

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

GOVERNMENT OF INDIA

REQUEST FOR PROPOSALS

FOR

**Selection of Consultants
FOR PROVIDING CONSULTANCY SERVICES**

FOR

**TECHNICAL ASSISTANCE AND MANAGEMENT
CONSULTANCY**

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

Including Sample Contract

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: 21/125/2015-NHP/01

Selection of Consulting Services for Consultancy Services For Technical Assistance and Management Consultancy In National Hydrology Project (Under QCBS System)

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

Country: India

Project: National Hydrology Project

Issued on: 04-11-2016

Preface

This electronic Request for Proposals (“RFP”) has been prepared by the Ministry of Water Resources, River Development and Ganga Rejuvenation and is based on the Standard Request for Proposals (“SRFP”) issued by the World Bank¹ (“the Bank”), dated October, 2011 and modified for the use in electronic procurement.

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

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PART I

Section 1. Letter of Invitation

RFP No. 21/125/2015-NHP/01; Loan/Credit/Grant No- Applied
New Delhi, 04-11-2016

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

Dear Mr./Ms.:

1. Government of India has applied for financing from the International Bank for Reconstruction and Development (IBRD) toward the cost of National Hydrology Project (NHP), and intends to apply a portion of this loan to eligible payments under this Contract for which this Request for Proposal is issued. The Client intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Borrower or Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower/Client shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. Ministry of Water Resources, River Development and Ganga Rejuvenation (MoWR, RD & GR) now invite Proposals to provide the following Consulting Services: “Technical Assistance and Management Consultancy” in NHP of MoWR, RD & GR, GOI. The primary objective of the TAMC is to support the National Project Monitoring Unit (NPMU) of the MOWR, RD & GR in the implementation of the project. It will provide support to all implementing agencies to assist with project planning, procurement, technical developments, training and capacity building. It will provide support for project reporting to the World Bank, and monitoring project progress. It is expected that the duration of the services will be for a period of 8 years. More details on the Services are provided in the Terms of Reference (Section 7)
3. The Client now invites proposals to provide the consulting services (hereinafter called “Services”): Consultancy Services For Technical Assistance and Management Consultancy to the shortlisted Consultants listed below:
 - a. CH2M Hill International Ltd, USA In association with CH2M Hill (India) Pvt Ltd, India
 - b. Black & Veatch Pvt. Ltd. India

- c. EPTISA Services, Spain in Joint Venture with Ernst & Young LLP, India
 - d. Mott MacDonald (UK), United Kingdom in joint venture with Mott MacDonald (India) India and PricewaterhouseCoopers Pvt. Ltd. India
4. It is not permissible to transfer this invitation to any other firm.
 5. A firm/ Joint Venture will be selected under Quality-and Cost-Based Selection (QCBS) and as per procedures described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: www.worldbank.org/procure. The Proposal should be in FTP Standard Form.
 6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal FTP- Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 –Eligible Countries
 - Section 6 – Bank's Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract Time-Based
 7. The RFP is available online at on the NHP's website <http://www.indiawrm.org> 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/>
 8. Please inform us by E-mail : sjc1nhp-mowr@gov.in / sjc2nhp-mowr@nic.in
 - (a) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
 9. Details on the proposal's submission date, time and address are provided in Clauses 17.7and 17.9 of the ITC.

Yours sincerely,

Neeraj Kumar Manglik
Director, NHP

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

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

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

Consultant pursuant to the Contract.

- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

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

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

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

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

3. Conflict of Interest

3.1 The 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,

and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

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

b. Conflicting assignments

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

c. Conflicting relationships

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

4. Unfair Competitive Advantage

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

5. Corrupt and

5.1 The Bank requires compliance with its policy in regard to

Fraudulent Practices

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

6.3.3 Government-owned enterprises or institutions in the

Government-owned Enterprises

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 Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the Data Sheet.
- 10. Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 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, by notifying all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. Mode of notifications is specified in the Data Sheet.

