Country, in which case more frequent adjustments should be</p>

*provided for – at the same intervals for remuneration in local currency. Intervals to make adjustments for reimbursable expenses in foreign currency and local currency should be decided as appropriate.*

*Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client's Country.*

*Reimbursable expenses in foreign currency should be adjusted by using the relevant index in the country of the respective foreign currency (which normally is the country of the Consultant) and reimbursable expenses in local currency by using the corresponding index for the Client's Country.*

*A sample provision on adjustment is provided below for guidance:*

{ 1. Adjustment of remuneration

Payments for remuneration made in accordance with Clause GC 6.2(a) in [foreign and/or] [local] currency 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 13<sup>th</sup> calendar month after the date of the Contract) by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \text{—}$$

where  $R_f$  is the adjusted remuneration,  $R_{fo}$  is the remuneration payable on the basis of the rates set forth in Appendix F 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.

- (b) Remuneration paid in local currency pursuant to the rates set forth in Appendix E shall be adjusted every 6 months (and, for the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract) by applying

	<p>the following formula:</p> $R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \text{—}$ <p>where <math>R_l</math> is the adjusted remuneration, <math>R_{lo}</math> is the remuneration payable on the basis of the rates set forth in Appendix E for remuneration payable in local currency, <math>I_l</math> is the relevant index for salaries in the Client's Country for the first month for which the adjustment is to have effect and, <math>I_{lo}</math> is the official index for salaries in the Client's Country for the month of the date of the Contract.</p> <p><b>2. <u>Adjustment of reimbursable expenses</u></b>  Payments for reimbursable expenses made in accordance with Clause GC 6.2(a) in [foreign and/or] [local] currency shall be adjusted as follows:</p> <p>Reimbursable expenses pursuant to the rates set forth in Appendices D and E shall be adjusted every 6 months and, for the first time, with effect for the reimbursable expenses in the 13<sup>th</sup> calendar month after the date of the Contract) by applying the following formula for each of the currencies of payment under the Contract:</p> $P = P_o \times \frac{I}{I_o} \quad \text{—}$ <p>where <math>P</math> is the adjusted reimbursable expenses, <math>P_o</math> is the reimbursable expenses payable on the basis of the rates set forth in Appendices D and E for reimbursable expenses, <math>I</math> is the relevant official index in the country of the currency for the first month for which the adjustment is to have effect and, <math>I_o</math> is the relevant official index in the country of the currency for the month of the date of the Contract.</p> <p>The Index <math>I</math> 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.]}</p>
<p><b>6.2(b)</b></p>	<p><b>Note:</b> Select the first Clause here below if Local Personnel are paid in local currency only; select the second Clause here below if the Local Personnel are paid in both foreign and local currencies.</p> <p>The rates for International Personnel are set forth in Appendix D,</p>

	<p>and the rates for Local Personnel are set forth in Appendix E.</p> <p>The rates for International Personnel and for the Local Personnel to be paid in foreign currency are set forth in Appendix D, and the rates for Local Personnel to be paid in local currency are set forth in Appendix E.</p>
<b>6.2(c)</b>	The Reimbursable expenses to be paid in foreign currency are set forth in Appendix D, and the Reimbursable expenses to be paid in local currency are set forth in Appendix E.
<b>6.3</b>	<p>The foreign currency [currencies] shall be the following:</p> <p>(i) Yen (ii) USD</p> <p><i>Note: Add other foreign currencies, if required.</i></p>
<b>6.4(a)</b>	<p><i>Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below.</i></p> <p>The following provisions shall apply to the advance payment and the advance payment security:</p> <p>(1) An advance payment of 10 % of the contract amount of foreign currency component and 10% of the contract amount of local currency component shall be made within 60 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the 2<sup>nd</sup> month of the Services commencing in the 13<sup>th</sup> month until the advance payment has been fully set off.</p> <p>(2) The advance payment security shall be in the amount and in the currency of the local currency portion of the advance payment.</p>
<b>{6.4(b)}</b>	<p>The Consultant shall submit to the Client itemized statements at time intervals of 60 days.</p> <p><i>Note: Delete this Clause SC 6.4(b) if the Consultant shall have to submit its itemized statements monthly.</i></p>
<b>6.4(c)</b>	The interest rate is: 5 %
<b>6.4(e)</b>	The accounts are:

