

**CENTRAL WATER COMMISSION  
MINISTRY OF WATER RESOURCES, RIVER  
DEVELOPMENT & GANGA REJUVENATION**

**GOVERNMENT OF INDIA**

**REQUEST FOR PROPOSALS**

**FOR**

**Selection of Consultants  
FOR PROVIDING CONSULTANCY SERVICES**

**FOR**

**Integrated Water Resources management studies in respect of  
Package-II (Mahanadi)**

**UNDER NATIONAL HYDROLOGY PROJECT  
(Under QCBS System)**

**Including Sample Contract**

## **SELECTION OF CONSULTANTS**

### **REQUEST FOR PROPOSALS**

**RFP No.: NHP/RDC-1/2017/04/2583**

**TCIL Tender Search Code (TSC): CWC-2017-TN000264**

**Selection of Consulting Services for Integrated Water Resources  
management studies in respect of Package-II  
(Mahanadi)**

**Client: CENTRAL WATER COMMISSION  
MINISTRY OF WATER RESOURCES  
GOVERNMENT OF INDIA**

**Country: India**

**Project: National Hydrology Project**

**Issued on: October 27, 2017**

## **Preface**

This electronic Request for Proposals (“RFP”) has been prepared by Central Water Commission, Ministry of Water Resources, River Development and Ganga Rejuvenation and is based on the Standard Request for Proposals (“SRFP”) issued by the World Bank<sup>1</sup> (“the Bank”), dated October, 2011 and modified for the use in electronic procurement.

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<sup>1</sup> References in this SRFP to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and International Development Association (IDA).

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**PART I- SELECTION PROCEDURES AND REQUIREMENTS****Section 1. Letter of Invitation****RFP No. NHP/RDC-1/2017/04/2583**..... **Loan/Credit/Grant No- 8725IN**

New Delhi, [insert date]

[insert: Name and Address of Consultant .In case of a Joint Venture (JV), a full name of the JV and the names of each member as in the submitted Expression of Interest shall be used ]

Dear Mr./Ms.:

1. Government of India has received financing from the International Bank for Reconstruction and Development (IBRD) toward the cost of National Hydrology Project (NHP), and intends to apply a portion of this loan to eligible payments under this Contract for which this Request for Proposal is issued. The Client intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Borrower or Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower/Client shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. Central Water Commission, Ministry of Water Resources, River Development and Ganga Rejuvenation (MoWR, RD & GR) now invite Request for Proposals (RFP) to provide the following Consulting Services: “Integrated Water Resources management studies in respect of Mahanadi Basin (Package-II)” under NHP of MoWR, RD & GR, GoI. The objective of the consultancy is to equip MoWR, RD&GR,CWC, CGWB and States with rational water-related assessment and planning at basin level, through the development and application of appropriate knowledge bases, analytical tools, structured stakeholder consultation processes and institutional capacity building. The assessment and planning would cover Mahanadi Basin. More details on the Services are provided in the Terms of Reference (Section 7).
3. The Client now invites proposals to provide the consulting services (hereinafter called “Services”): Consultancy Services For Integrated Water Resources management studies in respect of Mahanadi Basin(Package-II) to the shortlisted Consultants listed below:

S.N.	Name of Firm/ Lead Firm	Joint Venture (JV)/ Association (Assc.)/ Sub-Consultant (SC)
1	DHI, Denmark	1. IIT Roorkee-SC
2	DELTARES, Netherlands	1. C. C. Patel & Associates Pvt. Ltd., Ahmedabad-SC
3	Commonwealth Scientific and Industrial Research Organisation, Australia	1. eWater Solutions, Australia (Assc.) 2. CEEW, India (Assc.) 3. C2S2 Pvt Ltd., India (Assc.)
4	CH2M HILL (International) Pvt. Ltd, Colorado, USA	1. JPS Associates Pvt Ltd., New Delhi (Assc.) 2. C2S2 Pvt. Ltd., New Delhi (Assc.)
5	SGI STUDIO GALLI	1. IIT Bombay-JV

	INGEGNERIA, Rome, Italy	2. NEERI, Nagpur, JV 3. ESTPL, Nagpur-SC 4. SGI Studio Galli Ingegneria India Pvt. Ltd., India, Pune-SC
6	M/s Agualogus Engenharia e Ambiente, Portugal	1. Inclam S.A., Spain 2. IIT Madras 3. Technomech Oil and Energy Pvt Ltd, Chennai

4. It is not permissible to transfer this invitation to any other firm.
5. A firm/ Joint Venture will be selected under Quality-and Cost-Based Selection (QCBS) and as per procedures described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: [www.worldbank.org/procure](http://www.worldbank.org/procure). The Proposal should be in FTP (Full Technical Proposal) format.
6. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal FTP- Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 -Eligible Countries
  - Section 6 - Bank's Policy – Corrupt and Fraudulent Practices
  - Section 7 - Terms of Reference
  - Section 8 - Standard Forms of Contract Time-Based
7. The RFP is available online at on the NHP's, TCIL's and CWC's website <http://www.indiawrm.org>, <https://www.tcil-india-electronictender.com>, <https://www.eprocure.gov.in> and [www.cwc.nic.in](http://www.cwc.nic.in) for the short-listed consultants only. The short-listed consultants are required to register on TCIL's website <https://www.tcil-india-electronictender.com> at no cost and prior to the submission of proposals. Consultant is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities in order to submit a proposal on line at the web address indicated above. The list of the authorized Certifying Authorities can be found on <http://www.cca.gov.in/cca/>
8. Please inform us by E-mail: [rdcdte-cwc@nic.in](mailto:rdcdte-cwc@nic.in)
  - (a) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
9. Details on the proposal's submission date and time provided under section 2, ITC, Data Sheet 17.4).

Yours sincerely,

*Director, River Data Compilation-I Directorate,  
Central Water Commission,  
2<sup>nd</sup> Floor, Wing-4, West Block-1, R.K.Puram,  
New Delhi-110066*

## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the loan agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-



consultant or Joint Venture member(s).

- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the e-RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the e-RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the electronic selection of Consultants, based on the SRFP.
- (t) “SRFP” means the trial version of Standard Request for Proposals for the use in electronic procurement issued by the Bank, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while

remaining responsible to the Client during the performance of the Contract.

- (w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **2. Introduction**

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

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

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

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.

## **3. Conflict of Interest**

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

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

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

### **a. Conflicting activities**

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works,

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

**b. Conflicting assignments**

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

**c. Conflicting relationships**

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

**4. Unfair Competitive Advantage**

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

**5. Corrupt and Fraudulent Practices**

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

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award),

and to have them audited by auditors appointed by the Bank.

## **6. Eligibility**

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

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

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

### **a. Sanctions**

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

### **b. Prohibitions**

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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

### **c. Restrictions for Government-owned Enterprises**

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive

**d. Restrictions for public employees**

any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

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

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

**B. Preparation of Proposals**

**7. General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not

	bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>9. Language</b>	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the Data Sheet.
<b>10. Documents Comprising the Proposal</b>	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
<b>11. Only One Proposal</b>	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.
<b>12. Proposal Validity</b>	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
<b>a. Extension of</b>	12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However,

<b>Validity Period</b>	<p>should the need arise, the Client may request, by notifying all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. Mode of notifications is specified in the Data Sheet.</p>
	<p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p>
	<p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p>b. <b>Substitution of Key Experts at Validity Extension</b></p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall be provided which shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p>
	<p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the Bank's prior no objection.</p>
<p>c. <b>Sub-Contracting</b></p>	<p>12.9 The Consultant shall not subcontract the whole of the Services.</p>
<p><b>13. Clarification and Amendment of RFP</b></p>	<p>13.1 The Consultant may request an online clarification of any part of the RFP during the period and in accordance with the procedure indicated in the Data Sheet before the Proposals' submission deadline. The Client will respond online by uploading the response on the portal (including an explanation of the query but without identifying its source) for information of all shortlisted Consultants. Should the Client deem it necessary to amend the e-RFP as a result of a clarification, it shall do so following the procedure described below:</p>
	<p>13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with procedure described in Data Sheet, the amendment shall be binding on all shortlisted Consultants.</p>
	<p>13.1.2 If the amendment is substantial, the Client may</p>

extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline, online, in accordance with the procedure described in the Data Sheet. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

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

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

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

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

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

#### **15. Technical Proposal Format and Content**

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

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

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data



Sheet and using the Standard Forms provided in Section 3 of the RFP.

## **16. Financial Proposal**

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

### **a. Price Adjustment**

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

### **b. Taxes**

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

### **c. Currency of Proposal**

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

### **d. Currency of Payment**

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

## **C. Submission, Opening and Evaluation**

## **17. Submission of Proposals**

17.1 The Consultant shall submit a digitally signed, encrypted and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done electronically through the website and in accordance with the procedures specified in the Data Sheet. Proposals submitted by any other means will be rejected.

17.2 An authorized representative of the Consultant shall digitally sign the submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal.

17.2.1 In the case of a Joint Venture, submission letters shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded

together with the Technical Proposal.

17.3 Consultants should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause ITC 13.2.

17.4 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the Data Sheet, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.

17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission.

## **18. Confidentiality**

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

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

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

## **19. Online Opening of Technical Proposals**

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals online immediately after the Proposals' submission deadline and following the procedure described in the Data Sheet. The folder with the Financial Proposal shall remain unopened, encrypted and shall be securely stored on the portal.

19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint

Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

## **20. Proposals Evaluation**

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.

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

## **21. Evaluation of Technical Proposals**

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

## **22. Financial Proposals for QBS**

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

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

## **23. Online Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score by sending a notification through the means indicated in the Data Sheet. The notification shall also include information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion. Financial Proposals of those Consultants whose Technical Proposals did not meet the minimum qualifying score

shall not be opened. In such case, a notification to that effect will be sent to the Consultant. The Client shall simultaneously notify those Consultants that have achieved the minimum overall technical score and inform them of the date, time and, if indicated in the Data Sheet, location for online opening of the Financial Proposals. The Consultant's attendance at the opening of the Financial Proposals (online, or in person, if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. If the Data Sheet provides an option of attending in person, the opening date should allow the Consultants sufficient time to make arrangements for attending the opening.

23.2 The Financial Proposals shall be opened online by the Client's evaluation committee as described in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud first and recorded online simultaneously. The Financial Proposals shall be then opened, the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the portal for the information of the Consultants who submitted Proposals and the Bank, unless the Data Sheet provides for other means of sending notifications and the results of the financial opening.

## **24. Correction of Errors**

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

### **a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the e-RFP, the e-procurement system automatically calculates the amount in words from the amount in figures and automatically calculates the total amount. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. The evaluation committee will also adjust the prices if they fail to reflect all inputs included for the respective

activities or items in the Technical Proposal.

**b. Lump-Sum Contracts**

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

**25. Taxes**

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

**26. Conversion to Single Currency**

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

**27. Combined Quality and Cost Evaluation**

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

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

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

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause14.1.4 of the Data Sheet shall be rejected.

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

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

## **D. Negotiations and Award**

- 28. Negotiations**
- 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- a. Availability of Key Experts**
- 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- b. Technical negotiations**
- 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
- c. Financial negotiations**
- 28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.
- 28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a

Lump-Sum contract shall not be negotiated.

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

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

## **29. Conclusion of Negotiations**

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

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

## **30. Award of Contract**

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

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

## Instructions to Consultants

### E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1 (c)</b>	Union of India
<b>2.1</b>	<p><b>Name of the Client:</b> Central Water Commission, Ministry of Water Resources, River Development and Ganga Rejuvenation, R K Puram, New Delhi – 110066, India</p> <p><b>Method of selection:</b> Quality and Cost Based Selection [QCBS] as per Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits &amp; Grants by World Bank Borrowers, dated January 2011 &amp; revised July 2014 available on <a href="http://www.worldbank.org/procure">www.worldbank.org/procure</a></p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is</b> Consultancy Services on Integrated Water Resources management studies in respect of Mahanadi Basin (Package-II).</p>
<b>2.3</b>	<p><b>A pre-proposal conference will be held:</b> Yes  Date of pre-proposal conference: <b>9<sup>th</sup> November, 2017</b>  Time: <b>12:00 Hrs</b>  Address: <b>5th Floor, Committee Room (Member RM), CWC, Sewa Bhawan, R.K.Puram, Sector-1, New Delhi-110066</b>  Telephone: +91-1126100285  E-mail: <a href="mailto:rdcdte-cwc@nic.in">rdcdte-cwc@nic.in</a>  Contact person/conference coordinator: Director (RDC-I), West Block 1, R K Puram, New Delhi – 110066, India,  Phone: 011-26100285, Fax: 011-26181267, Email: <a href="mailto:rdcdte-cwc@nic.in">rdcdte-cwc@nic.in</a></p>
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <ul style="list-style-type: none"> <li>(i) Information about implementing agencies</li> <li>(ii) Providing information about the broad set up/ working of implementing agencies as required for consultants' work</li> <li>(iii) Assistance and Exemptions as per clause 35 of GCC</li> <li>(iv) Office space in each basin state with energy (electricity) and water supply for project implementation.</li> </ul>



	(v) Office space at New Delhi with energy (electricity) and water supply for project implementation..																								
<b>3.1</b>	The firm or the JV who would be shortlisted for Technical and Management Assistance Consultancy (TAMC) under National Hydrology Project are also eligible for submitting their Expression of Interest for these studies, however it may be noted that in the event of their selection as TAMC consultants, they would not be eligible for the IWRM Consultancy and their EoIs/Proposal would be summarily rejected.																								
<b>4.1</b>	NA																								
<b>6.3.1</b>	A list of debarred firms and individuals is available at the Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>																								
<b>B. Preparation of Proposals</b>																									
<b>9.1</b>	This RFP has been issued in the English language. All Proposals shall be submitted in English. All correspondence exchange shall be in English language.																								
<b>10.1</b>	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP)</u></p> <table border="1"> <tr> <td>1.</td><td>Power of Attorney to sign the Proposal</td></tr> <tr> <td>TECH-1</td><td>Technical Proposal Submission Form</td></tr> <tr> <td>TECH-2</td><td>Consultant's Organization and Experience</td></tr> <tr> <td>TECH-3</td><td>Comments and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be Provided by Client</td></tr> <tr> <td>TECH-4</td><td>Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference</td></tr> <tr> <td>TECH-5 A</td><td>Work Schedule and Planning for Deliverables- For Macro package of CWC</td></tr> <tr> <td>TECH-5 B</td><td>Work Schedule and Planning for Deliverables- For Micro package of Odisha</td></tr> <tr> <td>TECH-5 C</td><td>Work Schedule and Planning for Deliverables- For Micro package of Chhattisgarh</td></tr> <tr> <td>TECH-5 D</td><td>Resource Estimation for Development of Dashboard as per Section-7 Terms and Reference Annexure-II</td></tr> <tr> <td>TECH-6 A</td><td>Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) - For Macro package of CWC</td></tr> <tr> <td>TECH-6 B</td><td>Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)- For Micro package of Odisha</td></tr> <tr> <td>TECH-6 C</td><td>Team Composition, Key Experts Inputs, and attached</td></tr> </table>	1.	Power of Attorney to sign the Proposal	TECH-1	Technical Proposal Submission Form	TECH-2	Consultant's Organization and Experience	TECH-3	Comments and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be Provided by Client	TECH-4	Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference	TECH-5 A	Work Schedule and Planning for Deliverables- For Macro package of CWC	TECH-5 B	Work Schedule and Planning for Deliverables- For Micro package of Odisha	TECH-5 C	Work Schedule and Planning for Deliverables- For Micro package of Chhattisgarh	TECH-5 D	Resource Estimation for Development of Dashboard as per Section-7 Terms and Reference Annexure-II	TECH-6 A	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) - For Macro package of CWC	TECH-6 B	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)- For Micro package of Odisha	TECH-6 C	Team Composition, Key Experts Inputs, and attached
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	Curriculum Vitae (CV)- For Micro package of Chhattisgarh		
<b>10.2</b>	Statement of Undertaking is required: Yes		
<b>11.1</b>	Participation of Sub-consultants, and Non-Key Experts in more than one Proposal is permissible: Yes		
<b>12.1</b>	Proposals must remain valid for <b>90</b> calendar days, after the proposal submission deadline.		
<b>12.4</b>	Consultants will be notified about the validity extensions by the email and through system generated notification. Extensions, if any, will also be uploaded on e-portal. Consultants’ responses and confirmations should be sent by email.		
<b>13.1</b>	Clarifications may be requested no later than 15 days prior to the submission deadline. Clarifications will also be uploaded on the e-portal. All requests for clarifications shall be made online through the Email: rdcde-cwc@nic.in Clarifications sent through any other medium shall not be accepted.		

