

GOVERNMENT OF UTTARAKHAND

**Office of Superintending Engineer,
Research Circle**

Irrigation Research Institute Roorkee-247667

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e-Tender Notice No. : 21/SE(R)/NHP/RFP/2020-21, Dated 10.03.2021

Superintending Engineer, Research Circle, Irrigation Research Institute, Roorkee on behalf of "Governor of Uttarakhand" invites the proposals to provide the Consulting Services for "Preparation of Detailed Project Report (DPR) for Talghat Drinking Water & Water Body Creation Project, Pauri Garhwal, Uttarakhand Under National Hydrology Project (NHP)".

Key Dates

1	Date of calling	10.03.2021	-
2	Date of online publication	12.03.2021	03.30 PM
3	Documents downloads start date	12.03.2021	05.00 PM
4	Pre-proposal conference date	19.03.2021	11.30 AM
5	RFP submission start date	01.04.2021	03.30 PM
6	RFP submission end date	12.04.2021	03.00 PM
7	Date of opening of RFP	12.04.2021	03.30 PM
8	Date of opening of financial Proposal	To be declared later	

For further details please log on to www.uktenders.gov.in



Superintending Engineer
Research Circle
Irrigation Research Institute, Roorkee

REQUEST FOR PROPOSALS
RFP No. 21/SE(R)/NHP/RFP/2020-21

Govt. of India

NATIONAL HYDROLOGY PROJECT

Loan No. 8725-IN

Selection of Consulting Services for

**PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR
TALGHATI DRINKING WATER & WATER BODY CREATION
PROJECT, PAURI GARHWAL, UTTARAKHAND UNDER
NATIONAL HYDROLOGY PROJECT (NHP)**

**Client : Superintending Engineer, Research Circle, Irrigation
Research Institute, Roorkee**

Country : INDIA

Project : National Hydrology Project

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Section 1. Letter of Invitation

Loan No: 8725-IN

Invitation No. RFP No. **21/SE(R)/NHP/RFP/2020-21** Dated **10.03.2021**

1. This Request for Proposal follows the General Procurement Notice for this Project that appeared in Development Business on 9th March, 2017.
2. The Government of India (hereinafter called “Borrower”) has received *financing* from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a loan (hereinafter called loan toward the cost of National Hydrology Project. The National Institute of Hydrology, an implementing agency of the Client, intends to apply a portion of the proceeds of this loan 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 Government of India 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
3. Superintending Engineer, Research Circle, Irrigation Research Institute, Roorkee on behalf of “Hon’ble Governor of Uttarakhand” now intends to invite Proposals to provide the following Consulting Services ***“Preparation of Detailed Project Report (DPR) for Talghati Drinking Water & Water Body Creation Project, Pauri Garhwal, Uttarakhand under National Hydrology Project (NHP)”*** under NHP from prospective consultants. More details on the Services are provided in the attached Terms of Reference and other details as described below.
4. A firm will be selected under **Least-Cost Selection (LCS)** and as per procedures described in this RFP in accordance with the policies of the International Bank for Reconstruction and Development (IBRD) detailed in the Guidelines – Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure. The Proposal should be in FTP Standard Form.
5. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 – Instruction to Consultants (including 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 Form of Contract Lumpsum

6. The RFP is available online at on the website <https://www.uktenders.gov.in/> for the short-listed consultants only. The short-listed consultants are required to register on e-procurement website i.e. <https://eprocure.gov.in/eprocure/app> 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/>

- 7 Please inform us by E-mail:
 - (a) that you have received the Letter of Invitation; and
 - (b) 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).

8. Details on the proposal’s submission date, time and address are provided in Clauses 17.4 of the ITC.

Seal of Office & Address

Office of the Superintending Engineer

Research Circle

Research Institute, Roorkee- 247 667

Haridwar, Uttarakhand

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(Shankar Kumar Saha)
Superintending Engineer
Research Circle
Irrigation research Institute,
Roorkee

Section 2. Instructions to Consultants and Data Sheet

["Notes to the Client": this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Guidelines" means the 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 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 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 selection of Consultants, based on the SRFP.
- (t) “SRFP” means the Standard Request for Proposals, 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 Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

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

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

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

b. Conflicting assignments

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

c. Conflicting relationships

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

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this 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 any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

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

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

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

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

B. Preparation of Proposals

7. General Consideration

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the

s

information requested in the RFP may result in rejection of the Proposal.

- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal

submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

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

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

13.1 The Consultant may request an online clarification of any part of the RFP during the period 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 Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an

amendment online in accordance with procedure described in Data Sheet, the amendment shall be binding on all Consultants.

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

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

14. Preparation of Proposals – Specific Considerations

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

14.1.1 If a 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**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

- 15. Technical Proposal Format and Content**
- 15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 9.1.1 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, Sealing, and Marking 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 deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

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. Public 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 (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice. 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 ITC 25 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 Clause 14.1.4 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.

28.3 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

28.4 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

28.5 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.

28.6 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.

28.7 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.

28.8 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 initialed 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; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

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

[“Notes to Client” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A. General	
ITC Clause Reference	
1 (c)	<i>Union of India</i>
2.1	<p>Name of the Client: Superintending Engineer, Research Circle, Irrigation Research Institute, Roorkee</p> <p>Method of selection: Least-Cost Selection (LCS), as per Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 & revised July 2014 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/></p> <p>The name of the assignment is: “Preparation of Detailed Project Report (DPR) for Talghat Drinking Water & Water Body Creation Project, Pauri Garhwal, Uttarakhand under National Hydrology Project (NHP)”</p>
2.3	<p>A pre-proposal conference will be held: Yes <input checked="" type="checkbox"/></p> <p>Date of pre-proposal conference: 19.03.2021 Time: 11.30 AM Address: Superintending Engineer, Research Circle, Irrigation Research Institute, Roorkee District – Haridwar, Uttarakhand PIN- 247667 Telephone: 01332-265174 Mobile: 8826758368 E-mail: uttarkhandwrdr@gmail.com Contact person/conference coordinator: Superintending Engineer</p>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As per details given in the ToR
4.1	NA

6.1	<i>Consultants may associate with other firms in the form of a joint venture or a sub consultancy to enhance their qualifications. The maximum number of JV partners including the lead partner, other partner or sub-consultant shall be limited to two.</i>
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 AND 2nd Inner Envelope with the Financial Proposal: FIN-1: Financial Proposal Submission Form FIN-2 Summary of Costs FIN-3 Breakdown of Remuneration FIN-4 Breakdown of Scope of Services FIN-5 Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	Statement of Undertaking is required: Yes
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes
12.1	Proposals must remain valid for 90 days calendar days after the proposal submission deadline.
12.4	Consultants will be notified about the validity extensions either by the email or a system generated notification can also be sent. Consultants' responses and/or confirmations should be sent by email.