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 be provided which shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

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

c. Sub-Contracting

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

13. Clarification and

13.1 The Consultant may request an online clarification of any

Amendment of RFP

part of the RFP during the period and in accordance with the procedure indicated in the Data Sheet before the Proposals' submission deadline. The Client will respond online by uploading the response on the portal (including an explanation of the query but without identifying its source) for information of all shortlisted Consultants. Should the Client deem it necessary to amend the e-RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with procedure described in Data Sheet, the amendment shall be binding on all shortlisted Consultants.

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, online, in accordance with the procedure described in the Data Sheet. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

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

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

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

14.1.3 If stated in the Data Sheet, the Consultant shall

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

15. Technical Proposal Format and Content

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

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

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

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

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C. Submission, Opening and Evaluation

17. Submission of

17.1 The Consultant shall submit a digitally signed,

Proposals

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

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score by sending a notification through the means indicated in the Data Sheet. The notification shall also include information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion. Financial Proposals of those Consultants whose Technical Proposals did not meet the minimum qualifying score shall not be opened. In such case, a notification to that effect will be sent to the Consultant. The Client shall simultaneously notify those Consultants that have achieved the minimum overall technical score and inform them of the date, time and, if indicated in the Data Sheet, location for online opening of the Financial Proposals. The Consultant's attendance at the opening of the Financial Proposals (online, or in person, if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. If the Data Sheet provides an option of attending in person, the opening date should allow the Consultants sufficient time to make arrangements for attending the opening.

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

and the results of the financial opening.

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

a. Time-Based Contracts

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

b. Lump-Sum Contracts

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

25. Taxes

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

26. Conversion to Single Currency

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

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as

(QCBS)

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.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

- b. Technical negotiations** 28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

- c. Financial negotiations** 28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the

evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

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

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

29. Conclusion of Negotiations

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

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

30. Award of Contract

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

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

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	Union of India
2.1	<p>Name of the Client: Ministry of Water Resources, River Development and Ganga Rejuvenation, Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001, India</p> <p>Method of selection: Quality and Cost Based Selection [QCBS] 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</p> <p>The name of the assignment is Consultancy Services on “Technical Assistance and Management Consultancy”</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 22-11-2016 Time: 11:00 Hrs. Address: Conference Room, Shram Shakti Bhawan, Rafi Marg, New Delhi 110001, India Telephone: +91-1123715919 E-mail: secy-mowr@nic.in Contact person/conference coordinator: Director (NHP), 232, 2nd Floor, Block-3, CGO Complex, Lodhi Road, New Delhi -110 003, Phone: 011-24369543/24363417, Fax: 011-24363417, Email: sjc1nhp-mowr@gov.in / sjc2nhp-mowr@nic.in</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <ul style="list-style-type: none"> (i) Information about implementing agencies. (ii) Providing information about the broad set up/ working of implementing agencies as required for consultants’ work (iii) Assistance and Exemptions as per clause 5 of GCC

	<p>(iv) Office space in New Delhi with energy (electricity) and water supply.</p> <p>(v) Office space for regional centres at Guwahati/ Shillong, Bhubaneswar, Hyderabad & Pune.</p>
4.1	NA
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	<p>This RFP has been issued in the English language.</p> <p>All Proposals shall be submitted in English</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(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 calendar days, after the proposal submission deadline (i.e., until: 20-03-2017).