13.2	The Consultant can upload the modified proposal or a modification to any part of it at any time prior to the proposal submission deadline, online only. Only the last dated proposal shall be considered. No modification to the Technical or Financial Proposal shall be accepted offline or after the deadline.																																
14.1.1	Shortlisted Consultants may associate with  (a) non-shortlisted consultant(s): Yes Or (b) other shortlisted Consultants: No																																
14.1.2	<p><b>Estimated input of Key Experts’ - time-input: Package – II: Mahanadi basin</b></p> <table><tr><td>Package/Sub-Package</td><td>Agency</td></tr><tr><td>Macro Package</td><td>CWC</td></tr><tr><td>Micro-1</td><td>Chhattisgarh</td></tr><tr><td>Micro-2</td><td>Odisha</td></tr></table> <table><tr><td>S No.</td><td>Discipline of the Consultant for <b>MACRO</b></td><td>Suggestive Person- months</td></tr><tr><td>1.</td><td>Team Leader (International)</td><td><b>24</b></td></tr><tr><td>2.</td><td>Deputy Team Leader/ Hydrologist</td><td><b>28</b></td></tr><tr><td>3.</td><td>Senior Water resource modeler</td><td><b>16</b></td></tr><tr><td>4.</td><td>GIS/RS specialist</td><td><b>14</b></td></tr><tr><td>5.</td><td>Database specialist</td><td><b>10</b></td></tr><tr><td>6.</td><td>IT Programmer / web management specialist /</td><td><b>30</b></td></tr><tr><td></td><td><b>Total</b></td><td><b>122</b></td></tr></table>	Package/Sub-Package	Agency	Macro Package	CWC	Micro-1	Chhattisgarh	Micro-2	Odisha	S No.	Discipline of the Consultant for <b>MACRO</b>	Suggestive Person- months	1.	Team Leader (International)	<b>24</b>	2.	Deputy Team Leader/ Hydrologist	<b>28</b>	3.	Senior Water resource modeler	<b>16</b>	4.	GIS/RS specialist	<b>14</b>	5.	Database specialist	<b>10</b>	6.	IT Programmer / web management specialist /	<b>30</b>		<b>Total</b>	<b>122</b>
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<b>14.1.3</b> for time-based contracts only	<p>The Consultant’s Proposal must include the minimum <b>Key Experts’</b> time-input of <b>122</b> man-months for Package – II: Mahanadi basin. The time-input (expressed in person-month) for other non-key staff and support staff Package/Sub-Package wise are as follows:-</p> <table><tr><td></td><td colspan="2">time-input (expressed in person-month)</td></tr><tr><td>Package/Sub-Package</td><td>Non-Key Experts</td><td>Supporting Staff</td></tr><tr><td><b>Macro Package– II: Mahanadi basin</b></td><td>83</td><td>228</td></tr><tr><td>Micro-1</td><td>47</td><td>114</td></tr><tr><td>Micro-2</td><td>47</td><td>114</td></tr></table> <p><b>For evaluation, only key experts would be taken into consideration. Generally support staff is not taken into consideration for evaluation.</b> However, in financial proposal, cost of each and every member is considered.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as: The missing time-input is multiplied by the highest remuneration rate for a Key Expert or non-key experts, as the case may be, in the Consultant’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p> <p><b>The Consultant’s Proposal must provide the Resources Estimation of Key or Non-Key experts in TECH 5Dfor development of dashboard as defined in Section-7: Terms and Reference, Annexure-II.</b></p>		time-input (expressed in person-month)		Package/Sub-Package	Non-Key Experts	Supporting Staff	<b>Macro Package– II: Mahanadi basin</b>	83	228	Micro-1	47	114	Micro-2	47	114
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<b>15.2</b>	<p>The format of the Technical Proposal to be submitted is: <b>Full Technical Proposal (FTP)</b></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>															
<b>16.1</b>	<p>A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added.</p> <ol style="list-style-type: none"><li>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li><li>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li><li>(3) cost of applicable international or local communications such as the use of telephone, internet and facsimile required for the purpose of the Services;</li><li>(4) cost of reports production (including printing) and delivering to the Client;</li><li>(5) other relevant allowances where applicable, if any</li></ol>															

16.2	A price adjustment provision applies to remuneration rates: Yes
16.3	<p>“Information on the Consultant’s tax obligations can be found on <a href="http://dor.gov.in/">http://dor.gov.in/</a></p> <p>Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in US Dollar (\$), Euro (€) and UK Pound Sterling (£).</p> <p>Financial Proposal should state local costs in the National currency: Yes (in INR)</p>
<b>C. Submission, Opening and Evaluation</b>	
17.1	<p><b>The Consultants shall submit their Proposals electronically on the portal:</b> (<a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>)</p> <p><b><i>The electronic submission procedures shall be:</i></b></p> <p>The consultant/bidders can download the RFP comprising ‘Short Listing Criteria’ and ‘Scope of Work’ from the NHP’s, TCIL’s and CWC’s website <a href="http://www.indiawrm.org">http://www.indiawrm.org</a>, <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>, <a href="https://www.eprocure.gov.in">https://www.eprocure.gov.in</a> and <a href="http://www.cwc.nic.in">www.cwc.nic.in</a> from <b>27<sup>th</sup> Oct, 2017 12:00 Hrs</b>, onwards. The Consultants need to submit the RFP along with all relevant documents online through TCIL website URL (<a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a>). Last date/time for receipt of bid through e-procurement is on <b>11<sup>th</sup> December, 2017 upto 10:00 AM</b>. The e-procurement system will not allow any uploading after the last date and time of submission. The more details of registration of bidders, uploading of Bids and On line e-Bid submission along with FAQ are available in <a href="https://www.tcil-india-electronictender.com">https://www.tcil-india-electronictender.com</a> web site.</p> <p>The short listed Consultants may obtain further information at the address below from 0900hrs to 1730hrs (Monday to Friday, except Govt. holidays).</p> <p><b><i>Office of the Director (RDC-I)</i></b>  West Block 1, 2<sup>nd</sup> Floor, Wing-4, R K Puram, New Delhi – 110066, India,  Telephone: +91-1126100285  E-mail: <a href="mailto:rdcdte-cwc@nic.in">rdcdte-cwc@nic.in</a></p> <p>Contact person/conference coordinator: Director (RDC-I), West Block 1, R K Puram, New Delhi – 110066, India,</p> <p>Phone: 011-26100285, Fax: 011-26181267, Email: <a href="mailto:rdcdte-cwc@nic.in">rdcdte-cwc@nic.in</a></p>

The consultants are required to follow the following instructions as detailed below:

**Special instructions to consultants by TCIL for e-Tendering**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, **Central Water Commission** has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's Software is also referred to as Electronic Tender System® (ETS). Benefits to tenderers are outlined on the Home-page of the portal.

**Instructions**

**Tender Bidding Methodology:**

Single Stage Envelope

**Broad Outline of Activities from Bidder's Perspective:**

Procure a Digital Signing Certificate (DSC)

Register on Electronic Tendering System® (ETS)

Create Marketing Authorities (MAs), Users and assign roles on ETS

View Notice Inviting Tender (NIT) on ETS

For this tender -- Assign Tender Search Code (TSC) to a MA

Download Official Copy of Tender Documents from ETS

Clarification to Tender Documents on ETS

Query to Central Water Commission (Optional)

View response to queries posted by Central Water Commission

Bid-Submission on ETS

Attend Public Online Tender Opening Event (TOE) on ETS

– Opening of relevant Bid-Part

Post-TOE Clarification on ETS (Optional)

– Respond to Central Water Commission Post-TOE queries

Attend Public Online Tender Opening Event (TOE) on ETS

Opening of relevant part (i.e. Financial-Part)

(Only for Technical Responsive Bidders)

Participate in e-Reverse Auction on ETS

For participating in this tender online, the following instructions are to be read carefully.

These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

**Digital Certificates**

For integrity of data and authenticity/non-repudiation of electronic records, and

to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

### Registration

To use the Electronic Tender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and Annual Registration Fee, please contact TCIL/ETS Helpdesk (as given below), to get your registration accepted/activated.

**Important Note: To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Center' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.**

**Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your Organization, such as creation of users, assigning roles to them, etc.**

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support (0930 hrs to 1800 hrs, Monday to Friday except on gazetted holidays): +91-11-26202699 (Multiple lines) Emergency Support Mobile Numbers: +91-9868393775, 9868393717, 9868393792
E-mail ID	<a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a>

Buyer Organization Name Contact	
Central Water Commission Contact Person	Director, River Data Compilation-I Dte, Central Water Commission,
Telephone/ Mobile	Telephone/Mobile : 011-26100285 [between 10:00 hrs to 18:00 hrs on working days]
E-mail ID	E-mail Id : <a href="mailto:rdcdte-cwc@nic.in">rdcdte-cwc@nic.in</a>

**Some Bidding related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

Submission of Bid-Parts/ Envelopes

Single-Part

Submission of information pertaining Bid Security/ Earnest Money Deposit (EMD)

Submission of digitally signed copy of Tender Documents/ Addendum

Submission of General Terms and Conditions (with/ without deviations)

Submission of Special Terms and Conditions (with/ without deviations)

**Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms™ is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail. Alternatively, the Buyer organization reserves the right to consider the higher of the two pieces of information (e.g. the higher price) for the purpose of short-listing, and the lower of the two pieces of information (e.g. the lower price) for the purpose of payment in case that bidder is an awardee in that tender.

Typically, '**Pass-Phrase**' of the Bid-Part to be opened during a particular Public Online Tender Opening Event (TOE) is furnished online by each bidder during the



**TOE itself, when demanded by the concerned Tender Opening Officer.**

(Optional Text in EBI, depending upon the decision of the Buyer organization):

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Buyer Organization Name in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

**OR**

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the corresponding deadline of Bid Submission, and before the commencement of the Online TOE. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Buyer organization.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

**Public Online Tender Opening Event (TOE)**

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to Buyer Organization Name office for the Public Online TOE.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

**Other Instructions**

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Center

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

**SIX CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

Obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on ETS

Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

It is the responsibility of each bidder to remember and securely store the Pass Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)

ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

**NOTE :**

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

**Minimum Requirements at Bidder's End**

Computer System with good configuration (Min PIV, 1 GB RAM, Windows XP with Service Pack 3)

	Broadband connectivity Microsoft Internet Explorer 6.0 or above Digital Certificate(s)																							
17.4	<b>The Proposals must be submitted online no later than:</b> Date: <b>11<sup>th</sup> December, 2017</b> Time: <b>10:00 AM</b>																							
19.1	<p>The technical proposals shall be opened online on <b>11<sup>th</sup> December, 2017 at 11:00 AM</b> by <b>Director, River Data Compilation-I</b> in the presence of representatives of bidders who intended to be present physically or electronically at the time of scheduled opening.</p> <p>The opening shall take place at: same as the Proposal submission address. Date &amp; Time: same as the submission deadline indicated in 17.4.</p>																							
19.2	NA																							
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>The following criteria/sub-criteria for evaluation of the said consultancy are proposed for MACRO:</p> <table><tr><th><u>Criteria</u></th><th><u>Points</u></th></tr><tr><td>(a) Specific experience of the consultants related to the assignment</td><td>5</td></tr><tr><td>(b) Adequacy of the proposed work plan and methodology in responding to TOR.</td><td>40</td></tr><tr><td>(c) Qualification and competence of staff for the assignment.</td><td>43</td></tr><tr><td>(d) Transfer of knowledge (training) program</td><td>6</td></tr><tr><td>(e) Participation by nationals among proposed Experts</td><td>6</td></tr><tr><td>TOTAL</td><td>100</td></tr></table> <p>To qualify, the minimum technical score is 75.</p> <p><b><u>Sub-criteria</u></b></p> <table><tr><td>(a)</td><td><u>Specific experience of the Consultant</u></td><td><u>Max. Points</u></td></tr><tr><td>i)</td><td>Experience in similar nature and size of projects (marks for nature, number &amp; size)</td><td>: 3marks</td></tr><tr><td>ii)</td><td>Completed IWRM related Project:</td><td>: 2marks</td></tr></table>	<u>Criteria</u>	<u>Points</u>	(a) Specific experience of the consultants related to the assignment	5	(b) Adequacy of the proposed work plan and methodology in responding to TOR.	40	(c) Qualification and competence of staff for the assignment.	43	(d) Transfer of knowledge (training) program	6	(e) Participation by nationals among proposed Experts	6	TOTAL	100	(a)	<u>Specific experience of the Consultant</u>	<u>Max. Points</u>	i)	Experience in similar nature and size of projects (marks for nature, number & size)	: 3marks	ii)	Completed IWRM related Project:	: 2marks
<u>Criteria</u>	<u>Points</u>																							
(a) Specific experience of the consultants related to the assignment	5																							
(b) Adequacy of the proposed work plan and methodology in responding to TOR.	40																							
(c) Qualification and competence of staff for the assignment.	43																							
(d) Transfer of knowledge (training) program	6																							
(e) Participation by nationals among proposed Experts	6																							
TOTAL	100																							
(a)	<u>Specific experience of the Consultant</u>	<u>Max. Points</u>																						
i)	Experience in similar nature and size of projects (marks for nature, number & size)	: 3marks																						
ii)	Completed IWRM related Project:	: 2marks																						

b) Adequacy of the work plan and methodology in responding to TOR	Max Points
i) River basin Modelling Approach (including surface, groundwater, water quality and surface groundwater interaction)	12
ii) Development of Dashboard and decision Support System	15
iii) Approach for developing IWRM Plan including policy, stakeholder consultation, scenarios and legal framework	8
iv) Organization & staffing	5
<b>Sub-total</b>	<b>40</b>

(c) <u>Qualification and competence of staff</u>	<u>Max. Points</u>
(i) Team Leader (International)	10
(ii) Deputy Team Leader (National)/ Hydrologist	8
(iii) Senior Water resource modeler	7
(iv) GIS/RS specialist (for MACRO package only)	6
(v) Database specialist	6
(vi) IT Specialist/web management specialist	6
<b>TOTAL</b>	<b>43</b>

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

**Sub-criteria for (c)**

- 1) General qualification
  - i) Education 10%
  - ii) Experience 5%
  - iii) Years with firm 5%

(40% Key staff should be employee i.e. on the roll of the firm for at least last 2 years. The Team Leader should be on the roll of the firm for at least last 2 years.)
- 2) Adequacy for the assignment
  - i) Type & quality of projects completed 20%
  - ii) Size & number of similar projects 20%
  - iii) Years of experience on similar projects 20%
  - iv) Age (as on 01.07.2017) 10%

*(The age threshold for the team leader and deputy team leader will be 60 years as on 01-07-2017 and for other key experts age threshold will be 57 years as on 01-07-2017)*

	<p>3) Experience in region and language</p> <p>i) Experience on similar projects in Asia 3%</p> <p>ii) Proficiency in English 4%</p> <p>iii) knowledge of local culture or administrative system, government organization 3%</p> <p>Total weight 100%</p> <p>(d) Transfer of knowledge (training) program 6</p> <p>(e) Participation by nationals among proposed Experts 6</p> <p><b>Grand Total= (a) + (b)+ (c) +(d) + (e) 100</b></p>
<b>23.1</b>	<p>Notifications to the (a) Consultants whose Proposals were considered non-responsive or did not meet the minimum qualifying technical score; and (b) Consultants who have passed the minimum technical score and are invited to the opening of the Financial Proposal along with date and time will be sent by email.</p>
<b>23.2</b>	<p>The financial proposals of those bidders only which qualified the minimum technical score shall be opened in the presence of representatives of the Consultants who intended to be present physically or electronically at the time of scheduled opening. The successful technical bidders will be intimated by email regarding date, time and venue for opening of financial proposal.</p> <p>The results of the Financial opening shall be recorded online and shall be intimated to the Consultants by email.</p>
<b>25.1</b>	<p>For the purpose of the evaluation, the Client will exclude only the indirect taxes i.e. service tax. The service tax will be reimbursed to the Consultant after submission of the necessary documents indicating that service tax has been paid.</p> <p>If a Contract is awarded, at Contract negotiations, such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are to be withheld and paid by the Client on behalf of the Consultant.</p>
<b>26.1</b>	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is Local Currency i.e. Indian Rupee</p> <p>The official source of the selling (exchange) rate is: RBI Exchange rate</p> <p>The date of the exchange rate is: Last date of submission of proposals</p>
<b>27.1 (QCBS only)</b>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is</p>

	<p>calculated as following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which “<math>S_f</math>” is the financial score, “<math>F_m</math>” is the lowest price, and “<math>F</math>” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:  <math>T = 0.8</math> and  <math>P = 0.2</math></p> <p>Proposals are ranked according to their combined technical (<math>S_t</math>) and financial (<math>S_f</math>) scores using the weights (<math>T</math> = the weight given to the Technical Proposal; <math>P</math> = the weight given to the Financial Proposal; <math>T + P = 1</math>) as following: <math>S = S_t \times T \% + S_f \times P\%</math>.</p>
	<b>D. Negotiations and Award</b>
<b>28.1</b>	Expected date and venue for contract negotiations: <b>Feb, 2018 at Sewa Bhawan, R.K.Puram, Sector-1, New Delhi.</b>
<b>30.1</b>	<p>Procedure for notifying unsuccessful Consultants and for publishing the contract award information is as following:</p> <p>(a) Following the award, completion of the contract negotiations and contract signing, other Consultants will be notified as following: by email</p> <p>(b) Contract award information will be published: <a href="http://www.indiawrm.org">http://www.indiawrm.org</a> and <a href="http://www.cwc.nic.in">www.cwc.nic.in</a></p>
<b>30.2</b>	Expected date for the commencement of the Services: <i>[insert date]</i>

### Section 3. Technical Proposal – Standard Forms

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

#### CHECKLIST OF REQUIRED FORMS FOR FTP

FORM	DESCRIPTION	<i>Page Limit</i>
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
TECH-2	Consultant's Organization and Experience.	
TECH-2A	A. Consultant's Organization	
TECH-2B	B. Consultant's Experience	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5 A	Work Schedule and Planning for Deliverables- For Macro package of CWC	
TECH-5 B	Work Schedule and Planning for Deliverables- For Micro package of Odisha	
TECH-5 C	Work Schedule and Planning for Deliverables- For Micro package of Chhattisgarh	
TECH-5D	Resource Estimation for Development of Dashboard as per Section-7 Terms and Reference	

	Annexure-II	
TECH-6 A	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) - For Macro package of CWC	
TECH-6 B	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)- For Micro package of Odisha	
TECH-6 C	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)- For Micro package of Chhattisgarh	

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



**FORM TECH-1**  
**TECHNICAL PROPOSAL SUBMISSION FORM**

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{Location, Date}

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To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *Integrated Water Resources management studies in respect of Mahanadi Basin* in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal” or, *if only a Technical Proposal is invited* “We hereby are submitting our Proposal, which includes this Technical Proposal only].

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following:]* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

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

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

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

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

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

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

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

**FORM TECH-2**  
**(FOR FULL TECHNICAL PROPOSAL ONLY)**  
**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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

**A - Consultant’s Organization**

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

**B - Consultant’s Experience**

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1. List only previous similar assignments successfully completed in the last **10** years.
  
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2006–Apr.2016}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2010}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

**FORM TECH-3**  
**(FOR FULL TECHNICAL PROPOSAL)**  
**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART**  
**STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

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

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any} [TOR attached at section 7.]

**B - On Counterpart Staff and Facilities**

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

**FORM TECH-4**  
**(FOR FULL TECHNICAL PROPOSAL ONLY)**

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

---

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

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

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

**FORM TECH-5 A (FOR FTP AND STP)**  
(Macro package for CWC)

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

SN°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												
<b>n</b>													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**FORM TECH-5B (FOR FTP AND STP)**  
(Micro package for Odisha)

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

SN°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												
<b>n</b>													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.



**FORM TECH-5C (FOR FTP AND STP)**  
(Micro package for Chhattisgarh)

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

SN°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												
<b>n</b>													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**FORM TECH-5D****RESOURCE ESTIMATION FOR DEVELOPMENT OF DASHBOARD  
(AS PER SECTION-7, TERMS AND REFERENCE, ANNEXURE-II)**

SN°	Experts/ visit/other resources	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
1.	Type of Expert (Name)												
2.													
3.													
4	No. of visits												
5	Any other resource required etc.												