	<p>for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
<b>8.2</b>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:-</p> <ol style="list-style-type: none"><li>1. In case of dispute arising upon or in relation to or in connection with the contract between the client and the consultant, which has not been settled amicably, any party can refer the dispute for arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 arbitrators, one each to be appointed by the client and the consultants, the third arbitrator shall be chosen by the 2 arbitrators so appointed by the parties and shall Act as Presiding Arbitrator. In case of failure of the 2 arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of the appointment of the arbitrators, the presiding arbitrator will be appointed by the Director General Forests, Ministry of Environment &amp; Forests, Govt. of India. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</li><li>2. Arbitration proceeding shall be held at a place mutually agreed between members of Arbitral Tribunal in India and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English.</li></ol> <p>The decision of maturity of arbitrators shall be final and binding upon both parties. The expenses of arbitrators as determined by the arbitrators shall be shared equally by the client and the consultant. However the expense incurred by the each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the awards.</p>





## IV. 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 technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

### Appendix B – Reporting Requirements

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

### Appendix C – Personnel Schedule

State of Rajasthan declared working hours and gazette holidays shall be applicable.  
An individual expert and supporting staff shall be eligible for 10 days leave other than  
gazette holidays.

### Appendix D – Cost Estimates in Foreign Currency

**Note:** *List hereunder cost estimates in foreign currency:*

1.
  - (a) *Monthly rates for International Personnel*
  - (b) *Monthly rates for Local Personnel.*  
*[This should be added if Local Personnel is also being paid in foreign currency]*
2. *Reimbursable expenses [items that are not applicable should be deleted; others may be added]:*
  - (a) *Per diem allowances for each of the International or Local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the Client’s country.*
  - (b) *Air transport for Foreign Personnel:*
    - (i) *the cost of international transportation of the International Personnel by the most appropriate means of transport and the most direct practicable route to and from the Consultants’ home office; in the case of air travel, this shall be by less than first class;*
    - (ii) *for any foreign Personnel spending twenty-four (24) consecutive months or more in the Client’s country, one extra round trip will be reimbursed*

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

- (c) *Air transport for dependents: the cost of transportation to and from the Client's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty in the Client's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Client's country shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of the International Personnel will be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month assignment will be reimbursed.*
- (d) *Miscellaneous travel expenses*
  - (i) *for the air travel of each of the International Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight;*
  - (ii) *the fixed unit price per round trip for miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc.*
- (e) *International communications: the cost of communications (other than those arising in the Client's country) reasonably required by the Consultant for the purposes of the Services.*
- (f) *The cost of printing, reproducing and shipping of the documents, reports, drawings, etc.*
- (g) *The cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services, to be imported by the Consultants and to be paid for by the Client (including transportation to the Client's country).*
- (h) *The cost of transport of personal effects.*
- (i) *The rate for the programming and use of, and communication between, the computers for the purpose of the Services.*
- (j) *The cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client.*
- (k) *The foreign currency cost of any subcontract required for the Services and approved in writing by the Client.*
- (l) *The cost of training of the Client's staff outside the Client's country, if training is a major component of the assignment, specified as such in the TOR.*

- (m) *The cost of such further items not covered in the foregoing but which may be required by the Consultants for the purpose of the Services, subject to the prior authorization in writing by the Client.*

## **Appendix E – Cost Estimates in Local Currency**

**Note:** *List hereunder cost estimates in local currency:*

1. *Monthly rates for Local Personnel*
2. *Reimbursable expenses [items that are not applicable should be deleted; others may be added]:*
  - (a) *Per diem rates for subsistence allowance for Foreign short-term Personnel:*
    - (i) *per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SC 6.1(b)] per day, plus estimated totals, for each of the short-term Foreign Personnel (i.e., with less than twelve (12) months consecutive stay in the Client's country) for the first ninety (90) days during which such Personnel shall be in the Client's country;*
    - (ii) *per diem allowance in local currency equivalent to [name agreed foreign currency specified in Clause SC 6.1(b)] per day, plus estimated totals, for each of the short-term Foreign Personnel for each day in excess of ninety (90) days during which such Personnel shall be in the Client's country.*
  - (b) *Per diem allowance for each of the long-term Foreign Personnel (twelve (12) months or longer consecutive stay in the Client's country, plus estimated totals.*
  - (c) *The cost of local transportation.*
  - (d) *The cost of the following locally procured items: office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Client's country, all if and to the extent required for the purpose of the Services.*
  - (e) *The cost of equipment, materials and supplies to be procured locally in the Client's country.*
  - (f) *The local currency cost of any subcontract required for the Services and approved in writing by the Client.*
  - (g) *The cost of training of Client's staff in the Client's country, if training is a major component of the assignment, specified as such in the TOR.*
  - (h) *The cost of such further items not covered in the foregoing but which may be required by the Consultant for the purpose of the Services, as agreed in writing by the Client.*