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: sjc1nhp-mowr@gov.in / nhp-mowr@nic.in Clarifications sent through any other medium shall not be accepted.																																										
13.2	The Consultant can upload the modified proposal or a modification to any part of it at any time prior to the proposal submission deadline, online only. Only the last dated proposal shall be considered. No modification to the Technical or Financial Proposal shall be accepted offline or after the deadline.																																										
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes Or (b) other shortlisted Consultants: No																																										
14.1.2	<p>Estimated input of Key Experts' - time-input</p> <table border="1" data-bbox="431 993 1295 1860"> <thead> <tr> <th data-bbox="431 993 545 1098">S No.</th> <th data-bbox="545 993 1105 1098">Position</th> <th data-bbox="1105 993 1295 1098">Suggestive Person-months</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="431 1098 1295 1157"><i>International Experience</i></td> </tr> <tr> <td data-bbox="431 1157 545 1199">1</td> <td data-bbox="545 1157 1105 1199">Team Leader</td> <td data-bbox="1105 1157 1295 1199">78</td> </tr> <tr> <td data-bbox="431 1199 545 1272">2</td> <td data-bbox="545 1199 1105 1272">River Basin Modeling Expert</td> <td data-bbox="1105 1199 1295 1272">72</td> </tr> <tr> <td data-bbox="431 1272 545 1314">3</td> <td data-bbox="545 1272 1105 1314">Hydro-met Instrumentation Expert</td> <td data-bbox="1105 1272 1295 1314">36</td> </tr> <tr> <td data-bbox="431 1314 545 1430">4</td> <td data-bbox="545 1314 1105 1430">Hydrogeologist and Ground Water Modeling Expert</td> <td data-bbox="1105 1314 1295 1430">36</td> </tr> <tr> <td colspan="3" data-bbox="431 1430 1295 1488"><i>National Experience</i></td> </tr> <tr> <td data-bbox="431 1488 545 1530">5</td> <td data-bbox="545 1488 1105 1530">Deputy Team Leader</td> <td data-bbox="1105 1488 1295 1530">72</td> </tr> <tr> <td data-bbox="431 1530 545 1572">6</td> <td data-bbox="545 1530 1105 1572">Sr. Procurement Expert</td> <td data-bbox="1105 1530 1295 1572">72</td> </tr> <tr> <td data-bbox="431 1572 545 1614">7</td> <td data-bbox="545 1572 1105 1614">MIS & IT Expert</td> <td data-bbox="1105 1572 1295 1614">78</td> </tr> <tr> <td data-bbox="431 1614 545 1730">8</td> <td data-bbox="545 1614 1105 1730">Hydrologist and Hydrological Modeling Expert</td> <td data-bbox="1105 1614 1295 1730">72</td> </tr> <tr> <td data-bbox="431 1730 545 1772">9</td> <td data-bbox="545 1730 1105 1772">Remote Sensing Expert</td> <td data-bbox="1105 1730 1295 1772">48</td> </tr> <tr> <td data-bbox="431 1772 545 1814">10</td> <td data-bbox="545 1772 1105 1814">Capacity Building Expert</td> <td data-bbox="1105 1772 1295 1814">48</td> </tr> <tr> <td colspan="2" data-bbox="431 1814 1105 1860">Total person months</td> <td data-bbox="1105 1814 1295 1860">612</td> </tr> </tbody> </table>	S No.	Position	Suggestive Person-months	<i>International Experience</i>			1	Team Leader	78	2	River Basin Modeling Expert	72	3	Hydro-met Instrumentation Expert	36	4	Hydrogeologist and Ground Water Modeling Expert	36	<i>National Experience</i>			5	Deputy Team Leader	72	6	Sr. Procurement Expert	72	7	MIS & IT Expert	78	8	Hydrologist and Hydrological Modeling Expert	72	9	Remote Sensing Expert	48	10	Capacity Building Expert	48	Total person months		612
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<p>14.1.3 for time-based contracts only</p>	<p>The Consultant's Proposal must include the minimum Key Experts' time-input of 612 person-months.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
<p>15.2</p>	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p>16.1</p>	<p>A sample list is provided below for guidance. Items that are not applicable should be deleted, others may be added.</p> <ol style="list-style-type: none"> (1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads; (4) cost of applicable international or local communications such as the use of telephone, internet and facsimile required for the purpose of the Services; (5) cost of reports production (including printing) and delivering to the Client; (7) other relevant allowances where applicable, if any
<p>16.2</p>	<p>A price adjustment provision applies to remuneration rates: Yes</p>
<p>16.3</p>	<p>"Information on the Consultant's tax obligations can be found on http://dor.gov.in/</p> <p>Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties.</p>
<p>16.4</p>	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in US Dollar (\$), Euro (€) and UK Pound Sterling (£).</p> <p>Financial Proposal should state local costs in the National currency: Yes (in</p>