- 1 List the breakout activities and resource persons required against each activity. Other resource required for development may also be listed.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**FORM TECH-6A (FOR FTP AND STP)**  
(Macro package for CWC)

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

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

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

Full time input   
Part time input 

**FORM TECH-6B (FOR FTP AND STP)**  
(Micro package for Odisha)

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

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





**FORM TECH-6 C (FOR FTP AND STP)**  
(Micro package for Chhattisgarh)

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

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

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

Full time input   
Part time input 



## FORM TECH-6 (CONTINUED)

### CURRICULUM VITAE (CV)

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

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

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

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

**Membership in Professional Associations and Publications:**

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

**Adequacy for the Assignment:**

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

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

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

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

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Name of authorized Representative of the Consultant (thesame who signs the Proposal)	Signature	Date
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## **Section 4. Financial Proposal - Standard Forms**

(submit separately for Macro and each micro)

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 A Summary of Costs for Macro Package of Central Water Commission
- FIN-2 B Summary of Costs for Micro Package of Odisha
- FIN-2 C Summary of Costs for Micro Package of Chhattisgarh
- FIN-3 A Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QCBS method- for Macro Package of Central Water Commission
- FIN-3 B Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QCBS method- for Micro Package of Odisha
- FIN-3 C Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QCBS method- for Micro Package of Chhattisgarh.
- FIN-4 A Reimbursable expenses - for Macro Package of Central Water Commission
- FIN-4 B Reimbursable expenses - for Micro Package of Odisha
- FIN-4 C Reimbursable expenses - for Micro Package of Chhattisgarh
- FIN-5 Summary of Cost-AMC and Update of DSS Dashboard (For Macro Package only)

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

---

{Location, Date}

To: [Name and address of Client]

---

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

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

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

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

E-mail: \_\_\_\_\_

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

**FORM FIN-2 A SUMMARY OF COSTS  
(MACRO PACKAGE FOR CWC)**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{US (\$)}	{Euro (€)}	{Pound Sterling (£)}	{INR (₹)}
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursables				
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates i.e. service tax – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
{Service tax}				
Total Estimate for Indirect Local Tax:				

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

**FORM FIN-2B SUMMARY OF COSTS  
(MICRO PACKAGE FOR ODISHA)**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{US (\$)}	{Euro (€)}	{Pound Sterling (£)}	{INR (₹)}
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursables				
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates i.e. service tax – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
{Service tax}				
Total Estimate for Indirect Local Tax:				

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

**FORM FIN-2C SUMMARY OF COSTS  
(MICRO PACKAGE FOR CHHATTISGARH)**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{US (\$)}	{Euro (€)}	{Pound Sterling (£)}	{INR (₹)}
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursables				
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates i.e. service tax – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
{Service tax}				
Total Estimate for Indirect Local Tax:				

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



### FORM FIN-3A BREAKDOWN OF REMUNERATION (FOR MACRO PACKAGE CWC)

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

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

**FORM FIN-3B BREAKDOWN OF REMUNERATION  
( FOR MICRO PACKAGE ODISHA)**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

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

**FORM FIN-3C BREAKDOWN OF REMUNERATION**  
**( FOR MICRO PACKAGE CHHATTISGARH)**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

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

## Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

### 1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only, if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Consultant's Representations Regarding Costs and Charges  
(Model Form I)**

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
India									

{\* If more than one currency is used, use additional table(s), one for each currency}

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

**FORM FIN-4 A BREAKDOWN OF REIMBURSABLE EXPENSES**  
**(For Macro Package for Central Water Commission)**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}		_____				
—	{e.g., International flights}	{Ticket}		_____				
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}				_____			
	{ e.g., reproduction of reports}				_____			
	{e.g., Office rent}				_____			
	.....				_____			
	{Training of the Client's personnel – if required in TOR}				_____			

**Legend:**

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



**FORM FIN-4 B BREAKDOWN OF REIMBURSABLE EXPENSES**  
**(For Micro Package for Odisha)**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}		_____				
—	{e.g., International flights}	{Ticket}		_____				
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}				_____			
	{ e.g., reproduction of reports}				_____			
	{e.g., Office rent}				_____			
	.....				_____			
	{Training of the Client's personnel – if required in TOR}				_____			

**Legend:**

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

**FORM FIN-4C BREAKDOWN OF REIMBURSABLE EXPENSES**  
**(For Micro Package for Chhattisgarh)**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}		_____				
—	{e.g., International flights}	{Ticket }		_____				
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}				_____			
	{ e.g., reproduction of reports}				_____			
	{e.g., Office rent}				_____			
	.....				_____			
	{Training of the Client's personnel – if required in TOR}				_____			

**Legend:**

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

**FORM FIN-5 SUMMARY OF COSTS****(ANNUAL MAINTENANCE COST AND UPDATE OF DSS DASHBOARD TO BE DEVELOPED DURING THE CONSULTANCY)****(FOR MACRO PACKAGE ONLY)**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{US (\$)}	{Euro (€)}	{Pound Sterling (£)}	{INR (₹)}
<b>Cost of the Financial Proposal for AMC (to be start after 4<sup>th</sup> Year)</b>				
<i>1 year</i>				
<i>2 Year</i>				
<i>3 Year</i>				
<i>4 Year</i>				
<b><u>Total Cost of the Financial Proposal for AMC</u></b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates i.e. service tax – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
{Service tax} _____				
<u>Total Cost of the Financial Proposal for AMC</u>				

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



## Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

## Section 6. Bank Policy – Corrupt and Fraudulent Practices

(This Section 6 shall not be modified)

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

#### **“Fraud and Corruption**

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;

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<sup>2</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>3</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>4</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are plying to each other’s bid prices or other conditions.

- 
- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis-procurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>6</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>7</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>5</sup>For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>6</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>7</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

**Section 7. Terms of Reference**  
**NATIONAL HYDROLOGY PROJECT**  
**IWRM STUDIES**

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## 1. Background

1. India is one of the water-stressed countries with an endowment of only 1,500 m<sup>3</sup> of water per person a year. A large extent of the country is subject to flood and droughts. Rainfall is highly seasonal with fifty percent of precipitation falling in just 15 days and over 75 percent of river flows in just four months. As India develops, it will need more water for agriculture, energy, and industry-and for its burgeoning cities. But water balances are precarious in most basins, and the National Commission for Integrated Water Resource development predicted that under a business-as-usual scenario, water demands would exceed all available sources of supply by 2050. Climate change is expected to make things worse with more erratic and unpredictable rainfall.

2. Addressing these challenges will require improved planning on a basin scale, which in turn is only possible with sufficient water quantity and quality data. The National water information system, modelling expertise, and the technical and institutional capacity for water resources planning and management need to be strengthened across India. The World Bank assisted Hydrology Project Phase I (IDA US\$94.95 million and Phase II (IBRD US\$91.58 million) have supported the establishment of a hydrological information system in a number of States mainly in southern India. National and State governments are now committed to building a comprehensive National Water Resources Information System to support integrated river basin management.

3. Based on the successful outcome of past two phases of Hydrology Project, Government of India, requested World Bank assistance for a follow on project – National Hydrology Project (NHP)- Approach towards Integrated Water Resources Management’ ([www.indiawrm.org](http://www.indiawrm.org)). The National Hydrology Project (NHP) would be implemented in eight years (2017-2024) and the funding would be USD 350 million. The project aims to improve the extent, quality, and accessibility of water resources information and strengthen the capacity of targeted water resources management institutions in India. The Project will cover the entire country and will be coordinated by MoWR, RD & GR. The Project has adopted a four-pronged approach: (a) modernizing monitoring, including establishing comprehensive, nationwide, automated, real-time monitoring and data management systems for surface water and groundwater (both quality and quantity); (b) enhancing analytical tools for water resources assessment, hydrologic and flood inundation forecasting, water infrastructure operations, groundwater modeling, and river basin and investment planning; (c) transforming knowledge access, using cloud computing, Internet, mobile devices, social media and other communication tools to modernize access to and visualization of customized water information by all stakeholders; and (d) modernizing institutions through investments in people and institutional capacity.

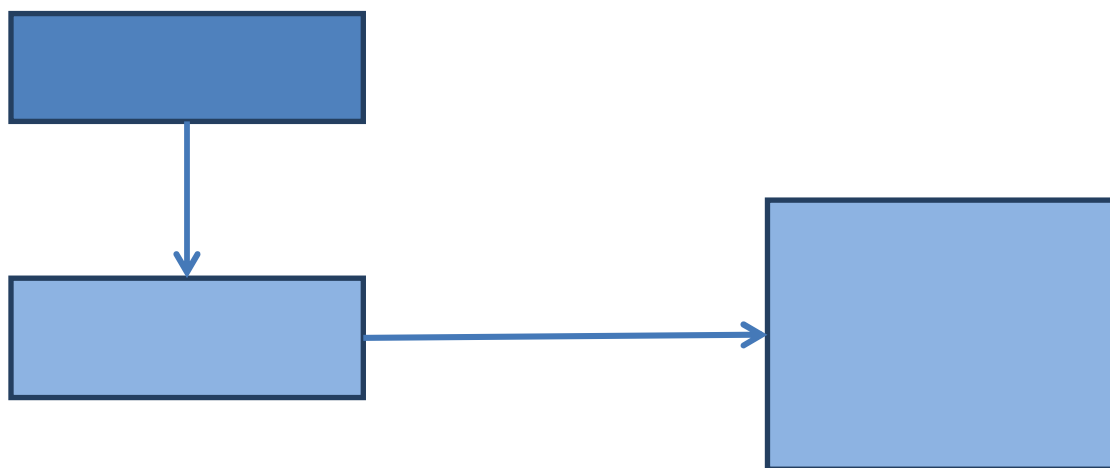
4. The key outcome envisaged during the project is as below:

- To establish National Water Information System with multi-disciplinary data from states and central agencies and data exchange amongst agencies in real time basis
- To create National information systems with generic models for improved water resources assessment
- States are able to manage flood and water resources using a river basin approach.

- Reservoirs and irrigation systems are operated more efficiently leading to water savings and improved productivity.

5. The project will cover all major river basins of India and will require strong collaboration among Central and State levels of government. All States and Union Territories will participate in the Project given their constitutional mandate for water resources management. Central agencies will also participate given significant inter-State aspects of water management (most large river basins and aquifers cross state boundaries) and the need for a consistent National Water Information Base.

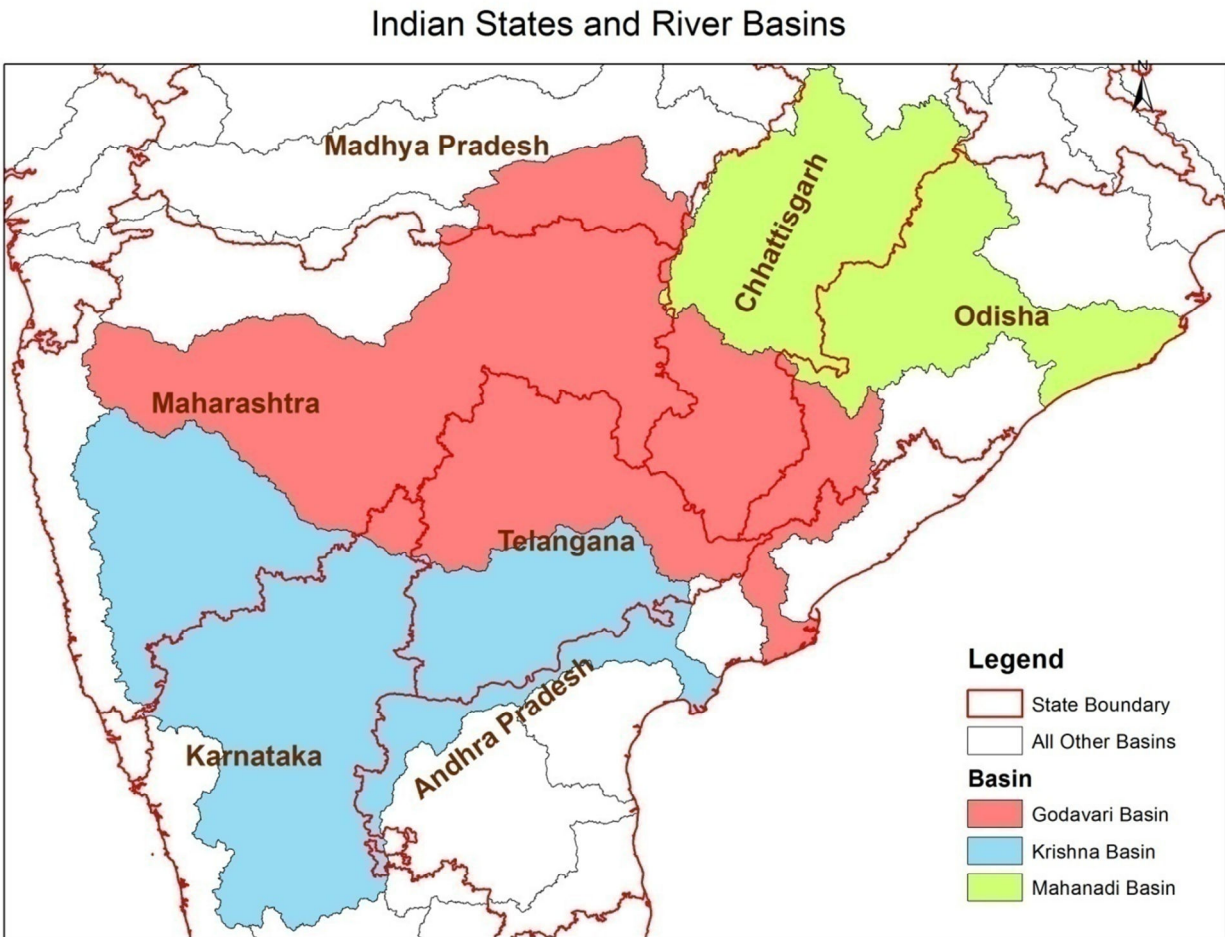
6. Under component C of NHP, one of the major activities is to setup decision support platform for IWRM based river basin planning and management. The CWC and CGWB would coordinate this activity while State Water Resources Departments and other central agencies would be active partner. CWC and CGWB will coordinate this component with assistance from international/national consultants. Consultancies will support an integrated river basin approach including flood forecasting, stream flow prediction and water resources assessment integrating surface water, ground water and water quality.



7. The institutionalization and implementation of Integrated Water Resources Management (IWRM) in India supported by River Basin Organizations and following the internationally acknowledged river basin planning cycle is a major target for the Government of India. The development of River Basin Management Plans for all Indian river basins takes a key role within this process. Significant steps have already been taken in the past, such as the development of specific projects for assessing water resources availability, the establishment of river basin management concepts and – most recently – the ongoing study for preparation of a Ganga River Basin Management Plan, initiation of process for enactment of Basin Management Act etc. Ministry of Water Resources, River Development and Ganga Rejuvenation (MoWR, RD &GR) aims to develop its ability to manage basins to support optimum use of water resources. The major objectives are to: align water resources development goals in line with the National Water Policy 2012; bring all States on equal footing regarding Hydrological Information System (HIS) and its use; and, specifically, to move towards IWRM process.

8. A coordinated action between States sharing various river basins is a must to achieve and, in particular, implement the principles of IWRM and other objectives where States are the main authority on water resources planning and development by virtue of powers given to them under the Indian Constitution.
9. The river basins in India are characterized by quite a variety of features regarding socio-economics, environmental imprints, water availability, water uses and impacts. The water management issues vary significantly between different basins. Therefore, river basin planning and management has to be developed and aligned accordingly, ensuring well designed governance and coordination mechanisms that hold a level of flexibility through 'top-down/bottom up approaches' in order to enable adaptation to the different conditions in the basins. Effectively coordinated input from the national and State level into the river basin level as well as vice versa can support continuous planning and management as basis of IWRM.
10. On all levels, India's current water resources management has established structures in place that needs to be fully taken into account when designing aligned coordination mechanisms for river basin management that shall allow for development as well as implementation of River Basin Management Plan (RBMP).
11. Given the organization structure of MOWR, RD & GR, several existing institutions like the CWC, CGWB, and NIH will play a critical role in development of governance tools and models for water resources planning and operation as they are the custodian of basins' data and information. State Water Resources/Irrigation Departments and Central/State Pollution Control Board (CPCB/SPCB) will also play a crucial role in the consideration of water quality throughout the planning process and the development of specific basin models. Hence, coordination mechanisms need to be integrative.
12. To achieve these, assistance from international/national experts will be required to underpin the political process of decision-making and adopting RBMPs. The expert consultants will support in establishment of an integrated river basin approach which should include the full chain from assessment of existing data, monitoring, stream flow prediction and water resources assessment up to the development of a programme of important measures, integrating surface water, ground water and water quality aspects. The establishment of proper River Basin Organizations, including the development of a better coordinated approach of the existing competent authorities as well as building their capacity are complementary though fundamental elements.
13. Central water Commission has divided the country into 20 major rivers basins. Among 20 basins, Mahanadi basin covered under the scope of this consultancy.

The details of these river basins and associated sub-basins are given in Table-1.



**Figure 1- Mahanadi Basins**

Table 1: Basins and associated Sub Basins Area

Basin	Sub basin	Area, Sq KM
<b>Mahanadi Basin</b>	Mahanadi Lower	57959
	Mahanadi Middle	51896
	Mahanadi Upper	29762

## 2. Package

The consultancy work would be divided into two main packages as mentioned below.

S. No.	River Basin	Catchment area (Sq.Km)	Package	Participating States
1.	Mahanadi	141589	<b>II</b>	Chhattisgarh Odisha

## 3. Implementation Arrangement

Due to the variety of the Indian river basins and federal structure in which water is State subject, as well as the different needs and approaches which States might prioritize in the development of river basin management plans, the RBMPs shall be developed by different teams of same consortia. However, each team shall be developed according to the needs and approaches prioritized within the specific river basin and by the concerned authorities and stakeholders. Since study would be highly stakeholder centric, it is necessary that a proper scientific stakeholders' consultation process is adopted at each stage. Thus, a detailed consultation process and communication strategy needs to be prepared to create awareness on various issues in the river basin.