## **Appendix F – Summary of Cost Estimates**

## **Appendix G – Services, Facilities and Equipment to be Provided by the Client**

Seating and other office facilities

## **Appendix H – Form of Advance Payment Security**

***Note:** See Clause GC 6.4(a) and Clause SC 6.4(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 FIN-6 in Section 4 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] (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])<sup>1</sup> 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 latest, upon our receipt of the certified payment certificate issued by you indicating that the

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<sup>1</sup> 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.

Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_\_ day of [month] [year]<sup>2</sup> 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.

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*[signature(s)]*

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

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

## **Section 7. List of Eligible Source Countries of Japanese ODA Loans**

All countries

# **ANNEXURE A**

## **TERMS OF REFERENCE**



# **Terms of Reference for Consultant Organisations to provide various Technical, Managerial and Administrative Services and Support to the Project Management Unit (PMU) of Rajasthan Forestry and Biodiversity (Phase II)**

## **A. BACKGROUND**

Government of Rajasthan has received a loan from the Japanese International Cooperation Agency (JICA) through Government of India for implementation of Rajasthan Forestry and Biodiversity Project Phase 2 (hereinafter referred to as “RFBP-2”) across 15 districts of Rajasthan and in and around 7 Wild Life sanctuaries. The 8 year Project with an outlay of Rs 1152.53 Crores involves taking up activities in the field of Afforestation, Soil and Water Conservation, Biodiversity Conservation, Poverty Alleviation and Livelihood Improvement in selected villages of the project area through active peoples’ participation under the Joint Forest Management (JFM) approach. The project envisages active involvement of NGOs/VOs in the field of community mobilization and development and expert individuals, agencies and institutions in technical and specialized fields. The Project has already started in financial year 2011-12.

The Project is being implemented by Rajasthan Vaniki Evam Jaiv Vividhata Sanrakshan Society registered under Rajasthan Societies Registration Act 1958. The Society forms the State level Project Management Unit (hereinafter referred to as “PMU”) of the Project. The Project Director, RFBP-2 is the ex-officio Chief Executive Officer of the Society and is responsible for the implementation of the Project. He is also the head of the Project Management Unit whose office is located in Aravalli Bhavan, Jhalana Institutional Area, Jaipur.

At the lower levels, the Project is being implemented by peoples’ body namely Village Forest Protection and Management Committee (hereinafter called “VFPMC”) or Eco-Development Committee (hereinafter called “EDC”), as the case may be through the existing territorial forest division which is called as the Divisional Management Unit (DMU) of the Project and the concerned Range Office, which is called as the Field Management Unit (FMU) of the project. A VFPMC/EDC is formed as per the extant resolutions/regulations issued by Government of Rajasthan (GoR). Livelihood Promotion activities are envisaged to be undertaken through formation of Self Help Groups (SHGs) from within the members of VFPMCs/EDCs.

## **B. PROJECT MANAGEMENT UNIT (PMU)**

Project Management Unit (PMU) of RFBP 2 was created by Government of Rajasthan vide its order No F12 (2)Forest/2011, Jaipur, dated 11 April 2011 for carrying out day to day operations of the society as well as the Project . PMU is the state level body responsible for the implementation of the Project. It is headed by a Project Director,

an officer in the rank of Additional Principal Chief Conservator of Forests, assisted by two Additional Project Directors in the rank of Chief Conservators of forests dealing with aspects of Development and Administration respectively. Additional Project Director (Development) is supported by a Deputy Project Director in the rank of Deputy Conservator of Forests in IFS cadre whereas the Additional Project Director (Administration) is supported by a Joint Project Director of the rank of Conservator of Forests and one Deputy Project Director of the ranks of Deputy Conservator of Forests in RFS cadre. PMU also has a post of Deputy Project Director (Finance) of the rank of Senior Accounts Officer from the Rajasthan Accounts Services to take care of the financial matters.