	INR)
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants shall submit their Proposals electronically by downloading them on the portal: (https://eprocure.gov.in/eprocure/app) <i>The electronic submission procedures shall be:</i></p> <p>The consultant/bidders can download the RFP comprising ‘Short Listing Criteria’ and ‘Scope of Work’ from the e-procurement platform (https://eprocure.gov.in/eprocure/app) from 07-11-2016, 1000hrs (IST) onwards. The Consultants need to submit the RFP along with all relevant documents online through e-procurement platform (https://eprocure.gov.in/eprocure/app). Last date/time for receipt of bid through e-procurement is on 20-12-2016 upto 1500hrs (IST). The e-procurement system will not allow any uploading after the last date and time of submission. The more details of registration of bidders, uploading of Bids and On line e-Bid submission along with FAQ are available in https://eprocure.gov.in/eprocure/app web site under the caption “Bidders Manual Kit and FAQ on right side bottom of the main page of the web site.</p> <p>The short listed Consultants may obtain further information at the address below from 0900hrs to 1730hrs (Monday to Friday, except Govt. holidays).</p> <p><i>Office of the Director (NHP)</i> <i>National Hydrology Project, MoWR, RD &GR</i> Room No.232, 2nd Floor, Block-3, CGO Complex, Lodhi Road, New Delhi, 110003 Tel: +91-11- 24369543 / 24363417 Fax: +91-11- 24363417 E-mail: sjc1nhp-mowr@gov.in or sjc2nhp-mowr@nic.in</p>
17.4	<p>The Proposals must be submitted online no later than: Date: 20-12-2016. (20th December, 2016) Time: 1500hrs (IST)</p>
19.1	<p>The technical proposals shall be opened online just after expiry of deadline i.e. 1600 hrs of 20-12-2016 by authorised representative of NPMU 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: same as the submission deadline indicated in 17.4. Time: <i>16:00 IST</i></p>