In view of above, each package has been divided into sub- packages depending upon the number of states involved in each main package. However, the evaluation for each package shall be made in the consolidated manner not sub-package wise. The sub-package wise details in brief are as below:

### Package-II for Mahanadi Basin

Package/Sub-Package	Agency	Role/ Responsibility
<b>Macro Package</b>	CWC	Under the supervision of CWC. Overall Coordination, stakeholder consultation, building up strategies, development of macro model and macro IWRM, sharing the data and model with micro and vice-versa. Contract and payment for this will be made by CWC.
<b>Micro-1</b>	Odisha	Under the supervision of respective States. Coordination, stakeholder consultation,

<b>Micro-2</b>	Chhattisgarh	building up strategies, development of micro model and micro IWRM, sharing the data and model with macro and vice-versa for respective states as per their priorities. Contract and payment for this will be made by respective States.
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**Note: For the selection of consultant(s), the common evaluation committee comprising of members from MoWR, CWC, CGWB and respective State government shall be constituted.**

#### **Details and Scope of sub Package:**

Under National Hydrology Project, MoWR, RD&GR, and its organisations like CWC, CGWB and NIH shall be responsible for developing the river basins assessment and planning systems at Macro level (River basin level). This would include the simulation on the basis of the hydro-meteorological data from main stem and first order tributaries of the river; major and medium reservoirs in the river basin etc. The States, on their part will be responsible to develop detailed Micro level (sub-basin level) river basin assessment & planning tools. This will include the simulation on the basis of detailed data from the lower order tributaries, minor schemes, tanks etc. However, it is essential that the systems be developed in a manner so that both the Macro and Micro level systems though formed standalone, are integrated.

Central Water Commission (CWC) shall be responsible for overall coordination for development of the Macro Level River Basin Assessment & Planning System (RBAPS) for the entire river basin mentioned in Package above and henceforth called “River Basin Assessment & Planning System for Mahanadi” (RBAPS-M) . Stakeholder consultation and collection and collation of data needed for this purpose shall be the responsibility of the consultant involved in this package.

The States shall be responsible for coordination for the development of RBAPS for their respective States (micro level) as mentioned above. Stakeholder consultation and collection and collation of data needed for this purpose shall be the responsibility of the Consultant involved in respective States.

CWC shall be responsible for coordination for the development of the Integrated RBAPS for both the packages as mentioned above.

CWC and the States would be responsible for coordinating for the development of respective RBAPS as per the Macro and Micro packages mentioned above. They shall also be responsible for the signing the contracts, contract management, payments etc. for their respective packages/sub packages

The Consultant shall setup separate teams as indicated subsequently for macro and each of the micro packages.

The States and Central organisations shall support each other and the Consultants for the development of RBAPS as per the packages by way of sharing and exchange of data, supporting the stakeholders' participation, training & capacity building etc.

#### **4. Objective of the Consultancy:**

The objective of the consultancy is to equip MoWR, RD&GR, CWC, CGWB and States with a decision support platform with online interactive display of dynamic water accounting in a basin and inter-sectoral water allocation and operation system for reservoirs. This will be achieved through the development and application of appropriate spatio-temporal knowledge-bases, analytical tools, structured stakeholder consultation processes and institutional capacity building. The assessment and planning would cover for the Mahanadi Basin. The broad objectives of the study are as below:

- A. To identify and understand key water management issues, related management objectives and capacity building needs through stakeholder consultation process.**
  - (i) Preparation of “Status of the River Basin” Report
  - (ii) Synthesizing States' Vision/Developmental Plans in all sectors of water uses
- B. To create Water Resources Information and Knowledge System for the basin and its integration with India WRIS, NWIC etc.**
  - (i) Identification of data needs and review of data availability for all sectors.
  - (ii) Extracting information from IndiaWRIS and other data sources and supplementing them, wherever necessary
  - (iii) Development of Remote Sensing and GIS based data layers, data bases and DEM.
  - (iv) Development of Water Resources Information and Knowledge System including development of appropriate applications and assistance in setting up of modeling centers at appropriate locations in the basin.
- C. Review and suggest appropriate changes in institutional, policy, regulatory, and legal setup in the basin**
- D. Development, optimization and customization of modeling tools, Decision Support System and Web-based dashboard for display of results for the basin**
- E. IWRM Plan for the basin**

- (i) Evolution of River Basin Master Plans through integration of hydrometeorological information, water demand, water quality, surfaceground water interaction, and river basin models for the basin ensuring equitable and efficient utilization of water..
- (ii) Undertaking different scenario analyses for various combinations of demand projection, water resources infrastructure development, various management strategies, inter / intra basin water transfers, possible climate change scenarios etc., for various timeframes (2025, 2050 etc.)

#### **F. Training, Capacity Building and dissemination to stakeholders**

#### **G. Maintenance and Updation of model**

#### **H. Project Management and Coordination of Project Activities**

The broad objectives listed above and the various activities under each of above objectives as detailed in item 4.A to 4.G will be carried out basin-wise. This objective will ensure proper management of various basin-wise activities, provide coordination mechanism among various stake holders and ensure uniformity.

## **5. Scope**

The scope of activities has been organized with respect to the objectives listed above.

### **5.1 A: Assessment of Key issues through Stakeholder consultation:**

Assessment of key issues in IWRM Planning pre-requisites bringing out accurate Status of the River basin and synthesis of vision/developmental plans of riparian States in all sectors of water uses. This would facilitate identifying key issues for consultations and interaction with all stakeholder groups, which should be effected in a formal and structured manner throughout the planning and development process. This is to provide and disseminate understanding of the knowledge base and of planning issues, options and decisions, and to ensure identification and consideration of all viewpoints and perspectives through feedback, in order to build towards and arrive at consensus and agreements on the sub-basin and administrative unit plans. Such structured stakeholder consultations and interaction should help to (i) improve key stakeholder awareness, (ii) impart a holistic appreciation of the implications of various improvement scenarios and options, (iii) enhance the knowledge base coverage and quality, (iv) improve the design of planning tools to answer demand-driven questions, (v) better inform decision making and (vi) generate broad-based consensus. The results should be shared understanding of the sub-basin and administrative units problems, shared visions of the future sub-basin and administrative units status and situation, and agreed measures for achieving the shared visions. Suggested stakeholder consultation process considerations include designation of special focus groups, stakeholder workshops at key planning process points, and systematic recording of discussions and outcomes. From this basis, indicated consultancy activities in formulation of



structured stakeholder consultation processes, and in application and facilitation of these throughout the planning period, are as follows:

- (i) Identification of stakeholders such as Central and State government departments / agencies, NGOs, Educational and Research Institutions, Water Users, Public Representatives etc through consultation process and study of available information / literature. (time 0-3 months)
- (ii) Inception workshop at a prominent / central place in the basin involving all identified stakeholders with an objective to sensitize them about the purpose, likely outcomes, benefits, etc. of the proposed exercise, and need for their active participation in the same. Broadly understanding the general and location / sector issues, pressures, impacts, opportunities etc. in the basin. (time – month 4).
- (iii) Conduct atleast two stakeholders consultation workshops in each State of the basin (4-9 months) before starting of model development activities (Component D of the Objectives).
- (iv) Detailed consultation process with various stakeholders independently for identification and precise understanding of the key water management issues (KWMI) such as key socio-economic features, cultural and religious aspects, issues, risks, pressures, impacts, opportunities, data availability, data sources etc. (time 4-9 months).
- (v) To understand capacity building needs according to the level of understanding of likely participants. (time 4-9 months).
- (vi) Conduct atleast stakeholders workshops in each State of the basin during the development of IWRM plan (time 24-36 months)
- (vii) Customize the scenarios based on the focused consultation with key stakeholders so that they also understand the use of system and start using it.

#### **Deliverables: A:**

- (i) **Inception report** indicating Key Water Management Issues (KWMI)s such as key socio-economic features, cultural and religious aspects, issues, risks, pressures, impacts, opportunities, detailed work plan to achieve the assigned objectives, data requirement, review of available data and data gaps, if any, capacity building needs etc. This should be based on Status of the River basin and Synthesis of Vision/Developmental Plans of all riparian States for all sectors of water uses. The pressure and impact analysis/risk assessment shall be presented as texts and coloured maps, based on a robust geographical information system (GIS). The inception report shall indicate the time schedule represented by weekly Gantt chart showing major milestones, deliverables, completion dates and any other interdependencies. (time – at the end of month 6)
- ii) Report on stakeholder consultation, need assessment and approach for dissemination during and post development (time – at the end of month 3).
- iii) Mapping of specific issues and potential scenarios to be tested.
- iv) **Deliverables for States:** Report on stakeholder consultation and need assessment for each micro packages.

#### **5. 2 B: Development of Interactive web-based Knowledgebase:**

The knowledge base should provide an integrated overview of each basin, sub-basin and administrative units (Districts and Blocks) including current status, and future development and management needs, and opportunities and risks viewed from economic, social and environmental perspectives. It should enable the analysis of baseline status and future developments, the identification of cause and effect relationships, the evaluation of options against planning criteria, and the design of regulatory and management actions. The knowledge base should incorporate and build upon knowledge products from existing databases and previous and ongoing studies, and integrate additional data and products collected from various offices and targeted field work. It should on its own be a useful tool for basin planning, and integrate with the data and information bases developed under the India Water Resources Information System (WRIS), which is the focal point and repository of water-related data, information and knowledge. The design and development of the knowledge base thus would need to visualize exchange/integration of the two databases. The knowledge base and analytical tools together comprise the proposed system, which is expected to be a powerful tool to support sustainable and optimal water allocation and entitlement, and generation of corresponding knowledge products (reports, maps, atlas, etc.) for basin, sub-basin and administrative units. Typical knowledge base development activities are:

- Interact with the basin and sub-basin organizations, on-going consultancies and different water user Gov. Departments to assess current status and expected development of data acquisition and processing systems, data bases, and information management systems.
- Assemble, review and organize existing knowledge products for the BAPS-KG knowledge base, covering the whole water sector, including infrastructure and environment management aspects, and extending to water-related social, financial and economic aspects,
- Identify key knowledge gaps based on the existing knowledge products and defined planning objectives and scenarios. Define, explore and report on strategies and measures to address and/or fill the gaps.
- Design knowledge base structure and functions, such that the knowledge base can be used both in a stand-alone mode (e.g. for pre-customized and interactive knowledge base queries and for tabular, graphical, schematic or map-based visualization of results) and in conjunction with various models (to provide information for model runs and to store results). The knowledge base for each basin, sub-basin and administrative units should have the following contents, characteristics and capabilities:-
  - A basin, sub-basin displaying administrative unit system schematics with network paths and nodes to represent flow channels, supply inflow and demand outflow points, storage and control points, linkages to other systems, water bodies etc. The schematic should be readily amenable to modification or refinement, and should serve as the basis for collating and managing the knowledge and setting up of the models.
  - Basin maps containing sub-basins and administrative units of relevant themes.
  - Basin information containing sub-basins and administrative units collated through standard database templates (e.g. Excel, Access, GIS).
  - GIS-based spatial data compatible with existing commonly-used GIS systems (exportable to other systems).
  - Capabilities to process interactive queries and produce clear reports.

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- Extensive use of graphics (e.g. charts, schematics, maps) in presenting knowledge base information.
  - Export/import from common file formats (e.g. satellite, aerial and ground-based images, spreadsheets, text, etc.) and interfaces with models being developed and other information dissemination tools and sources (e.g. free GIS, Google Earth, etc.).
  - Display of time-series, statistical analysis and spatial point and non-point information (e.g. climate, hydrology, infrastructure, reservoir data, etc.).
  - Delineation of watershed/basin and sub-basin at any point on rivers.
  - Delineation of inundated area for any height of reservoir at any location or flood events.
  - Ability to flag potentially erroneous data and apply methodologies to fill data gaps.
  - Ability to combine information from, and output information to, various temporal and spatial scales.
  - Clear metadata and information flow/sharing protocols.
  - User-friendly data management interfaces (for queries and models) and data analysis tools.
  - Establishment of strategies to address knowledge gaps and manage quality
  - Populate the knowledge base, where possible with GIS-based spatial data and information. The activities include:
    - Recommend new and upgraded monitoring networks (such as rain and stream gauges, lake and reservoir gauges, ground water observation wells, environmental and ecological stations, water quality stations etc as needed to be procured separately).
    - **Collect data** from various relevant offices/institutions by visiting and contacting concerned offices (Authorization letter will be facilitated by client).
    - Develop and collate existing information on the implications of various projects on a unit basis (e.g. unit costs, employment generation, unit benefits, etc.)
    - Develop schematics for each basin, sub-basin water system along with administrative unit water system.
    - Develop GIS layers.
    - Collate illustrative remote sensing coverage, DEM and LULC.
    - Collate available datasets (e.g. IWMI, global datasets, etc.)
  - Develop basic knowledge products, as valuable tools for promoting consensus amongst stakeholders and building support for the planning process, resulting plans and their implementation. The following knowledge products are indicative:
    - Hardcopy (possibly at different scales e.g. A3 version, A4 version, A0 version), and web-enabled interactive basin, sub-basin and administrative units (States, Districts and Blocks) atlases, integrating key information on the climate, terrain, land use, hydrology, hydrogeology, water availability, water uses, administration, demographics, socio-economics, the environment, public health, cultural aspects, rural and urban characteristics, wetlands, storage reservoirs, irrigation schemes, agriculture/horticulture/livestock/fisheries, and presenting trends with maps, photographs, charts, schematics and well-written text, illustrating key issues, documenting the system from a multi-disciplinary perspective, and conveying the history, status and future vision, all for communication to non-specialists.
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- Annotated bibliography of relevant existing reports.
  - Procure and/or Develop GIS Layers as per requirement in consultant with client.
  - Metadata on database/GIS data developed.
  - Videos (about 30 minutes each) on river basin status, development status and plans, as well as management issues and the role of users and government.
  - Web portal, to facilitate access to key information, improve awareness, and solicit innovative inputs (in conjunction with client organizations).
- (i) Collection and compilation of data such as hydro-meteorological data, Climatological data, WQ data, SW and GW data, data pertaining to various water related infrastructure (existing ongoing and proposed), inter-basin water transfers (existing, proposed), socio-economic data such as agriculture, irrigation, industries, mining, domestic water supply, population (humans and livestock). Spatial data such as LULC, soil texture, topography (DEM). Preparation of database (spatial and non-spatial) (time 4-12 months).
  - (ii) Delineation of the river basin and its relevant sub-basins, defining the assessment units to be tackled for surface water and groundwater (e.g. groundwater bodies or aquifers, entire rivers, river reaches, lakes, wetlands, estuaries or other water bodies); (time 4-7 months).
  - (iii) Review and preliminary analyses of collected data / information from the point of view of assessing their usability for basin modeling exercise by using standard consistency-check procedure, primary or secondary validation and selection of suitable models, identification of data gaps, preparation of recommendation for opening new data collection sites to fill-up identified data gaps for future. (time 6-15 months).

#### **Deliverables: B**

- (i) Document on status and characteristics of delineated river basins and its relevant sub-basins including surface water and groundwater units of assessments (e.g. groundwater bodies or aquifers, entire rivers, river reaches, lakes, wetlands, estuaries or other water bodies). (time – at the end of month 8)
- (ii) Prepare data collection report and database (both geospatial and non-spatial) and integration with India WRIS and NWIC etc. (time – at the end of month 14)
- (iii) Designing of an adequate monitoring network and programme to be established and implemented by the competent authorities in future for effective river basin management. Preparation of report on recommendations for opening new data collection sites to fill-up identified data gaps to support future river basin planning. (time – at the end of month 15)
- (iv) Deliverables for States: Collection, collation, digitization and organization of all above mentioned data (spatial and temporal) including water utilization, demands etc for each State

### **5. 3 C: Institutional, policy, regulatory, and legal setup in the basin/s**

- (i) Collection of data / information on institutional, administrative, regulatory, policy, collaborative and legal aspects in the basin.

- (ii) Review existing institutional mechanism, procedures and ways of managing conflicts and challenges between the involved stakeholders;
- (iii) Assess the needs for setting up of an RBO in the basin.
- (iv) Study of existing policies, laws, regulations, tribunal awards, water sharing agreements, etc.
- (v) Study of existing water supply and demand management – licensing, metering, WU efficiency, water pricing, participatory management, water allocations, priorities, etc.
- (vi) Recommend appropriate changes on above aspects including recommendations about setting up of River Basin Organization (RBO) in the basin.  
(time : sub-activities (i) to (v) 4-28 months and (vi) 28-36 months).

**Deliverable: C :**

- (i) Preliminary Report on review of and recommendations on institutional, administrative, regulatory, policy, collaborative, and legal aspects, procedures and ways of managing conflicts and challenges, water supply and demand management – licensing, metering, WU efficiency, water pricing, participatory management, water allocations, priorities, etc. in the basin. (time – at the end of month 15)
- (ii) Final report on recommendations on institutional, administrative, regulatory, policy, collaborative, and legal aspects, procedures and ways of managing conflicts and challenges, water supply and demand management, etc. (time – at the end of month 33)

**5.4 D: Development of Web-based Decision Support System**

**The setup will consist of development of model, dashboard for update of data, automated information acquisition from various sources, scenario generator and output interface. A water budget model including actual and indirect means such as remote sensing and supporting information will be used. Various activities include:**

- (i) Review and detailed analysis of data / information and procurement of appropriate software for detailed analyses and modeling having the capability of generating water analysis report, animations, report of user defined queries, etc.
- (ii) Assessment of water resources in the basin/sub-basins, its variability in time and space updated with the latest data available on dynamic basis.
- (iii) Spatio-temporal mapping of water resources across the sub-basin/basin based on remote sensing based precipitation, snowmelt land use, cropping pattern, evapotranspiration, soil type, soil moisture, photo-synthesis, water bodies capacity and other features. These estimates will be validated based on physical data and will be transformed into administrative of hydrological scales. The preference will be given to freely available satellite imageries. In case the imageries are required to be procured, the client will organize the procurement of those imageries.
- (iv) Surface and Ground water interactions in order to assess natural ground water recharge, ground water recharge from irrigation commands, base flows, ground water abstractions for various uses (present and projections for future),

- sustainability of ground water utilizations, potential for further ground water development, conjunctive use of surface and ground water, influence of proposed irrigation projects on ground water regime, etc.
- (v) Estimation of various water demands (domestic, livestock, industrial, mining, irrigation, hydropower, thermal power, ecology, etc.) present and future. This may include the use of indirect data including remote sensing based information, energy usage for GW, and census information. Scenarios); analysis of climate change impact on demands and adaptation strategies for various time scenarios.
  - (vi) Scenarios developed based on review of practices adopted globally to compute ecological and environmental flows (e-flows) and recommendation for evidence based national approach for e-flows for Indian river basins.
  - (vii) Assessment of variations in future in response to changes in land-use, land cover and land management as well as under various climate change scenarios for current year, and future.
  - (viii) Water Quality aspects: Assessment of water quality in different reaches of river/tributaries and GW aquifers, diurnal, seasonal variations, impact of various anthropogenic activities in future on the water quality, scenario analysis (prediction of water quality under various scenarios), recommendations for remedial measures for abatement of pollution (structural and regulatory measures) and assessment of their effectiveness through modeling.
  - (ix) Establishing appropriate and comprehensive river basin planning model and decision support system (DSS).
  - (x) Future analyses to be done for different time scenarios for the years 2025 and 2050.
  - (xi) Creation of generic web-based dashboard with plug-in facility of different input & output of different modeling software and mobile application development (user friendly public interface for display of results under various developmental strategies/scenarios) in the form of web services/web tools and its linkage with existing/envisaged portals such as WRIS, etc.
  - (xii) The dashboard should have all features (but not limited to) as described in the attached annexure 2
  - (xiii) Conduct one workshop after development of Model at a prominent / Central place in the basin involving all identified stakeholders with an objective to sensitize them about the purpose, outcomes, benefits, etc. of the modeling exercise.  
(time for all the above activities 6-30 months).