13.1	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: uttarkhandwr@gmail.com 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	Deleted																																													
14.1.2	<p>Estimated input of Key Experts' time-input: 16 person-months.</p> <table border="1" data-bbox="464 730 1458 1035"> <thead> <tr> <th colspan="3">Key Experts</th> </tr> </thead> <tbody> <tr> <td>K-1</td> <td>Team Leader & Hydrologist/Hydraulic Engineer Expert</td> <td>5</td> </tr> <tr> <td>K-2</td> <td>Hydrology Expert</td> <td>3</td> </tr> <tr> <td>K-3</td> <td>Structural Engineering Expert</td> <td>3</td> </tr> <tr> <td>K-4</td> <td>Water Quality Expert</td> <td>2</td> </tr> <tr> <td>K-5</td> <td>Social and Environmental Expert</td> <td>2</td> </tr> <tr> <td>K-6</td> <td>Geologist/ Geotechnical Expert</td> <td>1</td> </tr> </tbody> </table> <p>Estimated input of Non-Key Experts' time-input: 42.5 person-months</p> <table border="1" data-bbox="464 1073 1438 1402"> <thead> <tr> <th colspan="3">Non-Key Experts</th> </tr> </thead> <tbody> <tr> <td>NK-1</td> <td>Senior Estimator</td> <td>1.5</td> </tr> <tr> <td>NK-2</td> <td>Hydromechanical Expert</td> <td>1</td> </tr> <tr> <td>NK-3</td> <td>Senior Draughtsperson</td> <td>3</td> </tr> <tr> <td>NK-4</td> <td>Surveyor</td> <td>0.5</td> </tr> <tr> <td>NK-5</td> <td>RS/GIS Specialist</td> <td>0.5</td> </tr> <tr> <td>NK-6</td> <td>Technical Support Staff (2 persons each for 09 months)</td> <td>18</td> </tr> <tr> <td>NK-7</td> <td>Other Support Staff (2 persons each for 09 months and 1 person for 6 months)</td> <td>24</td> </tr> </tbody> </table>	Key Experts			K-1	Team Leader & Hydrologist/Hydraulic Engineer Expert	5	K-2	Hydrology Expert	3	K-3	Structural Engineering Expert	3	K-4	Water Quality Expert	2	K-5	Social and Environmental Expert	2	K-6	Geologist/ Geotechnical Expert	1	Non-Key Experts			NK-1	Senior Estimator	1.5	NK-2	Hydromechanical Expert	1	NK-3	Senior Draughtsperson	3	NK-4	Surveyor	0.5	NK-5	RS/GIS Specialist	0.5	NK-6	Technical Support Staff (2 persons each for 09 months)	18	NK-7	Other Support Staff (2 persons each for 09 months and 1 person for 6 months)	24
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14.1.3 for time-based contracts only	<i>Not Applicable</i>																																													
14.1.4 and 27.2 use for Fixed Budget method	NA																																													
15.2	The format of the Technical Proposal to be submitted is: FTP Full Technical Proposal																																													

	Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<p><i>A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted, others may be added.</i></p> <ol style="list-style-type: none"> <i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> <i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i> <i>(3) cost of office accommodation, including overheads and back-stop support;</i> <i>(4) communications costs;</i> <i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> <i>(6) cost of reports production (including printing) and delivering to the Client;</i> <i>(7) other allowances where applicable and provisional or fixed sums (if any)]</i> <i>(8) other relevant allowances where applicable, if any.</i>
16.2	A price adjustment provision applies to remuneration rates: No
16.3	<p>“Information on the Consultant’s tax obligations in the Client’s country can be found http://dor.gov.in/</p> <p>Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties. The Client will reimburse only GST on submission of proof of payment by the Consultant.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies: Indian Rupee (INR) The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes (in INR)</p>
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants shall submit their proposal electronically on the portal: (https://www.uktenders.gov.in/) The electronic submission procedures shall be: as per details available on website https://www.uktenders.gov.in/.</p>

17.4	<p>The Proposals must be submitted online no later than: Date: 12.04.2021 Time: 1500hrs (IST)</p> <p>The Proposal submission address URL : https://www.uktenders.gov.in/. The e-Procurement system would not allow any late submission of proposals after due date & time as per server system. After electronic online submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission</p>						
19.1	<p>The Technical Proposals shall be opened online after expiry of deadline i.e. 12.04.2021 at 15.30 hrs IST by authorised representative of Uttarakhand 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: 12.04.2021 Time: 15:30 IST</p> <p>The client will publicly open / decrypt the Technical proposals uploaded through e-procurement platform as per electronic Proposal opening procedures. The Technical proposals will be opened in the presence of consultant's designated- representatives and anyone who choose to attend at the stipulated place, date and time as detailed under. The consultant's representatives who are present shall produce the authorization letter and sign a register evidencing their attendance. The financial proposal will remain unopened. The omission of a consultant's Signature on the record shall not invalidate the contents and effect of the record.</p> <p>The client shall prepare proposal opening minutes.</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>Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected.</p> <p>Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.</p> <p>Part A: Mandatory Criteria:</p> <table border="1" data-bbox="464 1719 1468 1871"> <thead> <tr> <th data-bbox="464 1719 618 1759">S. No.</th> <th data-bbox="618 1719 1109 1759">Criteria</th> <th data-bbox="1109 1719 1468 1759">Documents Required</th> </tr> </thead> <tbody> <tr> <td data-bbox="464 1759 618 1871">1.</td> <td data-bbox="618 1759 1109 1871">The Consultancy Firm should be in continuous consultancy business for a minimum period of 3 Years.</td> <td data-bbox="1109 1759 1468 1871">a) Certificate of incorporation</td> </tr> </tbody> </table>	S. No.	Criteria	Documents Required	1.	The Consultancy Firm should be in continuous consultancy business for a minimum period of 3 Years.	a) Certificate of incorporation
S. No.	Criteria	Documents Required					
1.	The Consultancy Firm should be in continuous consultancy business for a minimum period of 3 Years.	a) Certificate of incorporation					

		<p>b) Atleast 03 of consultancy assignments and completion certificates/ Payment certificates of completed or on-going assignments during last 3 years.</p> <p>In case of JV, the requirement for above work orders shall be as follows:</p> <p>one member must have at least two work orders while the other must have at least one work order.</p>
2.	<p>The Consultancy Firm should have Minimum Financial Turnover of Rs 250.00 Lacs in any of the last 4 Years.</p> <p>In case of JV, the above turnover requirement is distributed in the ratio of 60:40 among both the members.</p>	<p>Audited Balance Sheet and Profit & Loss statements of last 4 years</p>
<p>Part B: Evaluation Criteria:</p> <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p><u>Points</u></p>		
Sl. No.	Detail of above Criteria	Points
1	Specific experience of the Consultant (as a firm) relevant to the Assignment:	15
2	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	30
2.1	Technical approach & Methodology	20
2.2	Work Plan	10
3	Key Experts' qualifications and Competence for the Assignment	50
3.1	Team Leader & Hydrologist/Hydraulic Engineer	15
3.2	Hydrology Expert	7

	3.3	Structural Engineering Expert	7
	3.4	Water Quality Expert	7
	3.5	Social and Environmental Expert	7
	3.6	Geologist/ Geotechnical Expert	7
	The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:		
	1) General qualifications (general education, training, and experience): 25%		
	2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : 70%		
	3) Relevant experience in the region (working level fluency in local language(s)(Hindi)/ knowledge of local culture or administrative system, government organization, etc.): 5%		
	Total weight: 100%		
	4	Transfer of knowledge (training) program	05
	Total points for the Four criteria		100
.....			
The minimum technical score (St) required to pass is: 75			
21.1 [for STP]	<i>Not Applicable</i>		
23.1	<p>An online option of the opening of the Financial Proposals is offered: Yes The online opening procedure shall be: as per details available on website https://www.uktenders.gov.in/ Notifications to the (a) Consultants whose Proposals were considered nonresponsive 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 and by e-procurement website https://www.uktenders.gov.in/ of Uttarakhand.</p>		
23.2	<p>The Financial Proposals of only those bidders who qualified the minimum technical score shall be opened online by the Client or authorised representative of the Client in the presence of representatives of the Consultants who intended to be present physically or electronically at the time of scheduled opening. The successful technically qualified Consultants will be intimated by email/through procurement portal 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. Venue:</p>		

	<p>Date :To be notified later.</p> <p>Time: To be notified later.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude only the indirect taxes i.e. Goods and Services Tax (GST). The GST will be reimbursed to the Consultant after submission of the necessary documents indicating that GST 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>
26.1	Not Applicable
27.1 (QCBS only)	NA
	D. Negotiations and Award
28.1	<p>Expected date and venue for contract negotiations: <i>31.05.2021</i></p> <p>Venue: Office of the Superintending Engineer, Research Circle, Irrigation Research Institute, Roorkee</p>
30.1	<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: (https://eprocure.gov.in/eprocure/app)</p>
30.2	Expected date for the commencement of the Services: will be decided later.