19.2	NA																																						
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: The following criteria/sub-criteria for evaluation of the said consultancy is proposed:</p> <table border="1" data-bbox="522 415 1430 863"> <thead> <tr> <th data-bbox="522 415 1214 491"><u>Criteria</u></th> <th data-bbox="1214 415 1430 491"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="522 491 1214 567">(a) Specific experience of the consultants related to the assignment</td> <td data-bbox="1214 491 1430 567">05</td> </tr> <tr> <td data-bbox="522 567 1214 642">(b) Adequacy of the proposed work plan and methodology in responding to TOR.</td> <td data-bbox="1214 567 1430 642">20</td> </tr> <tr> <td data-bbox="522 642 1214 718">(c) Qualification and competence of staff for the assignment.</td> <td data-bbox="1214 642 1430 718">55</td> </tr> <tr> <td data-bbox="522 718 1214 751">(d) Transfer of knowledge (training) program</td> <td data-bbox="1214 718 1430 751">10</td> </tr> <tr> <td data-bbox="522 751 1214 827">(e) Participation by nationals among proposed Experts</td> <td data-bbox="1214 751 1430 827">10</td> </tr> <tr> <td data-bbox="522 827 1214 863">TOTAL</td> <td data-bbox="1214 827 1430 863">100</td> </tr> </tbody> </table> <p>To qualify, the minimum technical score is 75.</p> <p><u>Sub-criteria</u></p> <table data-bbox="425 1010 1430 1883"> <tr> <td data-bbox="425 1010 1182 1050">(a) <u>Specific experience of the Firm</u></td> <td data-bbox="1182 1010 1430 1050"><u>Max. Points</u></td> </tr> <tr> <td data-bbox="425 1083 1182 1159">i) Experience in similar nature and size of projects (marks for nature, number & size)</td> <td data-bbox="1182 1083 1430 1159">: 2 marks</td> </tr> <tr> <td data-bbox="425 1159 1182 1234">ii) Completed HIS related Project 1 mark per completed project</td> <td data-bbox="1182 1159 1430 1234">: 3 marks</td> </tr> <tr> <td data-bbox="425 1268 1430 1308">(b) <u>Adequacy of the work plan and methodology in responding to TOR</u></td> <td data-bbox="425 1268 1430 1308"></td> </tr> <tr> <td data-bbox="425 1341 1182 1381">(i) Technical approach & Methodology</td> <td data-bbox="1182 1341 1430 1381">: 7</td> </tr> <tr> <td data-bbox="425 1415 1182 1455">(ii) Work Plan</td> <td data-bbox="1182 1415 1430 1455">: 7</td> </tr> <tr> <td data-bbox="425 1488 1182 1528">(iii) Organization and Staffing</td> <td data-bbox="1182 1488 1430 1528">: 6</td> </tr> <tr> <td data-bbox="425 1591 1182 1631">Total points for criteria (b)</td> <td data-bbox="1182 1591 1430 1631">: 20</td> </tr> <tr> <td data-bbox="425 1703 1182 1743">(c) <u>Qualification and competence of staff</u></td> <td data-bbox="1182 1703 1430 1743"><u>Max. Points</u></td> </tr> <tr> <td data-bbox="425 1776 1182 1816">(i) Team Leader (International)</td> <td data-bbox="1182 1776 1430 1816">12</td> </tr> <tr> <td data-bbox="425 1816 1182 1856">(ii) Deputy Team Leader (National)</td> <td data-bbox="1182 1816 1430 1856">8</td> </tr> <tr> <td data-bbox="425 1856 1182 1896">(iii) River Basin Modeling Expert (International)</td> <td data-bbox="1182 1856 1430 1896">5</td> </tr> </table>	<u>Criteria</u>	<u>Points</u>	(a) Specific experience of the consultants related to the assignment	05	(b) Adequacy of the proposed work plan and methodology in responding to TOR.	20	(c) Qualification and competence of staff for the assignment.	55	(d) Transfer of knowledge (training) program	10	(e) Participation by nationals among proposed Experts	10	TOTAL	100	(a) <u>Specific experience of the Firm</u>	<u>Max. Points</u>	i) Experience in similar nature and size of projects (marks for nature, number & size)	: 2 marks	ii) Completed HIS related Project 1 mark per completed project	: 3 marks	(b) <u>Adequacy of the work plan and methodology in responding to TOR</u>		(i) Technical approach & Methodology	: 7	(ii) Work Plan	: 7	(iii) Organization and Staffing	: 6	Total points for criteria (b)	: 20	(c) <u>Qualification and competence of staff</u>	<u>Max. Points</u>	(i) Team Leader (International)	12	(ii) Deputy Team Leader (National)	8	(iii) River Basin Modeling Expert (International)	5
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	<table> <tbody> <tr> <td>(iv) Hydro-met Instrumentation Expert (International)</td> <td>5</td> </tr> <tr> <td>(v) Hydrogeologist / Ground Water Modeling Expert (International)</td> <td>5</td> </tr> <tr> <td>(vi) Sr. Procurement Expert (National)</td> <td>4</td> </tr> <tr> <td>(vii) MIS & IT Expert (National)</td> <td>4</td> </tr> <tr> <td>(viii) Hydrologist / Hydrological Modelling Expert (National)</td> <td>5</td> </tr> <tr> <td>(ix) Remote Sensing Expert (National)</td> <td>4</td> </tr> <tr> <td>(x) Capacity Building Expert (National)</td> <td>3</td> </tr> <tr> <td>TOTAL</td> <td>55</td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above position or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights.</p> <p><u>Sub-criteria for (c)</u></p> <table> <tbody> <tr> <td colspan="2">1) General qualification</td> </tr> <tr> <td>i) Education</td> <td>10%</td> </tr> <tr> <td>ii) Experience</td> <td>5%</td> </tr> <tr> <td>iii) Years with firm</td> <td>5%</td> </tr> <tr> <td colspan="2">2) Adequacy for the assignment</td> </tr> <tr> <td>i) Type & quality of projects completed</td> <td>20%</td> </tr> <tr> <td>ii) Size & number of similar projects</td> <td>20%</td> </tr> <tr> <td>iii) Years of experience on similar projects</td> <td>20%</td> </tr> <tr> <td>iv) Age (as on 01.01.2017)</td> <td>10%</td> </tr> <tr> <td colspan="2">3) Experience in region and language</td> </tr> <tr> <td>i) Experience on similar projects in Asia</td> <td>3%</td> </tr> <tr> <td>ii) Proficiency in English</td> <td>4%</td> </tr> <tr> <td>iii) knowledge of local culture or administrative system, government organization</td> <td>3%</td> </tr> <tr> <td>Total weight</td> <td>100%</td> </tr> </tbody> </table> <table> <tbody> <tr> <td>(d) Transfer of knowledge (training) program</td> <td>10%</td> </tr> <tr> <td>(e) Participation by nationals among proposed Experts</td> <td>10%</td> </tr> </tbody> </table>	(iv) Hydro-met Instrumentation Expert (International)	5	(v) Hydrogeologist / Ground Water Modeling Expert (International)	5	(vi) Sr. Procurement Expert (National)	4	(vii) MIS & IT Expert (National)	4	(viii) Hydrologist / Hydrological Modelling Expert (National)	5	(ix) Remote Sensing Expert (National)	4	(x) Capacity Building Expert (National)	3	TOTAL	55	1) General qualification		i) Education	10%	ii) Experience	5%	iii) Years with firm	5%	2) Adequacy for the assignment		i) Type & quality of projects completed	20%	ii) Size & number of similar projects	20%	iii) Years of experience on similar projects	20%	iv) Age (as on 01.01.2017)	10%	3) Experience in region and language		i) Experience on similar projects in Asia	3%	ii) Proficiency in English	4%	iii) knowledge of local culture or administrative system, government organization	3%	Total weight	100%	(d) Transfer of knowledge (training) program	10%	(e) Participation by nationals among proposed Experts	10%
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23.1	Notifications to the (a) Consultants whose Proposals were considered non responsive or did not meet the minimum qualifying technical score; and (b) Consultants who have passed the minimum technical score and are invited to the opening of the Financial Proposal along with date and time will be sent by email.																																																
23.2	The financial proposals of those bidders only which qualified the minimum technical score shall be opened after receiving the NOC from World Bank by the authorised representative of NPMU in the presence of representatives																																																