**Deliverable: D:**

- (i) Overview document identifying modelling needs and assessment in the river basin for RBMP purposes; an overview on existing information/datasets to support modelling purposes, available modelling tools and selection of the most suitable ones; (time – at the end of month 6)
- (ii) Preparation of model development report comprising chapters on objectives, study area, methodology/ approach for model development, model and data (both geospatial and non-spatial) used, analysis of various scenarios, projections for future and assumptions made for the study, output of the modeling work in the form of text, analysis, digital maps, GIS layers (raster and vector), graphs, charts,

- confidence limit in result prediction, uncertainty analysis in model development, shortcomings/limitations in the models, results, discussion, conclusions and recommendations, etc.
- (iii) Desired features for modelling software are described in brief in Annexure I. (time – at the end of month 30)
  - (iv) Map based dynamic assessment based on remotes sensing based input with required statistics.
  - (v) Web-based Decision Support System (Dashboard) for the basin, inter-alia, for cost-benefit analysis and impact/ analysis of effects of various interventions, measures, decisions and developments on water availability (surface and ground water) including quality at various locations and for various demands in the basin. The desired minimum features for the dashboard are described in brief in Annexure II. (time – at the end of month 30)
  - (vi) Creation of a user friendly generic web-based dashboard with drop down facility for selecting different basin both list based and map based and with the facilities to plug-in the input and output of different modelling software for display and comparative analysis of results in the form of graphs/ visuals, tables, texts, etc. directly linked with the decision support system. Some descriptive details of the features required for dashboard are mentioned in attached **Annexure II** (time – at the end of month 30)
  - (vii) Setup model and install in CWC servers, setup initial version of DSS with base case scenario; host the dashboard on CWC servers
  - (viii) Deliverables for states: population of data for respective layers from states, and incorporation of state specific scenarios in the dashboard; incorporation of existing models from states into dashboard.

## 5.5 E: IWRM Plan for the basin

- (i) Compile already existing proposal of measures aimed at or affecting the achievement of the objectives, as regards various issues including water quality, quantity and biodiversity, etc.;
- (ii) Identify alternative measures to close the gaps between the supply and demands of all water sectors and improvement in performance of water resources projects. Recommendations for supply side and demand side water management alternatives.
- (iii) Economic analysis of the suggested river basin scenarios/intervention as well as time frame required to make them operational.
- (iv) Select the most cost-effective measures, taking into considerations the trade-offs between States, sectors, the environment and the provision of ecosystem services and the vulnerable such as the poorest. Identify who pays for and who benefits and who loses with the implementation of the measures;
- (v) Assess the climate resilience of the proposed measures, and include measures for climate change adaptation;
- (vi) Review of model and updating of parameters based on the model performance and improving model results.

- (vii) Incorporation of changes in model in case data from new station/sources become available.
  - (viii) Updating of scenarios along with DSS and dissemination.
  - (ix) Preparation of Implementation roadmap.
  - (x) Conduct one workshop after development of IWRM Plan at a prominent / central place in the basin involving all identified stakeholders to share the possible scenarios and their benefits/outcome.
- (time for all the above activities 24-36 months).

#### **Deliverable: E:**

- (i) Report on Programme of Measures (PoM) including:
    - a. All existing and new measures needed to achieve the objectives for all KWMIIs and referring to all water sectors;
    - b. Both structural and non-structural measures to be included;
    - c. Associated costs to all measures and options of funding;
    - d. Cost-effectiveness analysis of measures;
    - e. Cost-benefit analysis;
    - f. Recommendations for maintaining e-flows by reviewing adopted practices globally;
    - g. Analysis of cross-cutting issues including climate resilience of the proposed measures;
- (time – at the end of month 36)

#### **5.6 F: Training, Capacity Building and dissemination to stakeholders**

- (i) Build the capacity of existing institutions by their involvement in the development of the tasks (learning by doing), and with the aim of fostering the cooperation between these institutions in sharing data, knowledge and procedures;
- (ii) Preparation and implementation of training and workshop plan during the project for each basin.
- (iii) Conduct training programs during the Consultancy period for officials of Central Government, State Governments, research and educational institutions, etc., at a central/ prominent location in the basin and/or at New Delhi.
  - a. Package – I: 16 training programs (2 in each State and two in New Delhi) with maximum of 20 participants from Central and State organisations.
- (iv) Training programs will be aimed at imparting required basic and advanced knowledge of the theoretical concepts, analysis and processing of data, preparation of data bases, working on the software/models used for the study, working with GIS/ remote sensing data, trouble shooting, etc. The training programs will mostly consist of hands on practice with supporting lectures and interactions. The trainees will be assigned certain tasks to be completed before next training program along with requisite resources such as manuals, software, notes, etc. so as to ensure better understanding on their part.
- (v) Conduct Training of Trainers (TOT) for selected officials (out of those who have participated in regular training programs) with an objective to transfer all the relevant knowledge, experience, technology, etc., to make them self-sufficient to



carry forward the work done during the project duration and train more officials of central and state governments.

- a. Package – I: The program will consist of 2 number of intensive training programs of a total of 4 weeks duration (2x2 weeks) conducted at reasonable intervals with assignment of tasks for a total of 20 number of Central and State officers.

(time for all the above activities 12-36 months).

**Deliverable: F:**

- (i) To prepare a training plan including the plan for training of trainers with outline of contents, faculty, skills/knowledge to be developed, software/ resources to be used, data needs, prerequisites, etc. The plan may have to be modified based on participant's feedback and requirement during initial training. (time – 4-30months)
- (ii) Reports of regular training programmes, Training of Trainers programme, workshops which will, inter-alia, include the information such as details of faculty/ resource persons and participants, topics/ subjects covered, resources/ course material/ software used and provided to the participants, skill/knowledge developed, feedback from and performance of the participants, places/institutions/ projects/ facilities visited, interactions held, photographs, etc. Participants will be provided with certificates of their participation in each of the programmes. (time – 12-48months)
- (iii) Deliverables for states: Similar training reports for respective states

**5.7 G: Maintenance and Updating of model**

- (i) Maintenance and periodical updating of the model including updating of software used for the models. (time 36-48 months).
- (ii) Annual Maintenance and update of DSS Dashboard to be developed during the consultancy for 4 (four) year after warranty period.

**5.8 H: Project Management and Coordination of Project Activities**

- i. Preliminary identification of the elements to be addressed as part of basin-wise activities listed in paras 1 to 7 above in a coherent way in order to ensure consistency and comparability of methodologies/approaches, data, software, outcomes, etc. – eventually in the form of a Whitepaper to be presented during Inception Workshop. (time 0-3 months)
- ii. To provide guidance for the development of the basin-wise activities, standardization of data formats, formats of various reports, standardization of DSS and dashboard, etc; (time 0-6 months)
- iii. Identify and study global best practices, experiences and lessons learnt from implementation of basin planning efforts of successful RBO models and recommendations about feasibility of their replicability in India and sharing of the same with the officials of central and state governments involved in the study in various basins. (time 3-9 months)
- iv. Generate a specific website dedicated to the RBMP process. (time 0-6 months)

- v. Maintaining and updating the site during the time span of the project and ensuring operation option afterwards by integrating the same with IndiaWRIS, NWIC, etc. and transferring technology, knowledge etc. to officials of Central and State Organisations; (time – 6-48 months)
- vi. To convene kick-off meeting (in month 1) and half-yearly review and coordination meetings for all the basins to review the progress, identify bottlenecks/constraints, provide solutions and take corrective measures and provide a platform for sharing knowledge/ experiences and coordination between different stake holders (time – 1-48 months).

### **Deliverables: H**

- i) Preparation of agenda notes, minutes, follow up action on decisions taken during the meetings and preparation of Action Taken Report for all the scheduled meetings. (time – 4-48 months)
- (ii) Preparation of annual progress report of the work carried out during the year clearly indicating the planned and actual achievements, interim results/ findings, works proposed to be taken up in future, bottlenecks/ constraints experienced, remedial actions taken/ proposed, etc. (time at the end of 12, 24, 36 and 48 months)
- (iii) Final report and prepare peer-reviewed papers for a joint publication. Consultant shall submit the final report to the client in hard copies (25 set) and about 50 soft copies in CD/DVD. (time – at the end of month 42)
- (iv) Development of technical user manuals and online help facilitating easy use of the DSS and the dash board and troubleshooting. Provide 10 hard copies of the user manuals and also soft copies. (time – at the end of month 36)
- (v) Preparation of manual for providing guidance for the development of the basin-wise activities, data requirements, model/ software requirements, broad approach/ methodology and providing standardized formats for reports, databases, DSS and dashboard, etc. (time - at the end of month 9)
- (vi) Launching of specific project website. The website will contain all the information relevant to the project such as salient features, project hydrology, whitepaper and manual [as mentioned in items (i) and (ii) above], details of basin-wise studies such as name and contact details of the consultants, their team, key personnel in the state and central government departments/ agencies, plan of activities, various reports prepared during course of the project; notices, agenda, minutes, action taken reports of various meetings; reports of training programmes, workshops, databases, interim and final results and analyses, DSS, dashboard, etc. The plan of the website may be finalized in consultation with relevant stakeholders. (time - at the end of month 3)
- (vii) Maintenance and updating of the website. (time – for the entire duration of the project)
- (viii) Establish a framework to support IndiaWRIS/ NWIC regarding data management and outreach. Linking of the project website with IndiaWRIS/ NWIC (time 6-12 months)
- (ix) Handing over the control of the website to NWIC/ CWC along with requisite knowledge/ technology, resources for continued operation and maintenance of the same. (time - at the end of the project)

- (x) Convening all the scheduled meeting as listed in activities, preparation of agenda notes, supporting material and minutes of such meetings, follow-up on the decisions taken, action taken reports, etc. (time – for the entire duration of the project).
- (xi) Install and operate a helpdesk to support and coordinate basin-wise activities. (time – 3 - 48months).
- (xii) Monitoring and Assessment of basin wise activities to evaluate project progress and success by devising and applying appropriate indicators and criteria. (time 4 - 48months)
- (xiii) Quality Assessment of key deliverables of basin-wise activities. (time 4 - 48months)

## 6.0 Responsibilities of Consultant

- (i) Conduct and complete the consultancy as per the agreed TOR and scope of the consultancy.
- (ii) The consultants will have to collect data from different agencies/networks as required for the study which will include conducting field visits for data collection. Consultant has to bear all expenses on data collection except cost of data, if any. The cost of data shall be reimbursed to the consultant, if any.
- (iii) Undertake digitization/data conversion, reformatting, etc. of data as needed for modelling.
- (iv) Consultant has to provide all software, data, and commented source code of all applications after the completion of the consultancy to the client.
- v) Identification of required license free(without cost of license during and beyond project period including all its upgrade)/ public domain modeling software/suites of models, compatible hardware, system covering all aspect of Basin Planning and output dissemination (Including all necessary, software, hardware and web system) in real time. The consultant should identify other required software like GIS, remote sensing, database management, web hosting and data dissemination, data visualization. These ancillary software should be compatible with modeling software and should be license free / public domain software.
- vi) The consultant should identify compatible hardware for above applications.
- vii) Procurement of all hardware and software by the consultant during project period, if required, in consultation with client and to be handed over to the client after completion of the consultancy (cost shall be reimbursed).
- (viii) Consultant will establish an office in each one of the States concerned by the corresponding river basin, to help deliver sustainable project outcomes. This will also facilitate capacity building and reduce overall cost. The consultant will be responsible for all the logistic for training and workshop and shall bear all cost.
- (ix) Conduct field visits / ground truth visits of the basin to understand various aspects / issues in the basin and also to verify model results, as and when required.

## 7.0 Client's responsibility

The following amenities to be arranged by the Client:

- (i) Office space in each basin state to develop model and deliver project outcomes
- (ii) Office space at New Delhi for project implementation.
- (iii) The client will provide access to all the data/ information available with them and needed for the study including data/ information available on India-WRIS, free of cost and facilitate the process of data collection from other Central Government, State Governments or other agencies by issuing permissions, authorization letters, etc.
- (iv) All expenses on account of cost of data, if any and also for travel, stay and daily allowances in respect of their own personnel for various activities under the study have to be borne by the client.

The potential sources of data are:

S.No	Type of Data	Source
1.	DEM	SoI/NRSC (SoI/NRSC shares the DEM on chargeable basis), SRTM, ASTER GDEM.
2.	Satellite Imageries/LULC/Soil data	NRSC,NBSS-LUP/India-WRIS/state agencies
3.	HO and Met data	CWC/State Government/IMD
4.	Gridded Rainfall/QPF/other Satellite based precipitation estimates	IMD/ TRMM/ NOAA/ GPM/JAXA/other agencies
5.	Demand/utilization data	State Govts, Central Govt/agencies s
6.	Hydraulic infrastructure data(Dam, barrages, weirs etc)	Project authorities/WRD of State Govts
7.	Other relevant data	From State/Central agencies

## 8.0 Consultant Team

### Package – II: Mahanadi basin

Package/Sub-Package	Agency
<b>Macro Package</b>	CWC
<b>Micro-1</b>	Odisha
<b>Micro-2</b>	Chhattisgarh

Discipline of the Consultant	Qualifications and Experience	Key Role	Suggested Man-Months		
			Macro package	Micro Package	
				1	2
Team Leader (International)	<ol style="list-style-type: none"> <li>1. Masters' degree or above in Water Resources/ Hydrology.</li> <li>2. Knowledge of hydrological/basin planning modeling concepts and tools.</li> <li>3. Total experience of 20 years with at least 15 years working experience in basin planning/IWRM.</li> <li>4. Handled at least two projects as a Team Leader/Dy Team leader in a project of international character in basin planning/IWRM.</li> <li>5. Experience in management of team of at least 5 people.</li> <li>6. He/she must be fluent in English.</li> </ol>	<ul style="list-style-type: none"> <li>• Project Management</li> <li>• Reports</li> <li>• Deliverables</li> <li>• Organization of Trainings</li> <li>• Coordinate the modeling efforts</li> <li>• Focal person for interaction with client</li> <li>• Lead in presentations and workshops</li> <li>•</li> </ul>	24  (21 in study phase + 3 months, intermittently, in maintenance phase)	-	-
Deputy Team Leader/ Hydrologist	<ol style="list-style-type: none"> <li>1. Masters' degree or above in Water Resources/ Hydrology.</li> <li>2. Knowledge of hydrological/basin planning modeling tools</li> <li>3. Total experience of 15 years with at least 10 years working experience in basin planning/IWRM.</li> <li>4. Handled at least one project as a Team Leader/Dy. Team leader in a project on basin planning/IWRM.</li> <li>5. He/she must be fluent in English.</li> </ol>	<ul style="list-style-type: none"> <li>▪ Assist the team leader in man power /project management</li> <li>▪ Environmental flows and habitat modeling for rivers and flood plains.</li> <li>▪ Water/ Environmental management, strategic communication and ecology.</li> </ul>	28	-	-
Senior Water	<ol style="list-style-type: none"> <li>1. Masters' degree or above in Water Resources/ Hydrology.</li> </ol>	<ul style="list-style-type: none"> <li>• Review of Data</li> <li>• Data quality check and</li> </ul>	16	-	-

Discipline of the Consultant	Qualifications and Experience	Key Role	Suggested Man-Months		
			Macro package	Micro Package	
				1	2
resource modeler.	<ol style="list-style-type: none"> <li>Total experience of 15 years with at least 10 years working experience in various aspects of basin modeling such as hydrological modeling, demand modeling, water allocation modeling / GIS use for modeling, scenario planning and analysis including climate change scenarios etc.</li> <li>Proven experience in setting up models for basin analysis/scenario planning in large river basin.</li> <li>Experience in integrating basin elements with climate changing impacts and with others information system/ databases.</li> <li><b>Desirable:</b> Basic knowledge of scripting and data exchange with multiple models / software / data automation.</li> </ol>	<ul style="list-style-type: none"> <li>gap filling for modeling</li> <li>Setup, calibrate and validate the models.</li> <li>Ongoing improvement in models with recalibration and incorporation of new data</li> <li>Interlinking and data exchange between various models</li> </ul>			
Junior Modelers Surface water	<ol style="list-style-type: none"> <li>Master degree in Hydrology, or Water Resources engineering.</li> <li>Total experience of 10 years with at least 5 years working experience in basin modeling / GIS use for modeling.</li> <li>Extensive knowledge of surface water modeling tools; should have a very good experience with rainfall- run-off modeling, catchment characteristics analysis</li> <li>Desirable: experience in application Software Development / design/ scripting in Water resources sector.</li> </ol>	<ul style="list-style-type: none"> <li>Review of Data</li> <li>Data quality check and gap filling for modeling</li> <li>Setup, calibrate and validate the models</li> <li>Ongoing improvement in models with recalibration and incorporation of new data</li> <li>Surface-Ground water interaction ,ground water analysis and modeling , hydrogeology</li> </ul>	30	20	20