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

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

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Preparation of Detailed Project Report (DPR) for Talghat Drinking Water & Water Body Creation Project, Pauri Garhwal, Uttarakhand under National Hydrology Project (NHP) *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

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

{OR

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

We hereby declare that:

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

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) *[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.]*
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company’s name or JV’s name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

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

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.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs equivalent)/ Amount paid to your firm	Role on the Assignment
{ e.g., Jan.2009– Apr.2010 }	{ e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{ e.g., Ministry of, country }	{ e.g., Rs }	{ e.g., Lead partner in a JV A&B&C }
{ e.g., Jan-May 2008 }	{ e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... }	{ e.g., municipality of....., country }	{ e.g., Rs }	{ 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-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
D-1	{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}													
D-2	{e.g., Deliverable #2:.....}													
n														

- 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-6 (FOR FTP AND STP)



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
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

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.

Note: The minimum field inputs for TL shall be 20 %

-  Full time input
-  Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

Joint Venture Partner Information Form

[The Consultant shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Consultant and for each member of a Joint Venture].

Date: *[insert date (as day, month and year) of Bid Submission]*

NCB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Consultant's Legal Name: <i>[insert Consultant's legal name]</i>
2. Consultant's JV Member's Legal Name: <i>[insert JV's Member legal name]</i>
3. Consultant's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Consultant's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Consultant's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.

Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Breakdown of Scope of Services

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 all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

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 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Scope of Services				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax: e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

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:

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

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 ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client’s Country									

{* 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 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. SCOPE OF SERVICES								
N°	Type sReimbursable 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}	INR		_____				
	{ e.g., reproduction of reports}	INR		_____				
	{e.g., Office rent}			_____				
			_____				
	{Training of the Client's personnel – if required in TOR}			_____				
Total Costs								

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.

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 party¹;
- (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 obligation²;
- (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 party³;

¹ 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.

² 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.

³ 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.

- (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 party⁴;
- (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 procedures⁵, 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 nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁵ 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.

⁶ 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

FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR TALGHATI DRINKING WATER & WATER BODY CREATION PROJECT, PAURI GARHWAL, UTTARAKHAND

1. BACKGROUND

Talghati Drinking Water & Water Body Creation Project, Pauri Garhwal, Uttarakhand is proposed to be constructed a barrage/dam across the River Vindhvasini, a tributary of the river Ganga near Kandara Village in Yamkeshwar Block of District Pauri Garhwal, Uttarakhand to meet the drinking water requirements of more than 10 villages of Yamkeshwar Block of Pauri Garhwal District and creation of water body for water conservation and ground water recharge. The total requirement of drinking water for aforesaid areas is about 4 MLD.

The proposed project site is located near the village Kandara about 14 km upstream of Gangabhogpur confluence the river Ganga and its tributary Vindhvasini. The Vindhvasini river emerges near the village Devrana (Yamkeshwar) and meets the river Ganga near Gangabhogpur village after travelling a total length of about 21 km through. The location of proposed project lies in between Latitude 29° 58' 3.08" N & Longitude 78° 22' 7.71"E and Latitude 29° 58' 6.40" N & Longitude 78° 22' 11.35"E. The catchment area of proposed area is about 13.65 sqkm. A Google map of the proposed project area has been shown below as Fig. 1 and index map of project area has been shown in Plate no. 1.

Water is to be collected at the site by construction of a dam/barrage for supplying it for drinking water purpose. The project envisages to supply as much drinking water as possible to all villages lies in Talghati region by way of storing water by constructing a dam/barrage of suitable height. The water is to be supplied to Peyjal Nigam, Uttarakhand. A viable water conductor system to carry the water at required location is to be designed. The possibility of Hydro Power Generation, if any, should also be considered.



Fig. 1 Google map of the Project Area

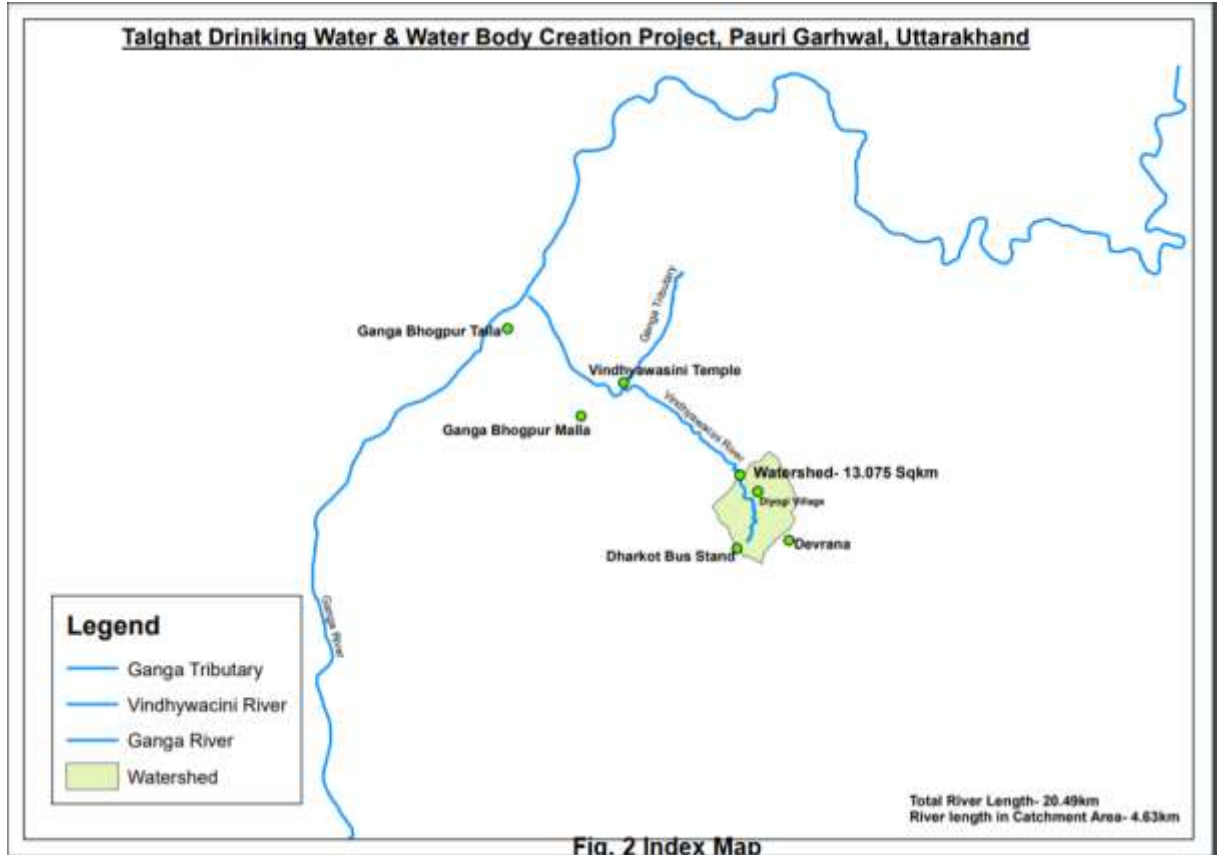


Fig. 2 Index Map

2. **Objective(s) of the Assignment**

The major objective of the consultancy is to prepare a Detailed Project Report (DPR) for the Talghati Drinking Water & Water Body Creation Project, Pauri Garhwal, Uttarakhand based on Barrage/Dam on River Vindhvasini in District Pauri Garhwal of Uttarakhand.