	<p>of the Consultants who intended to be present physically or electronically at the time of scheduled opening. The successful technical bidders will be intimated by email regarding date, time and venue for opening of financial proposal.</p> <p>The results of the Financial opening shall be recorded online and shall be intimated to the Consultants by email.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude only the indirect taxes i.e. service tax. The service tax will be re-imbursed to the Consultant after submission of the necessary documents indicating that service tax has been paid.</p> <p>If a Contract is awarded, at Contract negotiations, such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are to be with held and paid by the Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is Local Currency i.e. Indian Rupee</p> <p>The official source of the selling (exchange) rate is: RBI Exchange rate The date of the exchange rate is: Last date of submission of proposals</p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.8 and P = 0.2</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sfx P\%$.</p>
	D. Negotiations and Award
28.1	Expected date and venue for contract negotiations: February-March, 2017 at

	Conference Room, MoWR, RD&GR, Shram Shakti Bhawan.
28.4	No substitution allowed within first 2 years except emergency situations.
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: March-April, 2017

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 or STP (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	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
“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
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	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
v	v	TECH-5	Work Schedule and Planning for Deliverables	
v	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 *[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) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following:* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

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 [.....] 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 US\$ 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., US\$1 mill/US\$0.5 mill}	{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., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing }
-
- a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }

 - b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }

 - c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
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.