Discipline of the Consultant	Qualifications and Experience	Key Role	Suggested Man-Months		
			Macro package	Micro Package	
				1	2
Junior Modelers (groundwater)	<ol style="list-style-type: none"> <li>1. Master degree in Hydrogeology or Water Resources engineering.</li> <li>2. Total experience of 10 years with at least 5 years working experience in basin modeling / GIS use for modeling.</li> <li>3. Extensive knowledge of ground water modeling tools; should have a very good experience with groundwater modeling and geo-physical mapping</li> <li>4. Desirable: experience in application Software Development / design/scripting in Water resources sector.</li> </ol>	<ul style="list-style-type: none"> <li>▪ Review of Data</li> <li>▪ Data quality check and gap filling for modeling</li> <li>▪ Setup, calibrate and validate the models</li> <li>▪ Ongoing improvement in models with recalibration and incorporation of new data</li> <li>▪ Surface-Ground water interaction, ground water analysis and modeling , hydrogeology</li> </ul>	12	8	8
Water Resources Economist	<ol style="list-style-type: none"> <li>1. Master's degree in economics.</li> <li>2. Total experience of 15 years in water resources economics.</li> <li>3. Desirable: experience for application of economic indicators in the river basin modeling.</li> </ol>	<ul style="list-style-type: none"> <li>▪ Ecosystem services assessments.</li> <li>▪ Social and cultural value assessments.</li> <li>▪ Help the modelers in developing socio-economic indicators</li> </ul>	9	-	-
GIS/RS specialist	<ol style="list-style-type: none"> <li>1. Master's/M.Sc. Geography/Geo-Sciences with specialization in GIS/RS. M.Tech in GIS/RS would be an added advantage.</li> <li>2. 10 year experience in RS/GIS applications for resource mapping, preparation and integration of GIS datasets, experience in integrating global satellite derived data; experience in hydrologic application, Spatial/3D analysis and customization using</li> </ol>	<ul style="list-style-type: none"> <li>▪ Assist the modelers for spatial dataset generation</li> <li>▪ Help in procuring / processing Spatial data</li> <li>▪ Analysis of remote sensing imageries</li> <li>▪ Help the modeler in data exchange among various models and dashboard</li> </ul>	14	-	-

Discipline of the Consultant	Qualifications and Experience	Key Role	Suggested Man-Months		
			Macro package	Micro Package	
				1	2
	scripting and experience as GIS/RS specialist.				
GIS Expert	<ol style="list-style-type: none"> <li>1. Master's/M.Sc. Geography/Geo-Sciences with specialization in GIS/RS. M.Tech in GIS/RS would be an added advantage.</li> <li>2. 10 Years experience in RS/GIS applications for resource mapping, preparation and integration of GIS datasets, experience in integrating global satellite derived data; experience in hydrologic application, Spatial/3D analysis and customization using scripting and experience as GIS/RS specialist.</li> </ol>	<ul style="list-style-type: none"> <li>Assist the modelers for spatial dataset generation</li> <li>Help in procuring / processing Spatial data</li> <li>Help the modeler in data exchange among various models and dashboard</li> <li>Analysis of remote sensing imageries</li> </ul>		10	10
Water Quality Modeller (International)	<ol style="list-style-type: none"> <li>1. Masters' degree in relevant field.</li> <li>2. 10 years' experience in WQ modeling.</li> <li>3. Atleast 5 years experience in developed countries</li> </ol>	<ul style="list-style-type: none"> <li>water quality modeling</li> <li>WQ data analysis and its validation</li> </ul>	4	-	-
Water Quality Specialist	<ol style="list-style-type: none"> <li>1. Masters' degree in relevant field.</li> <li>2. 10 years experience in WQ modeling assessment.</li> <li>3. Atleast 5 years of experience in water quality assessment of riverine system in India</li> </ol>	<ul style="list-style-type: none"> <li>water quality modeling</li> <li>WQ data anylysisanalysis and its validation</li> </ul>	4	-	-
Agriculture specialist	<ol style="list-style-type: none"> <li>1. Masters' degree in Agriculture Engineering / Science</li> <li>2. Modeling experience of 10years</li> </ol>	<ul style="list-style-type: none"> <li>Assist in Irrigation planning and suggest cropping pattern and develop strategies in this regard.</li> </ul>	4	6	6



Discipline of the Consultant	Qualifications and Experience	Key Role	Suggested Man-Months		
			Macro package	Micro Package	
				1	2
Meteorologist	1. Masters' degree in Meteorological Science / Climate Science / WRM 2. Modeling experience of 15 years	<ul style="list-style-type: none"> <li>Development of climate change strategies</li> <li>Development of climate change scenario</li> <li>Assist the modelers in developing climate scenarios</li> </ul>	6	-	-
Environmental Expert (International)	1. Masters' degree in Environmental Science / WRM Modeling experience of 15 years 2. At least 5 years experience in developed countries on assessment of environmental flow	<ul style="list-style-type: none"> <li>Environmental flows and habitat modeling for rivers and flood plains.</li> <li>Water/ Environmental management, strategic communication and ecology.</li> </ul>	6	-	-
Senior Institutional / Legal / Policy Expert (International)	1. Masters' degree in Law / Administration or any other related subject. 2. Experience of 15 years in handling Policy / Institutional / Legal matters in the field of Water Resources	<ul style="list-style-type: none"> <li>Development of policy and legal framework</li> <li>Suggestion for RBO</li> </ul>	4		
Institutional / Legal / Policy Expert	1. Masters' degree in Law / Administration or any other related subject. 2. Experience of 10 years in handling Policy / Institutional / Legal matters in the field of Water Resources.	<ul style="list-style-type: none"> <li>Development of policy and legal framework</li> <li>Suggestion for RBO</li> </ul>	4	3	3
Database	1. Graduate in Engineering in Computer	<ul style="list-style-type: none"> <li>Automation of system</li> </ul>	10	-	-

Discipline of the Consultant	Qualifications and Experience	Key Role	Suggested Man-Months		
			Macro package	Micro Package	
				1	2
specialist	Science/IT 2. 10 year experience in data base applications for Database, web management etc ; 3. Experience in standard database packages like Oracle, MySQL, Post GRE SQL etc and experience in developing database specific schema, queries and interfaces Extensive experience in scripting using Python or related tools	from data collection to dissemination <ul style="list-style-type: none"> <li>• Development of framework for data collection and its dissemination.</li> <li>• Experience in management of data and its depiction as useful information on which policy decision could be taken.</li> <li>• Write scripts for exchange of data between various formats and models</li> </ul> Develop and maintain dashboard / website Assist in procuring hardware / software			
Programmer/ web management specialist	1. Graduate in Engineering in Computer Science/IT 2. 10 year experience in development IT software with at least 5 years in Water Resource field, web management etc ; 3. Extensive experience in scripting using Python or related tools	<ul style="list-style-type: none"> <li>• Automation of system from data collection to dissemination</li> <li>• Write scripts for exchange of data between various formats and models</li> <li>• Develop and maintain dashboard / website</li> </ul>	30	-	-

Discipline of the Consultant	Qualifications and Experience	Key Role	Suggested Man-Months		
			Macro package	Micro Package	
				1	2
		<ul style="list-style-type: none"> <li>Assist in procuring hardware / software</li> </ul>			
Technical Liaison Officer cum Data Entry Operator	1. Graduate in any discipline with 2 years Experience in Data Entry		36	18	18
Technical Support Staff	Graduate in any discipline. He should have basic knowledge of computer.		2x48=96	48	48
Other Support Staff	Matriculate		2x48=96	48	48

### **9.0 Handling Restricted Data**

- (i) The Consultants, their sub-consultants and the personnel of either of them shall not, either during the term of the project or after the expiration of this contract, disclose any proprietary or confidential information related to the Project, the services, this contact, or the Client's business or operations without the prior written consent of the Client. Certain data/ maps/ information, etc. which may be used in development and operation of basin models or for any other part of the study may be considered 'restricted' and therefore, the guidelines of Ministry of Defense, Ministry of WR, RD & GR or any other Ministry of Government of India or the guidelines, if any, of the concerned State Governments in this regard should be strictly followed by the Consultants, their sub-consultants and the personnel of either of them handling such data/ maps/ information, etc.
- (ii) Confidentiality and non-disclosure Agreements are to be signed by the Consultant firm, as well as the individual Consultants appointed for working on the study.

### **10.0 Requisites for the involved State authorities**

The whole-hearted and active participation of co-basin states will be crucial for undertaking the consultancy studies and development of RBMPs. In case, the requisite data are not made available in time, the project may get delayed and may have time and cost over-runs. The State authorities benefitting from this consultancy are required to undertake the following actions:

- (i) Designate a senior level officer as an aligned counterpart for all activities related to this initiative and ensure his continuity during the study period;
- (ii) Designate a dedicated team of 3 to 4 junior/ middle level officers having appropriate aptitude and competence to be associated with the study and participate in all the meetings, workshops, training programmes and activities between these events, etc. as these officers shall also be imparted advanced trainings on IWRM.
- (iii) Ensure coordination within the different entities of the State administration related to water;
- (iv) Support the work of the consultants and to facilitate existing datasets and relevant documents and information in a timely manner;
- (v) Prepare for and participate in quarterly coordination meetings at the river basin level, as well as the half yearly coordination meetings and other meetings, as well as to ensure a proper follow-up of the commitments agreed at these meetings;

### **11.0 Oversight and Monitoring of the Project**

- i) A Joint Evaluation Committee comprising members from Central and State organizations would evaluate EoI and RFP for the above study as per the World Bank Guidelines for

Quality & Cost Based system (QCBS) for procurement of Consultancy. Nodal officer of NHP

- ii) Monitoring Committees would be constituted for all the Micro and macro level studies.
- iii) An Oversight and Monitoring Committee, under the chairmanship of Additional Secretary, MoWR, RD& GR with officers from Central / State Govts, as well as eminent experts, either in their individual capacity or representing research / academic institutions will be formed to oversee, monitor, and guide the project. – Principal secretary/Secy.

### **12.0 Duration of Consultancy**

Total duration of study is four years (Study period for 3 years plus warranty /maintenance phase of 1 year).

## Annexure-I

### **Annexure I: Key features of the modeling software / tool**

#### ***Simulation***

The modeling core should allow simulation of all components of hydrological cycle including rainfall runoff, snow melt runoff, infiltration, deep percolation, evaporation, groundwater dynamics, surface – groundwater interactions, soil moisture, water quality etc. The models should be seamlessly integrated with each other while exchanging information at each time step. The spatial and temporal resolution should be flexible and user selectable.

#### ***Optimization***

The model should be able to perform simulation using sensitivity analyses, auto calibration and multi criteria optimization including user priorities, policies and result visualization. The optimization module should have functionality to optimize reservoir operation for multiple stake holders and optimizations for cascade of reservoirs for maximizing the benefits.

#### ***Analysis***

The model should have tools for data analysis, validation, time series visualization, comparison, management, conversion and provision for incorporating remote sensing imageries for water balance studies.

#### ***Linking***

The model should be equipped with [Open MI Interface](#) which allows it to be coupled with other Open MI compliant models. The model should have stand alone interface for import and export of data in various common formats like excel, csv, xml, mdb etc.

#### ***Link Node Approach***

The model should have various types of nodes like user nodes (domestic, industrial, agricultural, hydropower, environmental etc) infrastructure nodes (storage reservoir, hydropower reservoir, pumped storage reservoir, Diversion, Distribution canal, Pipeline, Inline power plant, Inline pumping plant etc) and river basin geometry nodes (River Reach, Confluence, Bifurcation, Stream gauge, Control Point, rainfall runoff catchments, groundwater catchments, aquifers etc)

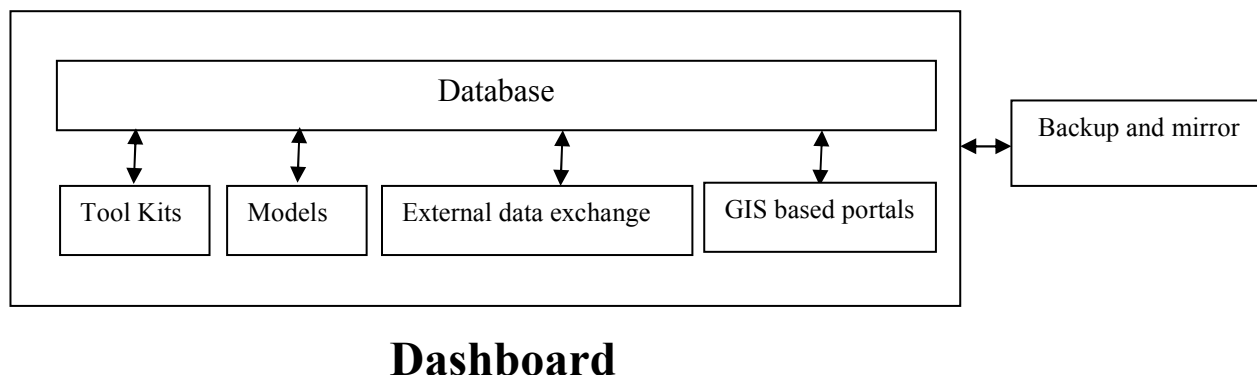
#### ***Model Interface***

The model should have a user friendly interface and documentation. The user should be able to change data, parameters, inputs, spatial and time scale of simulation, split the catchment into two or join the neighbouring catchment into one node, or such similar changes in the model interface. The user should not need to update text file at backend, run batch file or script etc. to make these changes. The interface should be available to incorporate such changes and run scenarios. Similar the linkages to other models should be updated automatically without any programming or scripting needs at user end.

## Annexure-II

**Annexure II : Key features of the dashboard*****Database features***

- Should be based on free database software like postgres-sql, my sql etc
- Ability to install and access database in local computer or install and access database from remote server
- Privileges for different level of users for different level of access, in the form of read only access, administrative access, limited access, limited period access, independent workspace access etc.
- Data import and export features from common formats like excel, text, xml, GIS shape files, mdb etc.
- Ability to communicate with national database via web services for import and export of data. This would include ftp exchange, database queries, web service, http web crawlers, web queries etc between the dashboard and India WRIS, e-SWIS, flood forecasting portal etc.

***Flexibility***

- Flexibility of the dashboard to apply on more basins (other than the scope of current consultancy) in India. Comprehensive documentation should be provided to enable the client to replicate the dashboard for other basins without any technical support from consultant.
- No need for additional license for installing on multiple servers, national or local server, different servers for other basins
- Ability to host large (unlimited) number of simultaneous users, subject to hardware capacity constraints
- Support for upgrade of software for a period of 5 years after completion of warranty period without any additional cost to client. The support would include upgrades, bug fixes, updates to operating systems etc.

### ***Toolkit***

- Tool kit for processing time series data (features like converting from hourly daily to monthly, seasonal, annual etc.)
- Development of various time series products like conversion to flow duration curve, development of dependable, dry, wet normal year time series from historical records
- Scale conversion like conversion of point data to grid, thiessen polygons, sub-basin averages etc
- Plot and analyze multiple time-series like comparison of rainfall with groundwater levels, comparison of various rainfall stations, statistical indicators between two time series, normal distribution, correlation coefficients between bi-variant and multi-variant data, etc
- GIS tool kit for vector and raster data management, conversion of raster data into polygon averages, conversion from one scale to another scale (like conversion of sub-basin rainfall to district rainfall, conversion of district population to basin population, point rainfall to grid rainfall, or any such combination). The conversion should be possible from any spatial scale (administrative, basin, sub-basin, point, polygon, grid etc) to another or any temporal scale (hourly, daily, weekly, monthly, seasonal, annual etc) to another by using suitable logics and conversion factors.
- Tool kit for unit conversion, to enable on the fly unit conversion for various data series like distance, flows, volumes, temperatures, depths, velocities, rates, pressure, times, weights etc)
- Tool kit for incorporating remote sensing layers as dynamic inputs to models. This would include automatic calculation of indicators like NDVI, evapo-transpiration, irrigated area, command area etc from classified imageries.

### ***Interface***

- Plotting and editing of data as time series, graphs, export, import etc.
- Online tools to generate statistical values like averages, mean, median, standard deviation of various time series data, historical averages, moving averages, comparison among multiple years, correlation coefficients and curve fitting etc
- Online tools for generating unit hydrographs, generate upstream catchment for given reservoir or gauge point, etc
- Summaries of reservoir storage, groundwater availability by basin scale, sub-basin scale or district / state level.
- GIS based graphs for rainfall distribution, rainfall isohyets, soil moisture (from monitoring or as model output) etc.



### ***Modeling***

- Register various existing off-the-shelf models into dashboard by providing model connectors, adaptors and open MI interface
- Options to add/delete various user nodes like irrigation, reservoir, industrial and domestic demands, environmental demands, diversion structures, water bodies, hydropower etc
- Provision to calculate irrigation demands based on land use, cropping pattern, soils, evapo-transpiration etc based on remote sensing imageries and ground statistics.
- Option to change various demand and supply time series, change water shares, percentages for each node and for various stakeholders
- Linkages with rainfall-runoff models and incorporation of various existing popular rainfall-runoff models
- Ability to run models with long term forecasted data and seasonal outlook with downscaling features for forecasted data.
- Modules for reservoir operation, incorporation and generation of operating rules, modules for optimizing reservoir operation based on user supplied priorities and objective function
- Scripting support in model interface to incorporate various demand and supply options

### ***Scenarios***

- Comparison of multiple scenarios through interface and evaluation against base case
- Comparison of various performance indicators like social, financial, economic, environmental, water use indicators and agricultural indicators etc
- A decision matrix with various indicators and various scenarios for aiding the decision makers in planning and system operation
- Ability to generate various demand based scenarios (like changing agricultural and industrial demands, changing hydropower demands, modifying environmental flow demands etc) and supply based scenarios (like change in flow due to climate change, addition of various reservoirs and tanks, inclusion of various diversion and inter-basin transfer scenarios etc)
- Scripting and customization support for various indicators like rate of return, cost of production, cost benefit ratio for various development scenarios
- Ability to design new scenarios on the fly based on existing scenarios

### ***Synchronized Outputs***

- Update the web page on real time reservoir storage. The storage should be available in the form of volumes, comparison with previous years, average over different hydrologic and administrative boundaries like sub-basin, state, district etc.
- Update the web page on real time groundwater balance. The balance should be available in the form of storage, recharge and abstractions, comparison with previous years for basin, sub-basin, aquifer, district and state level.

- Update the web portal on Water availability in rivers. The availability should be available in the form of flow rate at each river reach along with comparison with historical trend.

### ***System availability***

- All the features described above should be available to user online, by using just a browser without any requirement to install software or license on local computer.
- The user should have flexibility to install a local copy of dashboard for offline generation of scenarios, training, hands-on practice etc
- The user should have option to either utilize national database for offline installation or replicate national database on local computer for offline development of scenarios

### **Security**

- The website should confirm to all security requirement and necessary certificates to that effect and should be procured by the Consultant and handed over to the Client.