It would include the following tasks:

- To estimate the water requirement, water availability, storage capacity, seepage and other losses and assess its adequacy in meeting future demands as prevailing guidelines in respect of e-flows, inter-state/ international treaties/ agreements.
- To assess the existing water quality of the river across the months and propose suitable treatment plants to make it fit for drinking.
- To finalize the suitability of site and type of control structure viz. barrage/Dam.
- To assess reservoir capacity, silt load, etc. and to prepare SOP for reservoir operation.
- To integrate the results of topographical survey as per requirement and Geotechnical investigations as per direction of GSI for the preparation of the DPR.
- To carry out detailed design (Hydraulic & Structural) of the proposed barrage/Dam and its appurtenant structures with detailed drawings, specifications, cost estimate and construction schedule.
- To carry out environmental and social impact assessment (during the project construction and afterwards), including suggestion of remedial measures and estimation of environmental release in different months.
- To suggest a comprehensive plan for construction methodology, construction schedule, source of construction materials and prepare other chapters of DPR on river valley projects.
- Based on the water quality sample analysis and reconnaissance level field surveys, to prepare pre-feasibility report for establishment of water treatment plant for water supply to the designated population

3. Scope of Services, Tasks (Components) and Expected Deliverables

3.1 Scope of Services: All the services as mentioned in Para 2 “Objective(s) of the Assignment” are the major parts of the Scope of services. In addition to above, Scope of Services includes:

- Field Reconnaissance
- Hydro-meteorological Data Collection:
- Topographical Surveys
- Geological & Geotechnical Investigations
- Hydrological Investigations
- Water Quality Studies including Preparation of pre-feasibility report for water treatment plant to make water suitable for drinking before supply
- Environmental and Social Studies at primary level
- Hydraulic & Structural Design of Barrage/Dam and its Appurtenant Structures
- Preparation of DPR

3.1.1 Field Reconnaissance: First of all, Field Reconnaissance will be carried out by the Consultant. Thereafter, he will conduct a joint field visit of GSI Experts, Project Authority, Client and his various Field’s Experts to finalize the barrage/Dam axis and other parameter at his own cost.

3.1.1.1 Effect on Infrastructure i.e. road, bridge etc.:

3.1.2 Hydro-meteorological Data Collection: As Vindhvasini is very small tributary of River Ganga, no discharge and other hydro-meteorological data are available with the Client.

Hydro-meteorological data viz. rainfall, evaporation, temperature, relative humidity etc. observed at proposed site or nearby IMD station(s) and other discharge data will have to collect by the Consultant. In addition to CWC station having long discharge series, focus should also be on collecting data from stations in the nearby region with similar catchement size, even if it is for shorter period.

The consultant will also establish a manual gauging site at a suitable location near the site and collect and maintain gauge and discharge data over the contract period. The total cost of equipment and personnel have been included in the contract.

The department will take it over and continue observations after the expiry of the contract period.

3.1.3 Topographical Surveys: Geodetic surveys of the river portion up to 2.0 km in upstream and 500 m in the downstream sides at 1 m contour interval having a minimum area of survey 2.5 sqkm or as actual which is greater and cross-sections at every 50 m reach of the river portion up to 2.0 km in upstream and 500 m in the downstream sides any other related topographical surveys required at the time of investigations will have to be carried out by the Consultant, to be carried out following the current standards stipulated in the relevant codes of practice.

3.1.4 Geological & Geotechnical Investigations:

3.1.4.1 Geological Investigations: At present, 11 nos. of core drilling up to 25 m or 10 m into fresh rock whichever is earlier depth at different locations of the proposed barrage/Dam site as mentioned in Table 3.1 which will be carried out by the Consultant. If the total number (11 nos.) or total depth (275 m) of core drilling varies 10% in either side no extra cost would be paid or deducted by the Client. For more than $\pm 10\%$ variation in the total number or total depth of core drilling as per direction of GSI, the Client will pay for extra work in addition to contract agreement price or deducted for lesser work from contract agreement price on actual cost basis. Logging of core will be carried out by GSI/Wadia Institute of Himalayan Geology, Dehradun.

Table 3.1 Tentative Proposed Geological Investigations

S. no.	Location	Depth/Length	Number of drill holes	Remarks
1	Along Barrage/Dam Axis	25 m or 10 m into fresh rock whichever is earlier	5 nos. (i. DH-C: one in the center of the river bed. ii. DH-R & DH-L: two holes on right and two in left bank.	<ul style="list-style-type: none"> • Water percolation tests be carried out both in overburden and bedrock in all drill holes adhering to relevant BIS code. • 80 to 90% core recovery should be ensured in all the bore holes. • The quality and controlled drilling
2	Floor level (50m D/S of the proposed	25 m or 10 m into fresh rock whichever is earlier	3 nos. (i. DH-C: one in the center of the river bed. ii. DH-R & DH-L: one hole on right	

	barrage/dam axis)		and one in left bank.	must be ensured for high % core recovery.
3	Floor level (50m U/S of the proposed barrage/dam axis)	25 m or 10 m into fresh rock whichever is earlier	3 nos. (i. DH-C: one in the center of the river bed. ii. DH-R & DH-L: one hole on right and one in left bank.	<ul style="list-style-type: none"> • DDR be maintained by the driller at site and should be made available to Geologist at the time of geological logging. • Cores should be preserved properly following IS code. • A table containing summary of holes done in project area (drill hole no, coordinates (northing easting), ground elevation (m), location, angle with horizontal, depth of drill hole (m), total depth, RQD, core recovery, etc., are to be incorporated in DDR.
<p>Remark:</p> <ol style="list-style-type: none"> 1. Permeability by falling head method be done in overburden as per IS:5529- (Part-1) 1985. 2. In the bedrock In-situ permeability test (water pressure test / Lugeon test) are to be done as per IS:5529 (Part-2) 2006. 				

- In the bedrock In-situ permeability test (water pressure test / Lugeon test) @ 3.00 m of borehole or as per IS:5529 (Part-2) 2006 whichever is less shall have to be carried out by the Consultant.
- Geological mapping of the reservoir area up to 50 m high from FRL, 100 m downstream side of proposed barrage/Dam axis and Stability to Reservoir RIM area for assessment of the status of the slopes shall be carried out by the Consultant.

- Reference pillars @ 100 m c/c be constructed at suitable intervals at FRL all along the reservoir area shall be constructed by the Consultant.
- All the geological report will be got vetted by GSI/ Wadia Institute of Himalayan Geology, Dehradun.

3.1.4.2 Geotechnical Investigations (Geo-mechanics Properties):

Irrigation Research Institute, Roorkee has suggested to carry out the followings Geotechnical tests of field and lab as shown in Table 3.2.

Table 3.2 Geotechnical Investigations (Geo-mechanics Properties)

S. No.	Name of the Tests	No. of Tests required
1	2	3
1	Block Shear tests (Rock to Rock and Rock to Concrete)	02 nos.
2	Unit weight	04 nos.
3	Soil classification	05 nos.
4	Silt Factor	05 nos.
5	Uniaxial Compressive Strength (UCS)	01 No.
6	Deformability test	01 No.
7	Field Permeability Test on overburden as per IS:5529- (Part-1) 1985	05 Nos

All the tests have to be carried out by the Consultant, following the current standards stipulated in the relevant codes of practice.