Fu [REDACTED]put
Pa [REDACTED]put

**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 info 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): _____

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 Reimbursable expansés

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

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

Name and Address 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}			
	{US (\$)}	{Euro (€)}	{Pound Sterling (£)}	{INR (₹)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates i.e. service tax – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {Service tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

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. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem allowances**}	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of reports}							
	{e.g., Office rent}							
							
	{Training of the Client’s personnel – if required in TOR}							
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 [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): None [list country/countries *or* indicate “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 party²;
- (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 obligation³;
- (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 party⁴;
- (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 party⁵;

² 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.

³ 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.

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

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁶, 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 nominated⁷ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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

⁶ 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.

⁷ 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

[Sample outline:

1. **Background** _____

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

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

3.1 _____

3.2 [indicate if downstream work is required]

3.3 [indicate if training is a specific component of the assignment]

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)**

5. **Reporting Requirements and Time Schedule for Deliverables**

At a minimum, list the following:

(a) format, frequency, and contents of reports;

(b) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;

(c) dates of submission;

(d) persons (indicate names, titles, submission address) to receive them; etc.

If no reports are to be submitted, state here “Not applicable.”]

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

6. **Client’s Input and Counterpart Personnel**

(a) Services, facilities and property to be made available to the Consultant by the Client: _____ [list/specify]

(b) Professional and support counterpart personnel to be assigned by the Client to the Consultant’s team: _____ [list/specify]

7. _____]

Annexure-I: List of Implementing Agencies

Annexure-II: Details of MIS developed so far by NPMU.

National Hydrology Project
Technical Assistance and Management Consultancy

Terms of Reference

1. Introduction

GOI wishes to expand the water resources monitoring system and institutional capacity for water resources management established in some states under HP-I and HP-II to cover the entire country, including the states of the Indus, Ganga and Brahmaputra-Barak basins. HP-I and HP-II, which were focused in the peninsular states of India and in Himachal Pradesh and Punjab, established improved infrastructure for water resources data collection, developed standardized database management systems to validate, store and process the data, and introduced DSS tools for water resources planning and real time operation of water infrastructure in selected river basins.

The proposed NHP will further improve and expand the water resources monitoring system, strengthen water resources operation and planning systems, and enhance institutional capacity for water resources management. The project will thus strengthen information and its access and will enable a culture change of open access to information. It will build up institutional capacity for evidence-based decision making in water resources planning and operational management at the basin scale across India using the latest technology and tools. NHP will span both states that benefitted from HP-I and HP-II and states that were not included in the earlier projects. In the new states, support will be given to adopting the standards and procedures for monitoring and database management that were developed under the earlier projects. For HP-I and HP-II states, support will focus on upgrading and completing networks including for monitoring water use. In all the states, the focus will be on integrating data in a comprehensive national information system and using the information for improved water planning and management.

Based on experience under HP-I and HP-II, a four-pronged approach to achieve objectives has been adopted: (i) modernizing monitoring, including establishing comprehensive, automated, real-time monitoring and data management systems nation-wide for surface and groundwater, both quality and quantity; (ii) enhancing analytical tools for water resources assessment, hydrologic and flood inundation forecasting, water infrastructure operations, groundwater modeling, and river basin and investment planning; (iii) transforming knowledge access, using cloud computing, internet, mobile devices, social media and other communication tools to modernize access to and visualization of customized water information by all stakeholders; and (iv) modernizing institutions through investments in people and institutional capacity.

Drawing from global international experience, improved access to knowledge and stronger institutional capacity will contribute to a shift towards integrated water resources management at the basin scale. The resulting improved water allocation and use efficiency and the

improved management of drought and flood risks are expected to bring substantial socio-economic benefits.

2. Project objective

The main objectives of the project are to improve the extent, quality and accessibility of water resources information, and to strengthen the capacity of water resources management institutions in India.