#### **C. PMU OFFICE AND ITS WORKING**

PMU office is located in Aravalli Bhavan, Jhalana Institutional Area, Jaipur . For official purposes it is be called as “Office of the Project Director, Rajasthan Forestry and Biodiversity Project - 2”. The office work of the PMU is divided in to the following two Responsibility Sectors (RS) each headed by an Additional Project Director:

- 1. RS PLANNING AND DEVELOPMENT** – headed by Additional Project Director (Development)
- 2. RS ADMINISTRATION AND FINANCE** – headed by Additional Project Director (Administration)

The concerned Additional Project Directors control, monitor and supervise the functions and works of their RS as allocated by the Project Director and are responsible for the performance of their respective RS.

#### **D. RS PLANNING AND DEVELOPMENT**

The work of this RS is to prepare various project implementation manuals, review and advice from technical view point on the proposed annual work plan submitted by DMUs, review and consolidate annual work plan submitted by DMIJs, review and consolidate annual budget requirement proposed by DMUs, review and consolidate annual action plan submitted by DMUs, feedback on approved annual work plan, annual budget plan and annual action plan to DMUs, prepare Monitoring and Evaluation guidelines and disseminate the guideline to DMUs and FMUs scrutinize and assess the financial and technical feasibility of IGAs proposed by SHGs through DMUs, collect and disseminate information of resource based IGAs to DMUs and FMUs, all technical works related to core activities of the project, etc.

This RS is headed by Additional Project Director (Development), an officer in the rank of Chief Conservator of Forests. There is one Deputy Project Director in the rank of Deputy Conservator of Forests from the IFS cadre to assist him in performing his functions. Deputy Project Director (Afforestation) is an officer in the rank of Deputy Conservator of Forest from the IFS cadre.

#### **E. RS ADMINISTRATION AND FINANCE**

This RS cater to needs of the PMU in respect of selection, deployment, deputation, transfer, engagement through service provider, recruitment of personnel , employment of consultants , finances and accounts of the Project and Society and such other functions in addition to attending to the commercial functions. The activities under this responsibility center is to establish standard recruitment processes, develop rules relating to service conduct and discipline for staff and employees, maintain records of assets of the Society, handle all legal matters of the society, define job responsibilities, rewards and punishment, maintain confidential dossiers of the staff and employees, develop annual performance appraisal methods, monitoring of funds flow, scrutiny of financial reports and returns, preparing project appraisal reports of purchase, progress and schemes, establishing procedures and guidelines for finance, reviewing utilization certificates from fields, examining commercial aspects of collaboration agreement with various agencies, preparation of budgets, accounts and attending to audit, prepare long term financial plans and out sourcing of funds, consolidate progress reports (physical and financial) submitted by DMUs, establish GIS, develop data base for project planning and project monitoring and develop thematic maps required for project planning and monitoring, etc.

The RS is headed by Additional Project Director (Administration) in the rank of Chief Conservator of Forests. There is one Joint Project Director (Administration and HRD) in the rank of Conservator of Forests, one Deputy Project Director (Administration) in the rank of Deputy Conservator of Forests from the SFS cadre and one Deputy Project Director (Finance) in the rank of Senior Accounts Officer (Sr.A.O) from the Rajasthan Accounts Service (R.Ac.S) to assist APD (Admin) in his functions.

Deputy Project Director (Administration) is an officer in the rank of Deputy Conservator of Forest, and is responsible for all administrative matters of the Project and Society. He is also the Drawing and Disbursing Officer of the PMU and perform functions as such.

Deputy Project Director (Finance) is responsible for all financial matter of the Project and Society, including review and update of annual disbursement schedule of the Project, consolidate annual budget requirement for implementation of RFBP 2, consolidate annual action plan, consolidate Statement of Expenditures (SoEs) and prepare necessary documents for requesting reimbursement of expenditures, release of funds to the DMUs, ensure regular audits of the accounts and all such financial matters of the PMU, the society and the Project. He is responsible for maintenance of accounts of the PMU including maintenance of relevant registers and ledgers. He is responsible for compilation of Statement of Expenditures of the DMUs and PMU, submission of reimbursement claims , timely collection and deposit of statutory taxes

in the prescribed time, furnishing tax returns within the prescribed time limit, to ensure the expenditure within cost norm/budget provision, all audit related matters etc.