3.1.5 Hydrological Investigations:

Detailed hydrological analyses such as water requirement, water availability, storage capacity, seepage and other losses will have to be carried out. An assessment of the adequacy of the storage in meeting future demands, considering a planning horizon of 30 years and a project completion period of 5 years, basin development, Water Availability, Design Flood, Diversion Flood, Sedimentation/ sediment deposition etc. shall be carried out and estimation of the same shall be performed as per CWC

guidelines by the Consultant. The cost of establishment of a manual gauge station at a suitable location near the dam site and collecting and maintaining gauge and discharge data records during the project assignment period has already been included in contract no extra payment will be made in this regard by the Client to the Consultant. All the hydrological investigations and estimation of aforesaid parameters shall get vetted by CWC/NIH, Roorkee/Department of Hydrology, IIT Roorkee/IDO, Roorkee and shall be approved by the Client. It will be the responsibility of the consultant to obtain an approval of CWC for the project hydrology. While there is no payment associated with the review and approval, the cost of making all necessary revisions will be on the consultant, till an approval is obtained.

3.1.6 Water Quality Studies:

The water quality samples have to be collected from the site covering all the months and changed sediment loads, and analysed for ascertaining its suitability for drinking as per standard procedures. All the tests towards river water quality in respect of drinking purposes as IS 10500 and other related Standards shall be carried by the Client periodically as required. Assessment the existing water quality of the river across the months and proposal for development of a suitable treatment plant to make it fit for drinking purposes will also be carried out by the Consultant.

The Consultant shall also prepare Pre-Feasibility Report for Water Treatment Plant. The report, based on reconnaissance survey and results of analysis of water quality samples collected from the site over the different months, would suggest a tentative location of the water treatment plant to make it suitable for distribution as drinking water, and include necessary components of the plant, its layout, detailed specification, approximate cost estimate and time requirement.

3.1.7 Environmental and Social Impact Assessment:

Environmental and social impact assessment (overall as well as during the project construction) will be carried out by the Consultant as per latest guidelines of MoEF & CC, Gol in respect of drinking water scheme or other similar river valley projects. The Consultant shall also suggest suitable remediation measures for its minimization. This will include estimation of environmental release for different months, following

regulations applicable currently. The task of the consultant will include obtaining an approval of the EAC in this regard.

3.1.8 Hydraulic & Structural Design of Barrage/Dam and its Appurtenant Structures:

After completion of topographical surveys, Geological & Geotechnical investigations, Hydrological studies & other related studies, Hydraulic & detailed Structural Design of Barrage/Dam and its Appurtenant Structures shall be carried out in accordance with relevant standards of BIS, Various guidelines etc. by the Consultant. All the designs as well as drawings shall get vetted from CWC/IITs/NITs/Reputed Govt. Technical Universities/IDO, Roorkee as selected by the Client and the same will be approved by the Consultant.

3.1.9 Preparation of Detailed Project Report (DPR):

After completion of aforesaid investigations/studies/designs, Detailed Project Report (DPR) shall be prepared by the Consultant and shall get approval from the Client. Any statutory clearances required for the execution of the project shall be taken by the Consultant from concerned department/organisations etc. The DPR shall include at least the following chapters which are mentioned below as:

(i) Chapter 1 – Introduction

- Background of the Project –
- Location of Project Area
- Access – Air / Rail / Road/ Other Communication Facilities, Index & Route maps
- General Climatic Conditions of the Project Area
- General Description of Topography, Physiography and Geology of the Project Area
- Need for the Project, Possible Options and Justification for Selected Option
- Water & Natural Resources of the State
- Socio- Economic Aspects including Tribal, Backward and Drought Areas
- Land Required for the Project Construction – Forest Land, Village Land and Agricultural Land, Total Area of the Land Being Submerged
- Population affected by the project and occupation of the people affected:

- Environmental Aspects
 - Inter State / International Aspects
 - Defence Angle, if any
 - Cost and Benefits of the Project
 - Construction Programme
- (ii) Chapter 2 – Basin Development**
- The River System
 - Basin Development
- (iii) Chapter 3 – Survey and Investigations:**
- Topographical and Other Surveys
 - Archaeological Surveys in the Reservoir Area
 - Mineral Survey in the Reservoir Area
 - Right of Way Surveys for the Reservoir
 - Rail and Aviation Facilities
 - Access Roads
 - Project Roads
 - Telecommunication Facilities
 - Geology and Geotechnical Features
 - Seismicity
 - Foundation Investigations of Different Structures/ Components of the Project indicating Bore Hole Details Soil/Rock Strata etc.
 - Construction Material Survey & Investigations
 - Hydrological & Meteorological Investigations
- (iv) Chapter 4 – Hydrology:**
- Purpose of Hydrology
 - Catchment Area Calculation
 - General Climate
 - Data Collection and their Validation & Statistical Consistency Checks
 - Water Availability

- Design Flood
 - Empirical Formulae
 - Frequency Analysis Approach
 - Hydrometeorological Approach
- Probable Maximum Non-Monsoon Flow to be Catered by Diversion Works
- Estimation of Suspended Sediment Inflow
- (v) Chapter 5 – Water Demand and Fixation of Reservoir Capacity:**
 - Water Demand for domestic and Industrial Supplies- Estimation of water demand considering domestic demand (with growth rate of current population as well as any other developmental plans already under consideration), agricultural, industrial and any other demands following the development plan, considering a planning horizon of 30 years and a project implementation period of 5 years
 - Fixation of Reservoir Capacity to meet the Water Demand
 - Reservoir Capacity and Submergence Curves
 - Sedimentation Data and Studies
 - Fixation of Full Reservoir & Minimum Drawdown Levels
 - Standard Operation Procedure (SOP) of the Reservoir
 - Life of Reservoir
 - Monthly Losses from the Reservoir (Evaporation, Seepage, etc.)
 - Flood Absorption on Regular/Flash Flood
 - Effect on Subsoil Water Table in the adjoining Areas Upstream and Downstream of the Barrage/Dam
 - Land Acquisition
 - Recreation Facilities
 - Pisciculture, if any
- (vi) Chapter 6 – Geology:**
 - Geology around Project Area
 - Geological and Geotechnical studies
 - Geotechnical Assessment of Reservoir

- Tectonic Setup of the Area
- Stability to Reservoir Rim
- Design of slope protection works
- Reservoir Competency
- Seismicity of the Area

(vii) Chapter 7 – Water Quality Studies:

- Assessment the existing water quality of the river
- Suggestion for suitable treatment at Water Treatment Plant to make it safe for drinking purposes

(viii) Chapter 8– Hydraulic & Structural Designs of Civil Hydromechanical Works:

Detailed Hydraulic & Structural Designs of Civil Hydromechanical Works along with conceptual layout, detailed designs and conceptual, detailed & constructions drawings have carried out and submitted by the Consultants details of which are mentioned below as:

- **Hydraulic & Structural Designs of Civil Works**
 - Barrage/Dam and its appurtenant structures
 - Intake Works, etc.
- **Hydraulic & Structural Designs of Hydromechanical Works**
 - Barrage/Dam Spillway Gates
 - Barrage/ Dam Spillway Stoplogs
 - Barrage/ Dam Undersluice Gate, if provided
 - Barrage/ Dam Undersluice Stoplog, if provided
 - Intake Gates, if provided
 - Intake Stoplogs, if provided
 - Intake Trashracks
 - Rope Drum Hoist (Barrage/Dam, Barrage/Dam Undersluice & Intake gates)
 - Gantry Crane (for Barrage/Dam Stoplogs)
 - Mono-Rail Hoist for Intake Stoplog, etc.