PART II –CONDITIONS OF CONTRACT AND CONTRACT FORMS

**STANDARD FORM OF CONTRACT**

# **Consultant's Services**

Time-Based

(Macro package for Central Water Commission)



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**CONTRACT FOR CONSULTANT'S SERVICES**  
**Time-Based**

**Project Name** \_\_\_\_\_

**[Loan/Credit/Grant] No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
*Central Water Commission, Ministry of Water Resources, River Development and Ganga  
Rejuvenation*

**and**

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

**Dated: {insert date}**

## I. Form of Contract

### TIME-BASED

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

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract(including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused 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 of the Client – name, title and signature]*

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

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

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



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

*[Name of the lead member]*

---

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

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



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (a) “Applicable Guidelines” means the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 (“Consultants’ Guidelines”).
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) “Foreign Currency” means any currency other than the currency

of the Client's country.

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

## **2. Relationship between the Parties**

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

## **3. Law Governing**

3.1. This Contract, its meaning and interpretation, and the relation

<b>Contract</b>	between the Parties shall be governed by the Applicable Law.
<b>4. Language</b>	4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>5. Headings</b>	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
<b>6. Communications</b>	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
<b>7. Location</b>	7.1. The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
<b>8. Authority of Member in Charge</b>	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
<b>9. Authorized Representatives</b>	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
<b>10. Corrupt and Fraudulent Practices</b>	10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in <b>Attachment 1</b> to the GCC.
<b>a. Commissions and Fees</b>	10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in

termination of the Contract and/or sanctions by the Bank.

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

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

be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

**b. No Breach of Contract**

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

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and

necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

## **18. Suspension**

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

## **19. Termination**

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

### **a. By the Client**

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;



- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the  
Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of  
Rights and  
Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in

Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

**a. Standard of Performance**

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

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

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law  
Applicable to  
Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

**21. Conflict of  
Interests**

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

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the

exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consultingservices resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**22. Confidentiality**

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

**23. Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

**24. Insurance to be Taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

**26. Reporting Obligations**

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

**27. Proprietary Rights of the Client in Reports and Records**

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

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

**28. Equipment, Vehicles and Materials**

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

Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

## **B. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

### **29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

### **30. Replacement of Key Experts**

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

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

### **31. Approval of**

31.1 If during execution of the Contract, additional Key Experts

**Additional Key Experts**

are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

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

**32. Removal of Experts or Sub-consultants**

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

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

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

**33. Replacement/ Removal of Experts – Impact on Payments**

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

**34. Working Hours, Overtime, Leave, etc.**

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

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

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for

leave purposes will not delay the progress and or impact adequate supervision of the Services.

### **C. OBLIGATIONS OF THE CLIENT**

#### **35. Assistance and Exemptions**

35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

#### **36. Access to**

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which



<b>Project Site</b>	access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
<b>37. Change in the Applicable Law Related to Taxes and Duties</b>	<p>37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1</p>
<b>38. Services, Facilities and Property of the Client</b>	<p>38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (<b>Appendix A</b>) at the times and in the manner specified in said <b>Appendix A</b>.</p> <p>38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in <b>Appendix A</b>, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.</p>
<b>39. Counterpart Personnel</b>	<p>39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in <b>Appendix A</b>.</p> <p>39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in <b>Appendix A</b>, 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 GCC 41.3.</p> <p>39.3 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</p>

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.

#### **40. Payment Obligation**

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

### **D. PAYMENTS TO THE CONSULTANT**

#### **41. Ceiling Amount**

41.1 An estimate of the cost of the Services is set forth in **Appendix C**(Remuneration) and **Appendix D**(Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

#### **42. Remuneration and Reimbursable Expenses**

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

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

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

42.5 Any rates specified for Experts not yet appointed shall be

provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

#### **43. Taxes and Duties**

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

43.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

#### **44. Currency of Payment**

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

#### **45. Mode of Billing and Payment**

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

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- (b) The Itemized Invoices. 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 interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice

that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts 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 invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) 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.

#### **46. Interest on Delayed Payments**

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

### **E. FAIRNESS AND GOOD FAITH**

#### **47. Good Faith**

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

**F. SETTLEMENT OF DISPUTES****48. Amicable Settlement**

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

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

**49. Dispute Resolution**

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



## General Conditions

### Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

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

##### “Fraud and Corruption

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>9</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>10</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>11</sup>;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>12</sup>;

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<sup>9</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>10</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>11</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>13</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>14</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>12</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>13</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>14</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.



### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<b>The Contract shall be construed in accordance with the law of India.</b>
4.1	<b>The language is English</b>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client: Central Water Commission, Ministry of Water Resources, River Development and Ganga Rejuvenation.</p> <p>Attention : <b>Director (RDC-I)</b>, Central Water Commission, 2<sup>nd</sup> Floor, Wing-4, West Block 1, R K Puram, New Delhi – 110066, India, Phone: 011-26100285, Fax: 011-26181267, Email: rdccte-cwc@nic.in</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> Nodal Officer, NHP, Central Water Commission (CWC)</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	<b>The effectiveness conditions are the following:</b> After signing of the contract by the Client and the Consultant
12.1	<b>Termination of Contract for Failure to Become Effective:</b>

	<b>The time period shall be six months.</b>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p>The number of days shall be 30 days after signing of the contract by the Client and the Consultant</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert within 7 days.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be 48 month or such other time period as the parties may agree in writing.</p>
<b>20.2</b>	<p><b>GCC clause no. 20.2 shall be modified as below:</b></p> <p>The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. In case, the team of consultant(s) of any micro package(s) fails to carry out its obligations or to provide the services as specified in the RFP, the firm/ team of consultant at Macro will complete the obligations of Micro package by engaging additional manpower or with existing manpower as the case may be.</p>
<b>21</b>	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes</p>
<b>23.1</b>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>“Limitation of the Consultant's Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</li> </ul> <p>(b) This limitation of liability shall not</p>

	<p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in India", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of India.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage of:</b> the total amount of the Contract;</p> <p><b>(b)</b> Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-</p>

	<p>consultants, with a minimum coverage as per Motor Vehicles Act 1988.</p> <p>(c) Third Party liability insurance, with a minimum coverage of : INR one million;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>27.1</b>	Nil
<b>27.2</b>	The Consultant shall not use these information, documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
<b>35.1 (a) through (e)</b>	This will be subject to relevant Government of India rules/regulation on Foreigners stay & registration as well as Foreign Exchange Management Act.
<b>35.1(f)</b>	<p>The Client will supply:</p> <ul style="list-style-type: none"> <li>(i) Office space with free electricity and water supply in each basin state for project implementation</li> <li>(ii) Office space with free electricity and water supply at New Delhi for project implementation.</li> <li>(iii) The client will provide access to all the data/ information available with them and needed for the study including data/ information available on India-WRIS, free of cost and facilitate the process of data collection from other central government, state governments or other agencies by issuing permissions, authorization letters etc.</li> <li>(iv) All expenses on account of cost of data, if any and also for travel, stay and daily allowances in respect of their own personnel for various activities under the study have to be borne by the client.</li> </ul> <p>- Consultant will be responsible for cleaning and maintenance, and equipping the office space. Consultant will be responsible for telecommunication connections for the office.</p>

	<ul style="list-style-type: none"> <li>- Access to information. The Client will provide assistance to access information needed for the services.</li> <li>-</li> </ul>
41.2	<p><b>The ceiling in foreign currency or currencies is:</b> _____  <i>[insert amount and currency for each currency]</i> <b>inclusive of local indirect taxes.</b></p> <p><b>The ceiling in local currency is:</b> _____ <i>[insert amount and currency]</i> <b>inclusive of local indirect taxes.</b></p> <p>The indirect local taxes (i.e. service tax) chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p>
42.3	<p><b>Price adjustment on the remuneration applies.</b></p> <p>Payments for remuneration made in [foreign <i>and/or</i> local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in <b>Appendix C</b> shall be adjusted every 12 months (and, the first time, with effect from the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where</p> <p><math>R_f</math> is the adjusted remuneration;</p> <p><math>R_{fo}</math> is the remuneration payable on the basis of the remuneration rates (<b>Appendix C</b>) in foreign currency;</p> <p><math>I_f</math> 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</p> <p><math>I_{fo}</math> is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state herethe name, source institution, and any necessary identifying characteristics of the official index for salaries</p>

	<p>corresponding to <math>I_f</math> and <math>I_{fo}</math> in the adjustment formula for remuneration paid in foreign currency (the index for “wages” published by the International Monetary Fund in its monthly “International Financial Statistics” for the country could be considered for adoption).</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in <b>Appendix D</b> shall be adjusted every 12 months (and, for the first time, with effect from the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where</p> <p><math>R_f</math> is the adjusted remuneration;</p> <p><math>R_{fo}</math> is the remuneration payable on the basis of the remuneration rates (<b>Appendix D</b>) in local currency;</p> <p><math>I_f</math> is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and</p> <p><math>I_{fo}</math> is the official index for salaries in the Client’s country for the month of the date of the Contract (the Indices for “Urban Non Manual Employees” for salaries published by the Director General Central Statistics Organization, Ministry of Statistics/ Government of India shall be considered).</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor <math>X_0/X</math>. <math>X_0</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. <math>X</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
<b>43.1 and 43.2</b>	The client will reimburse service tax paid by the consultant. However consultant shall have to produce all relevant original documents of such tax to the client at the time of raising the claim/invoice for the same.
<b>44.1</b>	<b>The currency [currencies] of payment shall be the following:</b> As in the Financial Proposal, Form FIN-2
<b>45.1(a)</b>	The following provisions shall apply to the advance payment and the advance bank payment guarantee:

	<p>(1) An advance payment of 10% of the negotiated amount (in foreign/ INR currency) shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 24 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
<b>45.1(b)</b>	<p>(1) The Consultant shall submit bills in duplicate for payment every three month on actual man-month input to the client, itemized statement, accompanied by copies of invoices, vouchers and progress reports furnishing details of work completed as per schedules for completion of tasks. (detailed in Appendix-A – Description of Services)</p> <p>(2) Payment against reimbursable shall be on actual. However, the total amount on reimbursable shall be within the ceiling limit under the respective heads.</p> <p>(3) Consultant shall submit, at the beginning of every three month plan of execution of the Task as per the Contract, details of deployment of personnel and anticipated estimate of expenditure on reimbursable.</p> <p>(4) Consultant shall intimate its Permanent Account Number (PAN) to the client for the purpose of Tax deduction at Source (TDS) at the time of payment. The above payment arrangement shall not dilute in any way the responsibility and commitment of the Consultant in discharging the services in this contract.</p>
<b>45.1(e)</b>	<p><b>The accounts are:</b></p> <p>for foreign currency: -----</p> <p>for local currency: -----</p>
<b>46.1</b>	<p><b>The interest rate is:</b></p> <ul style="list-style-type: none"> <li>- for foreign currency: London Inter Bank On Lending Rate (LIBOR) plus 2% per annum</li> <li>- for local currency: 10% per annum</li> </ul>
<b>49.</b>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on</p>

	<p>the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India, Kolkata for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India, Kolkata shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, the Indian Council of Arbitration, New Delhi to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. In case of Indian Consultant the arbitration proceeding would be in accordance with Indian Arbitration act of 1996 and any amendment thereof.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a</p>



	<p>national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</li> <li>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in a country which is neither the Client's country nor the Consultant's country;</li> <li>(b) the English language shall be the official language for all purposes; and</li> <li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li> </ul>



## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

*If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]*

### APPENDIX B - KEY EXPERTS

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

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

### APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

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

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”*

**Model Form I**  
**Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency]))\*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Client's Country									

<sup>1</sup> Expressed as percentage of 1

<sup>2</sup> Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name and Title: \_\_\_\_\_

**APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES**

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. ]*

**APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 45.1 (a) and SCC 45.1(a)]*

**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 Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 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 Consultant, 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 Consultant are in breach of their obligation under the Contract because the Consultant 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 Consultant 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 Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the

<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.

amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,<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.

---

*[Signature(s)]*

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

---

<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.”



## **STANDARD FORM OF CONTRACT**

# **Consultant's Services**

Time-Based  
(Micro package for Odisha)



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**CONTRACT FOR CONSULTANT'S SERVICES**  
**Time-Based**

**Project Name** \_\_\_\_\_

**[Loan/Credit/Grant] No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
*Central Water Commission, Ministry of Water Resources, River Development and Ganga  
Rejuvenation*

**and**

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

**Dated: {insert date}**

## I. Form of Contract

### TIME-BASED

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

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract(including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

IN WITNESS WHEREOF, the Parties hereto have caused 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 of the Client – name, title and signature]*

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

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

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

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

*[Name of the lead member]*

---

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

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





## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (a) “Applicable Guidelines” means the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 (“Consultants’ Guidelines”).
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (k) “Foreign Currency” means any currency other than the currency

of the Client's country.

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

## **2. Relationship between the Parties**

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

## **3. Law**

3.2. This Contract, its meaning and interpretation, and the relation

<b>Governing Contract</b>	between the Parties shall be governed by the Applicable Law.
<b>4. Language</b>	4.2. This Contract has been executed in the language specified in the <b>SCC</b> , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>5. Headings</b>	5.2. The headings shall not limit, alter or affect the meaning of this Contract.
<b>6. Communications</b>	6.3. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the <b>SCC</b> .  6.4. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the <b>SCC</b> .
<b>7. Location</b>	7.2. The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
<b>8. Authority of Member in Charge</b>	8.2. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the <b>SCC</b> 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.
<b>9. Authorized Representatives</b>	9.2. 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 <b>SCC</b> .
<b>10. Corrupt and Fraudulent Practices</b>	10.3. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in <b>Attachment 1</b> to the GCC.
<b>a. Commissions and Fees</b>	10.4. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

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

- |  |   |
|--|---|
| <b>11. Effectiveness of Contract</b>                               | 11.2. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.   |
| <b>12. Termination of Contract for Failure to Become Effective</b> | 12.2. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.   |
| <b>13. Commencement of Services</b>                                | 13.2. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.   |
| <b>14. Expiration of Contract</b>                                  | 14.2. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.   |
| <b>15. Entire Agreement</b>  | 15.2. 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.  |
| <b>16. Modifications or Variations</b>                             | <p>16.3. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>16.4. In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p> |
| <b>17. Force Majeure</b>   |   |
| <b>a. Definition</b>   | 17.10. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to  |

be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.11. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

**b. No Breach of Contract**

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

**c. Measures to be Taken**

17.14. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

17.16. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.17. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and

necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.18. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

## **18. Suspension**

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

## **19. Termination**

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

### **a. By the Client**

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the  
Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of  
Rights and  
Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in

Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

**a. Standard of Performance**

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

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



20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law  
Applicable to  
Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

**21. Conflict of  
Interests**

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

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the

exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**22. Confidentiality**

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

**23. Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

**24. Insurance to be Taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25.Accounting,  
Inspection and  
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

**26.Reporting  
Obligations**

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

**27.Proprietary  
Rights of the  
Client in Reports  
and Records**

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

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

**28. Equipment,  
Vehicles and  
Materials**

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

Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

## **G. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

### **29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

### **30. Replacement of Key Experts**

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

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

### **31. Approval of**

31.1 If during execution of the Contract, additional Key Experts

**Additional Key Experts**

are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

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

**32. Removal of Experts or Sub-consultants**

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

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

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

**33. Replacement/ Removal of Experts – Impact on Payments**

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

**34. Working Hours, Overtime, Leave, etc.**

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

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

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for

leave purposes will not delay the progress and or impact adequate supervision of the Services.

## **H. OBLIGATIONS OF THE CLIENT**

### **35. Assistance and Exemptions**

35.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

### **36. Access to**

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which

<b>Project Site</b>	access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
<b>37. Change in the Applicable Law Related to Taxes and Duties</b>	<p>37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1</p>
<b>38. Services, Facilities and Property of the Client</b>	<p>38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (<b>Appendix A</b>) at the times and in the manner specified in said <b>Appendix A</b>.</p> <p>38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in <b>Appendix A</b>, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.</p>
<b>39. Counterpart Personnel</b>	<p>39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in <b>Appendix A</b>.</p> <p>39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in <b>Appendix A</b>, 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 GCC 41.3.</p> <p>39.3 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</p>

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.

#### **40. Payment Obligation**

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

### **I. PAYMENTS TO THE CONSULTANT**

#### **41. Ceiling Amount**

41.1 An estimate of the cost of the Services is set forth in **Appendix C**(Remuneration) and **Appendix D**(Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

#### **42. Remuneration and Reimbursable Expenses**

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

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

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

42.5 Any rates specified for Experts not yet appointed shall be



provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

#### 43. Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

43.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

#### 44. Currency of Payment

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

#### 45. Mode of Billing and Payment

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

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- (b) The Itemized Invoices. 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 interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice

that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts 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 invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) 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.