#### **F. WORK OF PMU OFFICE**

The work undertaken by the PMU office can be categorised into the following disciplines:

<b>S.No</b>	<b>DISCIPLINE</b>	<b>Brief Description of the Scope of Work</b>
1	Afforestation and Biodiversity Conservation	deal with all technical matters relating to project activities under the Afforestation, Bio diversity Conservation and Water Conservation Packages.
2	Livelihood Promotion	deal with all matters relating to project activities that are proposed under the Packages of Agro-forestry and Poverty Alleviation and Livelihood Improvement.
3	Joint Forest Management Consolidation	relates to all matters dealing with mobilisation and consolidation of Community participation in the Project activities and Capacity Development and training of all stakeholders associated with the Project.
4	Monitoring and Evaluation	deals with all matters relating to documenting, reviewing, monitoring and evaluation of various project activities and their progress
5	Geo-informatics and IT enabled Services	involves setting up and running of Geoinformatics centres under the project which shall inter alia include, acquisition, storage, processing production presentation and dissemination of geo-information relating to the project area and project activities.
6	Capacity Building, Training and Research	Involves all works related to capacity building of all the participating stakeholders of the project including the villagers, public representatives, NGOs, officials of other line departments, forest officials, project officials etc., and taking up of research activities under the project.
7	Extension, Publicity and	deals with all matters relating to dissemination and wider publicity of project objectives, activities,

	Documentation	information, progress; as well as documentation of project successes, learning's, best practices etc
8	Project Administration	relates to all matters dealing with the functioning and administration of the PMU.

The PMU intends to apply part of the proceeds of this loan to payments under the contract to competent and eligible Consultants for providing various technical, managerial and administrative services and support to the PMU for carrying out the work expected under various disciplines as described above on a contractual basis for the entire duration of the Project.

#### **G. STAFF AND OTHER REQUIREMENTS**

The staff requirement for the desired services shall, inter alia, include at least one subject matter specialist for each of the above disciplines along with necessary supporting technical and managerial staff. The designation of the post of the subject matter specialist along with its required number and that of the required supporting staff is given in the **Annexure A**.

The essential and desirable qualifications for each of the required position are detailed out in **Annexure B**.

Required office space and necessary equipments, stationery, material and other support facilities for performance of the services shall be provided by the PMU.

#### **H. LOCATION**

All the personnel provided by the Resource Organisation to render the required services under the contract shall be based in the PMU office at Jaipur for the complete duration of the contract.

#### **I. HIERARCHICAL POSITION OF EACH PERSONNEL IN PMU**

The hierarchical position of each personnel with respect to officials of the PMU is specified in the organisation chart given in **Annexure C**.

#### **J. DETAILED SCOPE OF WORK FOR VARIOUS POSITIONS**

The scope of work for various positions are as follows:

##### **1. SR. PROJECT MANAGER (BIODIVERSITY CONSERVATION AND AFFORESTATION)**

- a. To guide, facilitate and supervise implementation of all activities specified under the following Packages of the Project:
  - Package 1- Afforestation
  - Package 3- Water Conservation Structures
  - Package 4 - Biodiversity Conservation

- b. To assist the PMU in all matter related to the above Packages by way of providing suitable advice and consultancy, processing related papers and files and carry out necessary documentation

## **2. SR. PROJECT MANAGER (JOINT FOREST MANAGEMENT)**

- a. To guide, facilitate and supervise implementation of all activities specified under the following Package of the Project except those related to Publicity and Documentation

- Package 7 - Community Mobilisation

- b. To assist the PMU in all matter related to the above Packages by way of providing suitable advice and consultancy, processing related papers and files and carry out necessary documentation

## **3. SR. PROJECT MANAGER (BUSINESS PLANNING & MARKETING)**

- a. To guide, facilitate and supervise implementation of all activities specified under the following Packages of the Project :

- Package 2 – Agro forestry

- Package 5 – Poverty Alleviation and Livelihood Improvement

- b. To assist the PMU in all matter related to the above Packages by way of providing suitable advice and consultancy, processing related papers and files and do necessary documentation