(ix) Chapter 9– Construction Programme and Plant Planning

- Introduction to Construction Methodology of major components, source materials, etc.
 - Basic Considerations
 - Number and Type of Construction Contracts, Basic Hypothesis
 - Scheduled Working Hours
 - Construction Period
 - Criteria for Working out Equipment
 - General Transport
 - Diversion System: Construction Methods And Equipment
 - Barrage/Dam & Intake: Construction Methods & Equipment, etc.
- (x) Chapter 10 – Project Organization:**
- (xi) Chapter 11– Infrastructure Facilities:**
- Roads (alignment of new roads viz. quarry site to crushing plant/project site, crushing plant to project site, project site to labour camp/camp office/site office, realignment of submerged road etc.)
 - Buildings
 - Communication
 - Plant Area
 - Field Workshop
 - Construction Power
 - Safety, etc.
- (xii) Chapter 12– Environmental, Ecological & Social Aspects**
- Ambient air and water quality parameters
 - Flora and fauna including any endangered species, if present
 - Measures for minimizing environmental impacts during and after construction
 - Numbers of trees affected and compensatory reforestation plans
 - Project affected families with special reference to persons belonging to SC/ST category
 - Rehabilitation plans, as and if required

(xiii) Chapter 13 – Cost Estimates

- Basis of the Estimate
- Description of Items
 - Direct Charges
 - Works
 - A-Preliminary
 - B-Land
 - C-Works
 - K-Buildings
 - M-Plantation
 - O-Miscellaneous
 - P-Maintenance
 - Q-Special T and P
 - R-Communication
 - X-Environment and Ecology
 - Y- Losses on Stocks
 - II-Establishment
 - III-Ordinary Tools & Plants
 - IV – Suspense
 - V-Receipts and Recoveries
 - INDIRECT CHARGES
 - I – Audit & Account
 - II – Capitalisation of abetment of Land Revenue
- General Criteria for Analysis of Rates
 - Materials
 - Labour
 - Plant and Equipment
 - Overhead and Contractor's Profit, etc.

(xiv) Chapter 14 – Allocation of Funds:

(xv) Chapter 15 – Benefits of the Project:

(xvi) Chapter 16 – Future Utilization:

(xvii) Chapter 17– Recommendations:

(xviii) Chapter 18 – Clearances / Inputs:

3.2 Task (Component):

The whole consultancy services have been divided into five Tasks and payment will be completion of Task-wise which are mentioned in Table- 7.1 given below as:

Table 7.1 Task/Milestone and Time Period

S. No.	Tasks / Milestone	Services which include completion of Investigations/studies/Design /preparation of Chapters, Submission and Approval of the same from the Client Or Expected Deliverables	Time required in Month(s)
1	Task-1	Site visit & Inception Report	0 – 0.5
		<ul style="list-style-type: none"> • Hyd-met. Data Collection, • Hydrological Studies, • Topographical Survey, if any, • Chapter -2, • Chapter -3, • Chapter -4 and • Chapter -5. 	0 - 03
2	Task-2	<ul style="list-style-type: none"> • Chapter – 6 and • Chapter -7 	0 - 05
3	Task-3	<ul style="list-style-type: none"> • Chapter - 8 	0 - 07
4	Task-4	<ul style="list-style-type: none"> • All Chapters of DPR and PFR for Water Treatment Plant 	0 - 08
5	Task -5	<ul style="list-style-type: none"> • Statutory Clearance(s) 	0 - 09

3.3 Expected Deliverables:

3.3.1 Inception Report

Within a period of 1 month of commencement of the Consultancy, the Consultant shall submit an Inception Report. The Inception Report shall include - .

- i. Project Appreciation;
- ii. Detailed methodology to meet the requirements of the TOR finalized in consultation with the Client; including scheduling of various sub- activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for project preparation after due inspection of the entire work area and collection/ collation of necessary information;
- iii. Task Assignment and Manning Schedule;
- iv. Work programme;

3.3.2 Expected Deliverables:

Key Deliverables:

The key outputs of the assignment shall be a Detailed Project Report for the Talghat Drinking Water & Water Body Creation Project, Pauri Garhwal, Uttarakhand. The DPR will be prepared to include all data, maps, information, analysis, results, drawings, specifications, cost estimate, etc. as mentioned in Clauses 3.3.1 and 3.3.2 in accordance with Table 7.1. The responsibility for obtaining an approval of the project hydrology by the CWC will rest with the consultant. The DPR should also include social and environmental impact analysis of the project, both during construction and afterwards. It will include obtaining environmental clearance after carrying out assessment of rehabilitation and resettlement requirement and afforestation, if needed. The consultant is required to obtain the necessary approval from the EAC in this regard. The report would also contain specific recommendations as specified under the scope of works.

The output should also include a Pre-Feasibility Report for establishment of Water Treatment Plant to make the water suitable for drinking. This will include the tentative location and layout, and provide the detailed specifications for the required components as well as estimates for cost and time required for construction.

3.4 Responsibility of the Consultant

The responsibilities of the Consultant would include (but not be limited to) the following.

- Conduct and complete the consultancy and prepare the Detailed Project Report for the Talghati Barrage/Dam and PFR for Water Treatment Plant as per the agreed TOR and Scope of the Consultancy.
- Obtain necessary approval from CWC for the project hydrology
- Obtain necessary approval from EAC for social and environmental impact assessment
- Conduct field visits as required for data collection or to verify results, including collection of gauge and discharge and water quality samples.
- Collect data as needed for assessment from concerned agencies.
- Carry out all field survey, if required and necessary tests and analysis like topographical survey, geological, geophysical, geotechnical and seismic analysis to enable design of barrage/Dam and rock slope protection works upstream and downstream, soil sample analysis at field and laboratory, water quality analysis etc, following the current standards stipulated in the relevant Indian standards. The unit rates for each type of investigation is to be quoted by the consultant and the payment is to be made as per actual quantities of investigation performed.
- Hand over all the data and information to the Client after the completion of the project.

3.5 Duration of Consultancy

Total anticipated duration of the project is 09 months.

3.6 Handling Restricted Data

The Consultants, their sub-consultants, and the personnel of either of them shall not, either during the term or even after the expiration of this Contract, disclose any proprietary or confidential information relating to the assignment, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client. Certain data (such as topographic maps in 1:50,000 scale with heights and contour information, river discharge data if any, and high resolution DEM or contour information generated therefrom) which may be procured/prepared and used in development and operation of flood models may be considered 'restricted' as per Gol's

Ministry of Defence and Ministry of Jal Shakti guidelines. Keeping in view security guidelines for data secrecy and to provide optimum functionality and to enable sharing data, secure data handling environment should be used, with the organisation and all concerned persons mandatorily being required to sign the document on maintenance of data confidentiality and non-disclosure.

3.7 Contract Administration

For the purposes of this assignment, the Consultant will report to Irrigation Research Institute, Roorkee under the Irrigation Department, Uttarakhand. The consultant will work closely with the IRI and other relevant agencies. This will involve discussions of the interim results and progress.

3.8 Conflicts of Interest

The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 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. The conflict of interest may arise due to indulgence in either one or more of conflicting activities, conflicting assignments or conflicting relationships.