#### **46. Interest on Delayed Payments**

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

### **J. FAIRNESS AND GOOD FAITH**

#### **47. Good Faith**

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

**K. SETTLEMENT OF DISPUTES****48. Amicable Settlement**

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

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

**49. Dispute Resolution**

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



## General Conditions

### Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

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

##### “Fraud and Corruption

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

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

- (vi) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>15</sup>;
- (vii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>16</sup>;
- (viii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>17</sup>;
- (ix) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>18</sup>;

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<sup>15</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>16</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>17</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (x) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>19</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>20</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>18</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>19</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>20</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<b>The Contract shall be construed in accordance with the law of India.</b>
4.1	<b>The language is English</b>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client: <i>Water Resources Department, Government of Odisha</i></p> <p>Attention : <i>Nodal officer, Odisha, &amp; Director, Hydrometry, HP Administrative Building, Unit-VIII, Delta square, Bhubaneswar-751012</i>  <i>Phone: 9437550177, Email: dirhydsworissa@rediffmail.com</i></p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”;</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> Nodal Officer, NHP, Central Water Commission (CWC)</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	<b>The effectiveness conditions are the following:</b> After signing of the contract by the Client and the Consultant

<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be six months.</b></p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p>The number of days shall be 30 days after signing of the contract by the Client and the Consultant</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert within 7 days.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be 48 month or such other time period as the parties may agree in writing.</p>
<b>20.2</b>	<p><b>GCC clause no. 20.2 shall be modified as below:</b></p> <p>The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. In case, the team of consultant(s) of any micro package(s) fails to carry out its obligations or to provide the services as specified in the RFP, the firm/ team of consultant at Macro will complete the obligations of Micro package by engaging additional manpower or with existing manpower as the case may be.</p>
<b>21</b>	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes</p>
<b>23.1</b>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>"Limitation of the Consultant's Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p>



	<p>(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in India", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of India.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
<b>24.1</b>	<b>The insurance coverage against the risks shall be as follows:</b>

	<p><b>(a) Professional liability insurance, with a minimum coverage of:</b> the total amount of the Contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per Motor Vehicles Act 1988.</p> <p>(c) Third Party liability insurance, with a minimum coverage of : INR one million;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>27.1</b>	Nil
<b>27.2</b>	The Consultant shall not use these information, documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
<b>35.1 (a) through (e)</b>	This will be subject to relevant Government of India rules/regulation on Foreigners stay & registration as well as Foreign Exchange Management Act.
<b>35.1(f)</b>	<p>The Client will supply:</p> <p>(i) Office space with free electricity and water supply in each basin state for project implementation.</p> <p>(ii) Office space with free electricity and water supply at New Delhi for project implementation.</p> <p>(iii) The client will provide access to all the data/ information available with them and needed for the study including data/ information available on India-WRIS, free of cost and facilitate the process of data collection from other central government, state governments or other agencies by issuing permissions, authorization letters etc.</p>

	<p>(iv) All expenses on account of cost of data, if any and also for travel, stay and daily allowances in respect of their own personnel for various activities under the study have to be borne by the client.</p> <ul style="list-style-type: none"> <li>- Consultant will be responsible for cleaning and maintenance, and equipping the office space. Consultant will be responsible for telecommunication connections for the office.</li> <li>- Access to information. The Client will provide assistance to access information needed for the services.</li> <li>-</li> </ul>
41.2	<p><b>The ceiling in foreign currency or currencies is:</b> _____ <i>[insert amount and currency for each currency]</i> <b>inclusive of local indirect taxes.</b></p> <p><b>The ceiling in local currency is:</b> _____ <i>[insert amount and currency]</i> <b>inclusive of local indirect taxes.</b></p> <p>The indirect local taxes (i.e. service tax) chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i>.</p>
42.3	<p><b>Price adjustment on the remuneration applies.</b></p> <p>Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in <b>Appendix C</b> shall be adjusted every 12 months (and, the first time, with effect from the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where</p> <p><math>R_f</math> is the adjusted remuneration;</p> <p><math>R_{fo}</math> is the remuneration payable on the basis of the</p>

	<p>remuneration rates (<b>Appendix C</b>) in foreign currency;  <math>I_f</math> 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  <math>I_{fo}</math> is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state herethe name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to <math>I_f</math> and <math>I_{fo}</math> in the adjustment formula for remuneration paid in foreign currency (the index for “wages” published by the International Monetary Fund in its monthly “International Financial Statistics” for the country could be considered for adoption).</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in <b>Appendix D</b> shall be adjusted every 12 months (and, for the first time, with effect from the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where</p> <p><math>R_l</math> is the adjusted remuneration;  <math>R_{lo}</math> is the remuneration payable on the basis of the remuneration rates (<b>Appendix D</b>) in local currency;  <math>I_l</math> is the official 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 (the Indices for “Urban Non Manual Employees” for salaries published by the Director General Central Statistics Organization, Ministry of Statistics/ Government of India shall be considered).</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor <math>X_0/X</math>. <math>X_0</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. <math>X</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
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<b>43.1 and 43.2</b>	The client will reimburse service tax paid by the consultant. However consultant shall have to produce all relevant original documents of such tax to the client at the time of raising the claim/invoice for the same.
<b>44.1</b>	<b>The currency [currencies] of payment shall be the following:</b> As in the Financial Proposal, Form FIN-2
<b>45.1(a)</b>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of 10% of the negotiated amount (in foreign/ INR currency) shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 24 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
<b>45.1(b)</b>	<p>(1) The Consultant shall submit bills in duplicate for payment every three month on actual man-month input to the client, itemized statement, accompanied by copies of invoices, vouchers and progress reports furnishing details of work completed as per schedules for completion of tasks. (detailed in Appendix-A – Description of Services)</p> <p>(2) Payment against reimbursable shall be on actual. However, the total amount on reimbursable shall be within the ceiling limit under the respective heads.</p> <p>(3) Consultant shall submit, at the beginning of every three month plan of execution of the Task as per the Contract, details of deployment of personnel and anticipated estimate of expenditure on reimbursable.</p> <p>(4) Consultant shall intimate its Permanent Account Number (PAN) to the client for the purpose of Tax deduction at Source (TDS) at the time of payment. The above payment arrangement shall not dilute in any way the responsibility and commitment of the Consultant in discharging the services in this contract.</p>
<b>45.1(e)</b>	<b>The accounts are:</b>

	for foreign currency: ----- for local currency: -----
46.1	<b>The interest rate is:</b> <ul style="list-style-type: none"> <li>- for foreign currency: London Inter Bank On Lending Rate (LIBOR) plus 2% per annum</li> <li>- for local currency: 10% per annum</li> </ul>
49.	<b>Disputes shall be settled by arbitration in accordance with the following provisions:</b> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:           <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India, Kolkata for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India, Kolkata shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.</li> <li>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the</li> </ol> </li> </ol>

	<p>other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, the Indian Council of Arbitration, New Delhi to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. In case of Indian Consultant the arbitration proceeding would be in accordance with Indian Arbitration act of 1996 and any amendment thereof.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</li> <li>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p>

	<ul style="list-style-type: none"><li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in a country which is neither the Client's country nor the Consultant's country;</li><li>(b) the English language shall be the official language for all purposes; and</li><li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li></ul>
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## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

*If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]*

### APPENDIX B - KEY EXPERTS

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

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

### APPENDIX C – REMUNERATION COST ESTIMATES

#### 1. Monthly rates for the Experts:

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

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

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

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”*

**Model Form I**  
**Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency]))\*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Client's Country									

<sup>1</sup> Expressed as percentage of 1

<sup>2</sup> Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name and Title: \_\_\_\_\_

**APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES**

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. ]*

**APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 45.1 (a) and SCC 45.1(a)]*

**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 Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 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 Consultant, 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 Consultant are in breach of their obligation under the Contract because the Consultant 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 Consultant 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 Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the

<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.

amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,<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 for indicative purposes only 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.”

## **STANDARD FORM OF CONTRACT**

# **Consultant's Services**

## **Time-Based**

(Micro package for Chhattisgarh)





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## CONTRACT FOR CONSULTANT'S SERVICES Time-Based

**Project Name** \_\_\_\_\_

**[Loan/Credit/Grant] No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**between**

\_\_\_\_\_  
*Water Resources Department, Government of Chattishgarh*

**and**

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

**Dated: {insert date}**

## I. Form of Contract

### TIME-BASED

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

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract(including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: ReimbursableCost Estimates

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused 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 of the Client – name, title and signature]*

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

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

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

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

*[Name of the lead member]*

---

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

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



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (w) “Applicable Guidelines” means the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 (“Consultants’ Guidelines”).
- (x) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (y) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (z) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (aa) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (bb) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (cc) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (dd) “Day” means a working day unless indicated otherwise.
- (ee) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (ff) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (gg) “Foreign Currency” means any currency other than the currency

of the Client's country.

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

## **2. Relationship between the Parties**

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

## **3. Law Governing**

3.3. This Contract, its meaning and interpretation, and the relation



<b>Contract</b>	between the Parties shall be governed by the Applicable Law.
<b>4. Language</b>	4.3. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>5. Headings</b>	5.3. The headings shall not limit, alter or affect the meaning of this Contract.
<b>6. Communications</b>	<p>6.5. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.6. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
<b>7. Location</b>	7.3. The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
<b>8. Authority of Member in Charge</b>	8.3. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
<b>9. Authorized Representatives</b>	9.3. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
<b>10. Corrupt and Fraudulent Practices</b>	10.5. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in <b>Attachment 1</b> to the GCC.
<b>a. Commissions and Fees</b>	10.6. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in

termination of the Contract and/or sanctions by the Bank.

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

- |  |   |
|--|---|
| <b>11. Effectiveness of Contract</b>                               | 11.3. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.   |
| <b>12. Termination of Contract for Failure to Become Effective</b> | 12.3. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.   |
| <b>13. Commencement of Services</b>                                | 13.3. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.   |
| <b>14. Expiration of Contract</b>                                  | 14.3. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.   |
| <b>15. Entire Agreement</b>  | 15.3. 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.  |
| <b>16. Modifications or Variations</b>                             | <p>16.5. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>16.6. In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p> |
| <b>17. Force Majeure</b>   |   |
| <b>a. Definition</b>   | 17.19. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to   |

those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.20. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

**b. No Breach of Contract**

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

**c. Measures to be Taken**

17.23. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

17.25. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.26. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in

reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.27. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

## **18. Suspension**

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

## **19. Termination**

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

### **a. By the Client**

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;
- (d) If, as the result of Force Majeure, the Consultant is

unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit

inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

**a. Standard of Performance**

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

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

20.3 The Consultant may subcontract part of the Services to an

extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law  
Applicable to  
Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

**21. Conflict of  
Interests**

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

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the

account of the Client.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consultingservices resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**22. Confidentiality**

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

**23. Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

**24. Insurance to be Taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,**

25.1 The Consultant shall keep, and shall make all reasonable



**Inspection and Auditing**

efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

**26. Reporting Obligations**

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

**27. Proprietary Rights of the Client in Reports and Records**

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

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

**28. Equipment, Vehicles and Materials**

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

shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

## **L. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

### **29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

### **30. Replacement of Key Experts**

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

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

### **31. Approval of Additional Key**

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to

<b>Experts</b>	<p>the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.</p> <p>The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.</p>
<b>32. Removal of Experts or Sub-consultants</b>	<p>32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p>
<b>33. Replacement/ Removal of Experts – Impact on Payments</b>	<p>33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.</p>
<b>34. Working Hours, Overtime, Leave, etc.</b>	<p>34.1 Working hours and holidays for Experts are set forth in <b>Appendix B</b>. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in <b>Appendix B</b>.</p> <p>34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in <b>Appendix B</b>, and the Consultant's remuneration shall be deemed to cover these items.</p> <p>34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate</p>

supervision of the Services.

## **M. OBLIGATIONS OF THE CLIENT**

### **35. Assistance and Exemptions**

35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

### **36. Access to Project Site**

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client

will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**37. Change in the  
Applicable  
Law Related to  
Taxes and Duties**

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

**38. Services,  
Facilities and  
Property of the  
Client**

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

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

**39. Counterpart  
Personnel**

39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, 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 GCC 41.3.

39.3 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.

#### **40. Payment Obligation**

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

### **N. PAYMENTS TO THE CONSULTANT**

#### **41. Ceiling Amount**

41.1 An estimate of the cost of the Services is set forth in **Appendix C**(Remuneration) and **Appendix D**(Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

#### **42. Remuneration and Reimbursable Expenses**

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

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

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

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval

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

#### 43. Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

43.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

#### 44. Currency of Payment

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

#### 45. Mode of Billing and Payment

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

- (a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- (b) The Itemized Invoices. 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 interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from

payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment*. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts 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 invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) 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.

#### **46. Interest on Delayed Payments**

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

### **O. FAIRNESS AND GOOD FAITH**

#### **47. Good Faith**

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



**P. SETTLEMENT OF DISPUTES****48. Amicable Settlement**

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

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

**49. Dispute Resolution**

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



## General Conditions

### Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

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

##### “Fraud and Corruption

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

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

- (xi) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>21</sup>;
- (xii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>22</sup>;
- (xiii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>23</sup>;
- (xiv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>24</sup>;

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<sup>21</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>22</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>23</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (xv) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>25</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>26</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>24</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>25</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>26</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is English
6.1 and 6.2	<p>The addresses are:</p> <p>Client: <i>Water Resources Department, Government of Chhattishgarh</i></p> <p>Attention : <i>Nodal officer, Chhattisgarh, India, &amp; Engineer-in-Chief, Water Resources Department, Chhattisgarh.</i>  <i>Phone: 9926480284, Fax: 07712331353,</i>  <i>Email: chattishgarhwr@gmail.com</i></p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> Nodal Officer, NHP, Central Water Commission (CWC)</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: After signing of the contract by the Client and the Consultant

<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be six months.</b></p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p>The number of days shall be 30 days after signing of the contract by the Client and the Consultant</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert within 7 days.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be 48 months or such other time period as the parties may agree in writing.</p>
<b>20.2</b>	<p><b>GCC clause no. 20.2 shall be modified as below:</b></p> <p>The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services. In case, the team of consultant(s) of any micro package(s) fails to carry out its obligations or to provide the services as specified in the RFP, the firm/ team of consultant at Macro will complete the obligations of Micro package by engaging additional manpower or with existing manpower as the case may be.</p>
<b>21</b>	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes</p>
<b>23.1</b>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>"Limitation of the Consultant's Liability towards the Client:</b></p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p>

	<p>(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in India", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of India.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
<b>24.1</b>	<b>The insurance coverage against the risks shall be as follows:</b>

	<p><b>(a) Professional liability insurance, with a minimum coverage of:</b> the total amount of the Contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per Motor Vehicles Act 1988.</p> <p>(c) Third Party liability insurance, with a minimum coverage of : INR one million;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>27.1</b>	Nil
<b>27.2</b>	The Consultant shall not use these information, documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
<b>35.1 (a) through (e)</b>	This will be subject to relevant Government of India rules/regulation on Foreigners stay & registration as well as Foreign Exchange Management Act.
<b>35.1(f)</b>	<p>The Client will supply:</p> <ul style="list-style-type: none"> <li>(i) Office space with free electricity and water supply in each basin state to develop model and deliver project outcomes</li> <li>(ii) Office space with free electricity and water supply at New Delhi for project implementation.</li> <li>(iii) The client will provide access to all the data/ information available with them and needed for the study including data/ information available on India-WRIS, free of cost and facilitate the process of data collection from other central government, state governments or other agencies by issuing permissions, authorization letters etc.</li> </ul>



	<p>(iv) All expenses on account of cost of data, if any and also for travel, stay and daily allowances in respect of their own personnel for various activities under the study have to be borne by the client.</p> <ul style="list-style-type: none"> <li>- Consultant will be responsible for cleaning and maintenance, and equipping the office space. Consultant will be responsible for telecommunication connections for the office.</li> <li>- Access to information. The Client will provide assistance to access information needed for the services.</li> <li>-</li> </ul>
41.2	<p><b>The ceiling in foreign currency or currencies is:</b> _____ <i>[insert amount and currency for each currency]</i> <b>inclusive of local indirect taxes.</b></p> <p><b>The ceiling in local currency is:</b> _____ <i>[insert amount and currency]</i> <b>inclusive of local indirect taxes.</b></p> <p>The indirect local taxes (i.e. service tax) chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i>.</p>
42.3	<p><b>Price adjustment on the remuneration applies.</b></p> <p>Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in <b>Appendix C</b> shall be adjusted every 12 months (and, the first time, with effect from the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where</p> <p><math>R_f</math> is the adjusted remuneration;</p> <p><math>R_{fo}</math> is the remuneration payable on the basis of the</p>

	<p>remuneration rates (<b>Appendix C</b>) in foreign currency;  <math>I_f</math> 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  <math>I_{fo}</math> is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state herethe name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to <math>I_f</math> and <math>I_{fo}</math> in the adjustment formula for remuneration paid in foreign currency (the index for “wages” published by the International Monetary Fund in its monthly “International Financial Statistics” for the country could be considered for adoption).</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in <b>Appendix D</b> shall be adjusted every 12 months (and, for the first time, with effect from the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where  <math>R_l</math> is the adjusted remuneration;  <math>R_{lo}</math> is the remuneration payable on the basis of the remuneration rates (<b>Appendix D</b>) in local currency;  <math>I_l</math> is the official 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 (the Indices for “Urban Non Manual Employees” for salaries published by the Director General Central Statistics Organization, Ministry of Statistics/ Government of India shall be considered).</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor <math>X_0/X</math>. <math>X_0</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. <math>X</math> is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
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<b>43.1 and 43.2</b>	The client will reimburse service tax paid by the consultant. However consultant shall have to produce all relevant original documents of such tax to the client at the time of raising the claim/invoice for the same.
<b>44.1</b>	<b>The currency [currencies] of payment shall be the following:</b> As in the Financial Proposal, Form FIN-2
<b>45.1(a)</b>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> <li>(1) An advance payment of 10% of the negotiated amount (in foreign/ INR currency) shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 24 months of the Services until the advance payment has been fully set off.</li> <li>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</li> </ol>
<b>45.1(b)</b>	<ol style="list-style-type: none"> <li>(1) The Consultant shall submit bills in duplicate for payment every three month on actual man-month input to the client, itemized statement, accompanied by copies of invoices, vouchers and progress reports furnishing details of work completed as per schedules for completion of tasks. (detailed in Appendix-A – Description of Services)</li> <li>(2) Payment against reimbursable shall be on actual. However, the total amount on reimbursable shall be within the ceiling limit under the respective heads.</li> <li>(3) Consultant shall submit, at the beginning of every three month plan of execution of the Task as per the Contract, details of deployment of personnel and anticipated estimate of expenditure on reimbursable.</li> <li>(4) Consultant shall intimate its Permanent Account Number (PAN) to the client for the purpose of Tax deduction at Source (TDS) at the time of payment. The above payment arrangement shall not dilute in any way the responsibility and commitment of the Consultant in discharging the services in this contract.</li> </ol>
<b>45.1(e)</b>	<b>The accounts are:</b>

	for foreign currency: ----- for local currency: -----
46.1	<b>The interest rate is:</b> <ul style="list-style-type: none"> <li>- for foreign currency: London Inter Bank On Lending Rate (LIBOR) plus 2% per annum</li> <li>- for local currency: 10% per annum</li> </ul>
49.	<b>Disputes shall be settled by arbitration in accordance with the following provisions:</b> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:           <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India, Kolkata for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India, Kolkata shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.</li> <li>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the</li> </ol> </li> </ol>

	<p>other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, the Indian Council of Arbitration, New Delhi to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. In case of Indian Consultant the arbitration proceeding would be in accordance with Indian Arbitration act of 1996 and any amendment thereof.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</li> <li>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p>

	<ul style="list-style-type: none"><li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in a country which is neither the Client's country nor the Consultant's country;</li><li>(b) the English language shall be the official language for all purposes; and</li><li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li></ul>
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## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

*If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]*

### APPENDIX B - KEY EXPERTS

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

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

### APPENDIX C – REMUNERATION COST ESTIMATES

#### 1. Monthly rates for the Experts:

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

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

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

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."*



**Model Form I**  
**Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency]))\*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Client's Country									

<sup>1</sup> Expressed as percentage of 1

<sup>2</sup> Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name and Title: \_\_\_\_\_

**APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES**

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. ]*

**APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 45.1 (a) and SCC 45.1(a)]*

**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 Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 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 Consultant, 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 Consultant are in breach of their obligation under the Contract because the Consultant 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 Consultant 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 Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the

<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.

amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,<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 for indicative purposes only 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.”