## **4. SR. PROJECT MANAGER (CAPACITY BUILDING, TRAINING AND RESEARCH )**

- a. To guide, facilitate and supervise implementation of all activities specified under the following Package of the project except that related to training in GIS

- Package 6 - Capacity Building, Training and Research

- b. To assist the PMU in all matter related to the above Packages by way of providing suitable advice and consultancy, processing related papers and files and do necessary documentation

## **5. SR. PROJECT MANAGER (MONITORING & EVALUATION)**

- a. To guide, facilitate and supervise implementation of the following activities specified under the following Package of the Project :

- Package 9 – Monitoring and Evaluation - only Items covered under Point B and C of the Package

- b. To support the PMU in Evaluating & Monitoring of various works under the Project and help in preparation of Evaluation Reports, etc. Preparation of M&E Guidelines, Management of Baseline database, Updating & consolidation of monthly work progress, Management of periodic impact evaluation etc
- c. To assist the PMU in all matter related to the above Packages by way of providing suitable advice and consultancy, processing related papers and files and do necessary documentation

He would need to actively collaborate with Sr Project manager (ITES) in the performance of his work.

#### **6. SR. PROJECT MANAGER (IT ENABLED SERVICES)**

- a. To guide, facilitate and supervise implementation of the following activities specified under the following Package of the Project:
  - Package 9 – Monitoring and Evaluation - only Items covered under Point A of the Package
  - Package 6 – Item related to training in GIS
- b. To support PMU in establishment, Management, Supervision and productive optimum and efficient use of the GIS Centres and also procurement of IT related equipment. Development of WEBSITE , softwares, programs, portals etc for various project activities; development and management of MIS for the Project etc.
- c. To assist the PMU in all matter related to the above Packages by way of providing suitable advice and consultancy, processing related papers and files and do necessary documentation

The Sr. Project Manager (IT Enabled Services) would be supported by 2 GIS Analyst and 2 MIS analyst in the conduct of his work.

#### **7. GIS ANALYST**

- a. To assist the Sr. Project Manager (ITES) in maintenance of GIS centre, edit and update the GIS Data Base developed for the project and also work as Administrator for the GIS Data Base.
- b. To create queries and thematic maps as per the requirement of the project, coordinate with the field officers and stake holders for expanding the GIS Data Base and also support the development of GIS Cell in project.

## **8. MIS ANALYST**

- a. To assist the Sr. Project Manager (ITES) in maintenance & administration of the MIS developed under the Project, coordinate and monitor the Data Entry MIS.
- b. To coordinate with the MIS application developers for its development and maintenance.

## **9. PROJECT MANAGER (PUBLIC RELATIONS)**

- a. To guide, facilitate and supervise implementation of following activities specified under the Project :
  - Package 7 - Community Mobilisation - only those related to Publicity and Documentation
- b. All activities related to Publicity, prints and electronic media, documentation of project achievements, successes, best practices, researches etc.
- c. To assist the PMU in all matter related to the above Packages by way of providing suitable advice and consultancy, processing related papers and files and do necessary documentation

## **10. PROJECT MANAGER (ADMINISTRATION)**

- a. To perform all task related to the general administration and management of the office of PMU.
- b. To assist the PMU in matters of procurement of stores, record keeping, inventory, general management and maintenance of estate,
- c. To assist in establishment related matters of the PMU.
- d. To assist the PMU in all matter related to the above Packages by way of providing suitable advice and consultancy, processing related papers and files and do necessary documentation

## **11. PROJECT EXECUTIVES**

- a. To support and assist the concerned official with whom they are attached in matters relating to the office documentation, correspondence, communication as well as compilation and processing of information and data, etc.



**12. OFFICE EXECUTIVES**

- a. To support and assist the concerned official with whom they are attached in matters relating to the office documentation, correspondence, correspondence, communication as well as compilation and processing of information and data, etc.

**13. OFFICE BOYS**

- a. To perform housekeeping services and small tasks as assigned by the officials of PMU.

**K. NATURE AND LIMITS OF CONSULTANTS RESPONSIBILITIES**

The Consultant's staff will carry out their duties under control, guidance and supervision of the PMU Officials.