4. Team Composition & Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the Key Experts under Data Sheet 21.1 of the ITC)

4.1 Tentative Team of Consultants

The Consultant shall provide an indication of the size of team for this assignment, the range of skills and team composition at various times during the assignment would be required to ensure adequate engagement and consultation. Consultants are expected to provide the required duration of involvement (person-months) for each of the team members on this assignment. The tentative envisaged team may be:

Sl. No.	Position	Qualification	Person-months
Key Experts			

Sl. No.	Position	Qualification	Person-months
K-1	Team Leader & Hydrologist/ Hydraulic Engineer	<ul style="list-style-type: none"> • M. Tech/ M.E in Hydrology/ Hydraulics/Structural/ Water Resources Engineering • Minimum of 10 years' working experience • Experience in preparation of DPRs for river valley projects • Experience in barrage/dam projects would be an advantage 	5
K-2	Hydrology Expert	<ul style="list-style-type: none"> • M. Tech/ M.E in Hydrology/ Hydraulics/ Water Resources Engineering • Minimum of 5 years' working experience • Experience in water availability and demand assessment • Experience in estimation of design flood for the project as well as the construction diversion • Experience in barrage/dam projects would be an advantage 	3
K-3	Structural Engineering Expert	<ul style="list-style-type: none"> • M. Tech/ M.E in Structural Engineering • Minimum of 5 years' working experience, preferably with an organisation dealing with design/ consultancy projects • Experience in design of barrage/dam structures • Experience in design of water treatment plant will be preferred 	3
K-4	Water Quality Expert	<ul style="list-style-type: none"> • M. Tech/ M.E/ M.Sc. in environmental science/chemistry /environmental engineering • Experience in planning and execution of sample collection and analysis • At least 5 years' experience in design of treatment plant for drinking water supply • Experience in water quality modelling will be preferred 	2
K-5	Social and Environmental Expert	<ul style="list-style-type: none"> • Graduate/ Post Graduate Degree in Environmental Management / Social / fields Engineering • Minimum of 5 years' working experience in the field of social and environmental impact assessment of projects 	2

Sl. No.	Position	Qualification	Person-months
		<ul style="list-style-type: none"> Degree in Civil Engineering or related discipline would be preferable 	
K-6	Geologist/ Geotechnical Expert	<ul style="list-style-type: none"> Post graduate degree in geology/ geotechnical engineering/ equivalent Minimum 5 years' experience in geology of barrage/dams Experience in analysis and interpretation of results Experience in design of rock slope protection 	1
Non-Key Experts			
NK-1	Senior Estimator	<ul style="list-style-type: none"> Graduate in Civil Engineering/ Masters in Finance or Economics Minimum 3 years of working experience in project cost estimation Adept in rate analysis, cost estimation with special reference to projects at the DPR stage 	1.5
NK-2	Hydromechanical Expert	<ul style="list-style-type: none"> Post Graduate in Mechanical Engineering Minimum of 5 years' working experience, preferably with an organisation dealing with design/ consultancy projects Experience in design of spillway gates and sluices 	1
NK-3	Senior Draughtsperson	<ul style="list-style-type: none"> ITI certificate in draughtsmanship At least 3 years' working experience in engineering design office Experience in barrage/dam projects 	3
NK-4	Surveyor	<ul style="list-style-type: none"> ITI certificate in Field Surveying At least 5 years' working experience in field surveying 	0.5
NK-5	RS/GIS Specialist	<ul style="list-style-type: none"> M.Sc. Geography /Geosciences/Geoinformatics, with specialization in RS / GIS or post-graduate diploma in remote sensing and GIS At least 5 years' working experience in field of RS/GIS 	0.5
NK-6	Technical Support Staff (2)	<ul style="list-style-type: none"> Graduate in Engineering, preferably with 2 years professional experience 	2x09

Sl. No.	Position	Qualification	Person-months
		<ul style="list-style-type: none"> Should have adequate knowledge of Computer maintenance and networking Extensive knowledge and experience on MS Office 	
NK-7	Non-technical Support Staff (2 persons each for 09 months and 1 person for 6 month)	<ul style="list-style-type: none"> Graduate in any discipline, preferably with 2 years professional experience Experience in use of Microsoft Office products will be preferred 	2x09 1x06

4.2 Terms of Engagement

The consultancy agreement for preparation of DPR of Talghati Drinking Water & Water Body Creation Project, Pauri Garhwal, Uttarakhand and PFR for a Water Treatment Plant to make it suitable for drinking would be on a lump-sum basis, with a mandate to deliver the work in a fixed time period. Once submitted, there will not be any further moderation allowed, and the final payment will be subject to the acceptance of the final work by the Client. In case the work requires a modification due to a technical flaw on the part of the consultant, the Consultant would be liable to revise it without being eligible for any additional payment. The bidder will have to qualify first in terms of strength, experience and expertise, before being considered for the merit of the financial proposal. The prospective bidder(s) may include a section describing the solutions they had delivered to solve similar problems elsewhere and an indication of some innovative pathways they propose to use for the current task.

5. Reporting Requirements and Time Schedule for Deliverables

The Consultant shall have to submit at a minimum of the followings:

5.1 Format, Frequency, and Contents of Reports:

Language of the DPR should be in English and format of the same shall be as per CWC and/or Drinking Water Scheme Guidelines. Report's text in MS Word, all drawings in AutoCAD and Maps in SAP/AutoCAD format along with PDF of all documents). Frequency of submission of the report shall be in accordance with Table 7.1 and contents of the same shall be as per Clause 3.1.9 and any other required for the DPR.

5.2 Number of Copies, and Requirements to Electronic submission (or on CD ROM).

Final reports shall be delivered in Pendrive/ CD ROM (Report's text in MS Office, all drawings in AutoCAD and Maps in SAP/AutoCAD with editable version (MS Word) along with PDF of all documents) in addition to 12 (Twelve) number of hard copies. All data, analysis and other information collected for carrying out the assignment shall be handed over to the client after the end of the contract.

5.3 Dates of submission;

The dates of submissions of different in accordance with time given in Table 7.1 from the date of start of the consultancy works.

5.4 Persons to receive them; etc.

All the investigations/studies/design/ Chapters/DPR shall be received from the Client's end by the Superintending Engineer, Research Circle, Irrigation Research Institute, Roorkee.

Address: Superintending Engineer, Research Circle, Irrigation Research Institute, Roorkee, Distt. Haridwar, Uttarakhand PIN 247667.

6. Client's Input and Counterpart Personnel

6.1 Services, Facilities and Property to be made available to the Consultant by the Client:

The Client will provide

- Data, studies and information that is available with the Department as mentioned earlier
- Authorization letter to access data that is available with other State/Central Departments
- Carry out water quality tests etc.
- Access to other consultants working on similar problems in the area.

6.2 Professional and Support Counterpart Personnel to be assigned by the Client to the Consultant's Team:

- (i) Superintending Engineer, Research Circle, Irrigation Research Institute, Roorkee.
- (ii) Executive Engineer (Procurement Officer-2), SPMU, NHP, Roorkee.

- (iii) Executive Engineer, ID, Dugadda, Pauri Grahwal.
- (iv) Assistant Engineer, SPMU, NHP, Roorkee.
- (v) Assistant Engineer, ID, Dugadda, Pauri Grahwal.

Lump-Sum Form of Contract

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Bank's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(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 relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]; toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the [loan/credit/grant] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of 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: Breakdown of Contract Price
- Appendix D: 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; Appendix D. 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 Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
- (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 Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

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

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

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

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 45.1;

- (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 Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (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) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be

approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

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

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

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

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

**21. Conflict of
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 38 through 42) 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 provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

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

25.2 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.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 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. Removal of Experts or Sub-consultants** 31.1 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 or 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.
- 31.2 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.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 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**.

33. Access to Project Site

33.1 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.

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

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 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**.

36. Counterpart Personnel

36.1 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**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services

pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 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**.

39.2 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.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

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

41.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The

Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond Thirty (30) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

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

44.2 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 45.1 shall apply.