**L. ESTIMATED PERIOD OF CONTRACT**

The desired services are to be provided for the entire duration of the project i.e. till March 2019.

**M. GUIDELINES GOVERNING THE SELECTION OF CONSULTANT**

A consultant will be selected in accordance with the procedures set out in the JICA Guidelines for Procurement under Japanese ODA Loans dated March 2009 and the Guidelines for Employment of Consultants under Japanese ODA Loans dated March 2009.

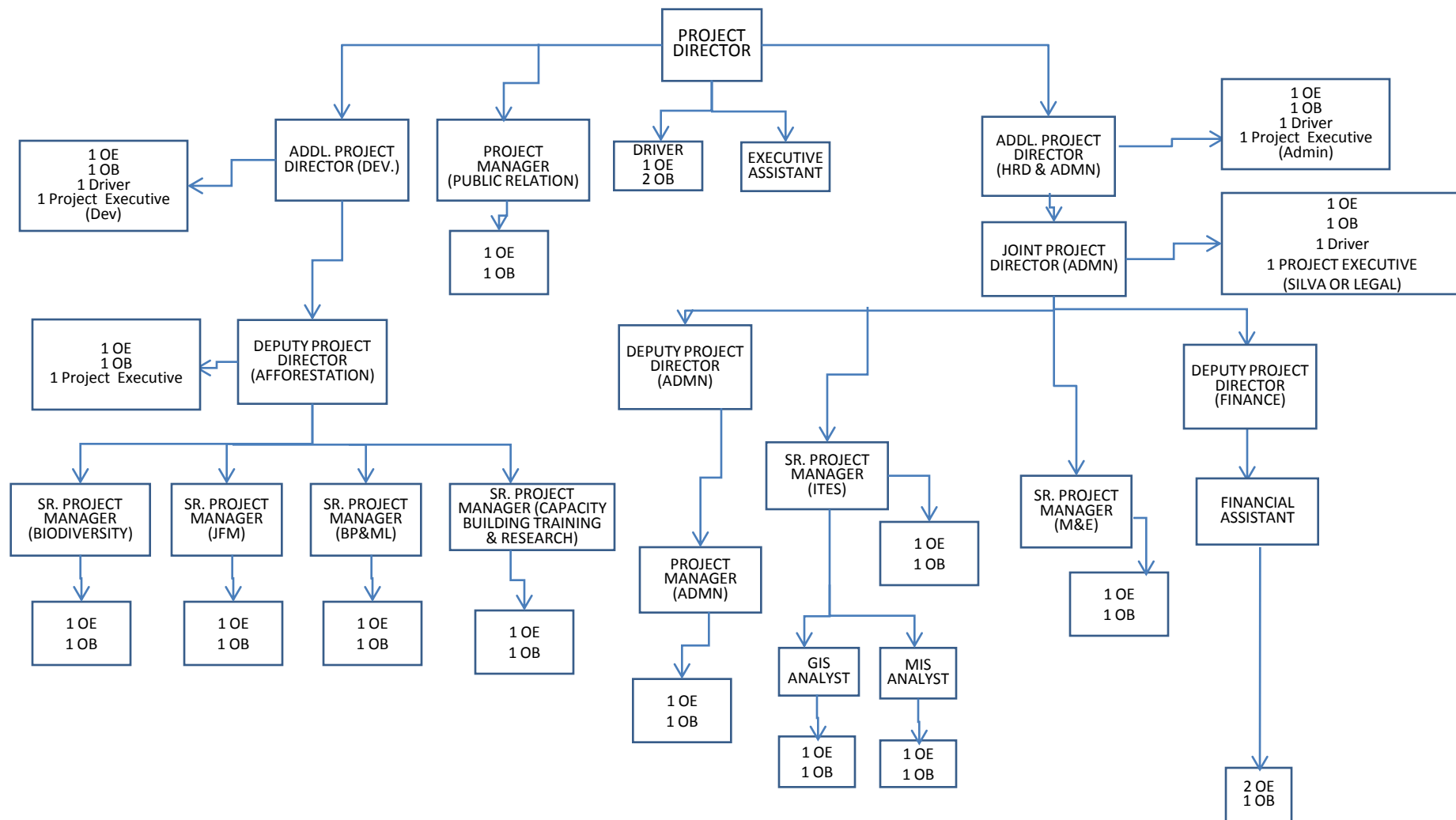
## **REQUIREMENT OF PERSONNEL FOR SERVICES TO PMU**

S.no	Discipline	Name of the post	Number required	Number of Supporting personnel required		
				Project Executives	Office Executives	Office boys
1	Afforestation and Biodiversity Conservation	Senior Project Manager (Biodiversity Conservation and Afforestation)	1	0	1	1
2	Livelihood Promotion	Senior Project Manager (Business Planning & Marketing)	1	0	1	1
3	Joint Forest Management Consolidation	Senior Project Manager (Joint Forest Management )	1	0	1	1
4	Monitoring and Evaluation	Senior Project Manager (Monitoring & Evaluation)	1	0	1	1
5	Geo-informatics and IT enabled Services	Senior Project Manager (IT Enabled Services)	1	0	1	1
		GIS Analyst	2	0	1	1
		MIS Analyst	2	0	1	1
6	Capacity Building, Training and Research	Senior Project Manager (Capacity Building, Training and Research)	1	0	1	1
7	Extension, Publicity and Documentation	Project Manager ( Public Relations)	1	0	1	1
8	Project Administration	Project Manager(Administration)	1	4	8	8
		<b>TOTAL</b>	<b>12</b>	<b>4</b>	<b>17</b>	<b>17</b>

## **Required Qualification for various positions in PMU**

S. No.	Name of Post	Required Qualification	
		Essential	Desirable
1.	Sr. Project Manager (Bio-diversity Conservation & Afforestation)	1 <sup>st</sup> Class MSc. in Forestry / Zoology/ Botany/ Agriculture / Bio-technology	Experience in the field of Forest & Wildlife Management / Soil & Moisture Conservation
2.	Sr. Project Manager (Joint Forest Management)	1 <sup>st</sup> Class Post Graduate in Economics / Sociology/	Experience in the field of Livelihood Improvement & Socio-Economic Aspect of Rural Population
3.	Sr. Project Manager (Business Planning & Marketing)	1 <sup>st</sup> Class Post Graduate in Business Administration with specialization in Marketing & E-commerce with minimum 5 year experience in Rural Business Planning.	Knowledge in the field of Forestry will be preferred.
4.	Sr. Project Manager (Capacity Building, Training and Research )	1 <sup>st</sup> Class Post Graduate in Mass-Communication / Business Administration with specialization in extension & communication	Experience in the field of Public Relation / Media.
5.	Sr. Project Manager (IT Enabled Services )	1 <sup>st</sup> Class M.Tech in Information Technology / Computer Science.	Minimum 5 Years Experience in GIS & MIS application. Experience of Project Management in EAP preferred.
6.	Sr. Project Manager (Monitoring & Evaluation)	1 <sup>st</sup> Class MSc. in Forestry / Zoology / Botany / Agriculture / Bio-technology / Statistics / Mathematics	Experience in the field of Monitoring & Evaluation of Forestry Plantations under taken in various Project / Consultancies preferably EAP
7.	Project Manager (Public Relations)	1 <sup>st</sup> Class Post Graduate in Business Administration / Mass-communication	Excellent Communication & Co-ordination skills, willingness to Travel.
8.	Project Manager (Administration)	Ist Class Post Graduate in Social Welfare / Personnel Management from any recognised university.	Experience in General Administration and Supervision & Procurement. Knowledge in the field of forestry preferred.
9.	Project Executives	Ist Class Post Graduate in Business Administration	Knowledge in the field of Forest & Wildlife Management with proficiency in MS OFFICE and Excellent Communication Skill.

10	GIS Analyst	Post Graduate in Information Technology / Computer Science or Graduate in Remote Sensing / GIS	Experience in GIS application and or Remote Sensing / Data conversion thematic mapping.
11	MIS Analyst	Graduate in IT / Computer Science with at least 55% marks.	Experience of working in IT field in a Reputed Organization / Data Base Development & Management
12	Office Executive	Graduates with Excellent communication skill (English) with expertise in MS-OFFICE. Preference will be given to experienced candidate.	
13	Office Boys	VIII Class Pass with experience of working in reputed office Private / Govt.	



**ORGANISATIONAL CHART – Rajasthan Forestry & Bio-diversity Project – 2,**