45. Dispute Resolution

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

II. General Conditions

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

(the text in this Attachment 1 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 party⁷;
- (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 obligation⁸;
- (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 party⁹;

⁷ 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.

⁸ 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.

⁹ 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.

- (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 party¹⁰;
- (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 procedures¹¹, 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 nominated¹² sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

¹⁰ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹¹ 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.

¹² 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

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Republic of India
4.1	The language is English
6.1 and 6.2	<p>The addresses are:</p> <p>Client :Superintending Engineer Research Circle Research Institute, Roorkee- 247 667 Haridwar, Uttarakhand E mail: uttarkhandwr@gmail.com Tel: 91-1332-265174</p> <p>Consultant : _____ _____</p> <p>Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[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>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Superintending Engineer Research Circle Research Institute, Roorkee- 247 667 Haridwar, Uttarakhand E mail: uttarkhandwr@gmail.com Tel: 91-1332-265174</p>

	For the Consultant: <i>[name, title]</i> _____
11.1	Not Applicable
12.1	Termination of Contract for Failure to Become Effective: The time period shall be Four months
13.1	Commencement of Services: The number of days shall be 30 days after signing of the contract 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.
14.1	Expiration of Contract: The time period shall be 09 months.
21 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 Yes
23.1	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or wilful 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: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (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; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "applicable law in the Client's country in India",

	<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>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of 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 125.00 Lakh;</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>

	(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.
27.1	<i>Nil</i>
27.2	The Consultant shall not use these information, documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
32.1 (a) through (e)	<i>Not Applicable</i>
32.1(f)	<i>N.A.</i>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable inclusive of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</i></p>
39.1 and 39.2	The Client shall reimburse the Consultant only GST paid by the Consultant,
41.2	<p>The payment schedule:</p> <p>The whole consultancy services have been divided into five Tasks and payment will be completion of Task-wise which are mentioned in Table given below as:</p>

S. No.	Tasks / Milestone	Services which include completion of Investigations/studies/Design /preparation of Chapters, Submission and Approval of the same from the Client Or Expected Deliverables	Time required in Month(s)	Payment after completion of Task and acceptance of the same by the client as percentage of Total Contract agreement Price
1	Task-1	Site visit & Inception Report	0 – 0.5	10%
		<ul style="list-style-type: none"> • Hyd-met. Data Collection, • Hydrological Studies, • Topographical Survey, if any, • Chapter -2, • Chapter -3, • Chapter -4 and • Chapter -5. 	0 - 03	15%
2	Task-2	<ul style="list-style-type: none"> • Chapter – 6 and • Chapter -7 	0 - 05	20%
3	Task-3	<ul style="list-style-type: none"> • Chapter - 8 	0 - 07	20%
4	Task-4	<ul style="list-style-type: none"> • All Chapters of DPR 	0 - 08	15%
5	Task -5	<ul style="list-style-type: none"> • Statutory Clearance(s) 	0 - 09	20%

41.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment 10% of the negotiated amount (in INR currency) shall be made within 30 days after the effective date of start of contract against receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against the first three payment as indicated in SCC 41.2. (2) The advance bank payment guarantee shall be in the amount and in the currency (INR) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
41.2.4	<p>The accounts are: for local currency: <i>INR</i></p>
42.1	<p>The interest rate is: 4% per annum.</p>
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 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"> (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 Indian Council of Arbitration, New Delhi 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 Indian Council of Arbitration, New Delhi shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (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

	<p>Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Indian Council of Arbitration, New Delhi (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 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.</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>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> <p>(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>which is neither the Client's country nor the Consultant's country</i>];</p> <p>(b) the English language shall be the official language for all purposes; and</p>

	<p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

.....

APPENDIX B - KEY EXPERTS

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

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or

inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 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 ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client’s Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE*[See Clause GCC 41.2.1 and SCC 41.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** _____ *[insert Name and Address of Client]***Date:** _____ *[insert date]* _____**ADVANCE PAYMENT GUARANTEE No.:** _____ *[insert number]* _____

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 ____ *[insert date]* _____ with the Beneficiary, 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 _____ *[insert amount in figures]* (_____ *[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____ *[amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has 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]*.

¹ 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.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of __[month]_____, [year]__,² 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 (URDG) 2010 revision, ICC Publication No. 758.

[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.}

² 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.”

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 all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

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}

Tender Inviting Authority: Superintending Engineer, Research Circle, Irrigation Research Institute, Roorkee

Name of Work: Preparation of Detailed Project Report (DPR) for Talghat Drinking Water & Water Body Creation Project, Pauri Garhwal, Uttarakhand under National Hydrology Project (NHP)

Contract No: 21/SE/(R)/NHP/RFP/2020-21

Name of the Bidder/ Bidding Firm / Company :				
FORM FIN-2: Summary of Cost				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Consultant Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	13	53	55
1	Cost of the Financial Proposal (including 1.01 & 1.02)			
1.01	Remuneration cost as per Form FIN-3 (BREAKDOWN OF REMUNERATION)			
1.02	Scope of Services as per FORM FIN-4 (BREAKDOWN OF REIMBURSABLE EXPENSES)			
Total in Figures				
Quoted Rate in Words				

Tender Inviting Authority: Superintending Engineer, Research Circle, Irrigation Research Institute, Roorkee

Name of Work: Preparation of Detailed Project Report (DPR) for Talghat Drinking Water & Water Body Creation Project, Pauri Garhwal, Uttarakhand under National Hydrology Project (NHP)

Contract No: 21/SE/(R)/NHP/RFP/2020-21

Name of the Bidder/ Bidding Firm / Company :						
FORM FIN-3: BREAKDOWN OF REMUNERATION						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Person-month Remuneration Rate including overhead charge(s) In Figures To be entered by the Consultant Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Key Experts					
1.01	Team Leader & Hydrologist/Hydraulic Engineer	5.000	Nos			
1.02	Hydrology Expert	3.000	Nos			
1.03	Structural Engineering Expert	3.000	Nos			
1.04	Water Quality Expert	2.000	Nos			
1.05	Social and Environmental Expert	2.000	Nos			
1.06	Geologist/ Geotechnical Expert	1.000	Nos			
2	Non-Key Experts					
2.01	Senior Estimator	1.500	Nos			
2.02	Hydromechanical Expert	1.000	Nos			
2.03	Senior Draughtsperson	3.000	Nos			
2.04	Surveyor	0.500	Nos			
2.05	RS/GIS Specialist	0.500	Nos			
2.06	Technical Support Staff (2 persons each for 09 months)	18.000	Nos			
2.07	Other Support Staff (2 persons each for 09 months and 1 person for 6 months)	24.000	Nos			
Total in Figures						
Quoted Rate in Words						

Tender Inviting Authority: Superintending Engineer, Research Circle, Irrigation Research Institute, Roorkee

Name of Work: Preparation of Detailed Project Report (DPR) for Talghat Drinking Water & Water Body Creation Project, Pauri Garhwal, Uttarakhand under National Hydrology Project (NHP)

Contract No: 21/SE/(R)/NHP/RFP/2020-21

Name of the Bidder/ Bidding Firm / Company :						
FORM FIN-4: BREAKDOWN OF REIMBURSABLE EXPENSES (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Consultant Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Scope of Services					
1.01	Hydro-meteorological Data Collection	1.000	Job			
1.02	Topographical Surveys	1.000	Job			
1.03	Geological & Geotechnical Investigations	1.000	Job			
1.04	Misc. Charges (including travelling & other expenses, preparation of DPR as per RFP, required vetting charges & statutory Clearances, etc.)	1.000	Job			
Total in Figures						
Quoted Rate in Words						