3. Project Components

In line with the four pronged strategy described above, the project will have four components: (A) Water resources monitoring systems; (B) Water resources information systems; (C) Water resources operations and planning systems; and (D) Institutional capacity enhancement. Essentially the data systems (A) will feed into the information systems (B) to improve planning and operations and to produce water information products (B and C), all of which will provide the basis for improved decision-making on investment planning, water resources allocation, flood and drought management, and irrigation capacity and efficiency. Technical capacity for systems, planning, operations and policy and decision-making will be built under Component D.

Component A: Water Resources Monitoring Systems

This component will finance the establishment/modernization of new and existing hydromet monitoring systems including meteorology, stream flow, groundwater and water storage measurements and construction of Hydro informatics centers that capture both water resources and uses. This component will be implemented by all state/UTs with the support of core central agencies. The major activities include:

Hydromet observation network: The project will establish/modernize new and existing hydromet data acquisition networks with automated/digitized and real-time communication systems. Investments will be in minor civil works for placement of sensors, installation and operation of hydromet systems for meteorology, stream flow, groundwater and water storage measurements, and portable and laboratory equipment for water quality testing.

Supervisory control and data acquisition systems for water infrastructure: In addition to real time data acquisition systems, some reservoirs, canal and groundwater operation systems will be equipped with the remote control systems (SCADA) that will allow the control of gates and operation from a control room or other remote areas and, hence, allow system response on a real time basis during floods or other emergencies.

Establishment of Hydro informatics centers: The facilities for automated data collection, collation and processing at state and national levels would be established or upgraded. The project will support: (i) construction or upgrading of state and national Hydro-informatics (data) centers, primarily for new states, to serve as hubs for both real-time and long-term data management and operational control systems; (ii) information technology equipment and software to receive and process data; (iii) services to digitize historical data and records; (iv)

facilities to test hydromet instrumentation and design, and to provide quality control over installations; and (v) data storage servers including cloud servers.

Component B: Water Resources Information Systems

Component B will support strengthening of National and sub-national water information centers with web-enabled water resources information systems through standardization of databases and products from various data sources/departments; and make comprehensive, timely and integrated water resources information available to decision makers for effective planning, decision taking and operations. The sources of data/information will include the real time data acquisition networks and centers under Component A, remote sensing data, topographical maps and knowledge products developed under Component C.

The Project will develop or strengthen centers for web-based water resources information systems (WRIS) at central, regional, river basin and state/UT levels. The web-based IndiaWRIS (<http://www.india-wris.nrsc.gov.in/wris.html>) will be strengthened particularly through integration with state level data and will be operated by the National Water Informatics Center (NWIC) at MoWR, RD&GR. The sub-national level WRIS will be introduced at state/UTs and river basin levels. Building on protocols developed by central agencies, information sharing amongst agencies will be facilitated through MoUs that will specify which information can be publicly shared. Central data management software will ensure harmonized data formats and quality control. The project will finance hardware, software and services, and the acquisition/generation of additional data layers particularly through topographical surveys and development of remote sensing applications to strengthen spatial information and particularly bridge the gap for data scarce basins.

The support for publications, knowledge portals and interactive products and services to share information and improve communications amongst stakeholders would be provided. Emphasis will be on improving quality of and access to water information and on expanding public access beyond data to analytical results (trends, water balance etc.) as well as to operational and investment plans. The knowledge portals will provide easy access, facilitate training, support social media networking, and help users visualize complex information. Public access will be facilitated by a mobile-based app, and disaster-related information may also be rapidly disseminated through mobile services. Support will be provided for secure within-government portals that internally share operational water resources information at national and state level.

Component C: Water Resources Operation and Planning Systems

This component will support the development of interactive analytical tools and decision support platform that would integrate database, models and scenario manager for hydrological flood forecasting, integrated reservoir operations and water resources accounting for improved operation, planning and management of both surface and groundwater. The component will provide interactive systems to analyze the impacts of alternative management scenarios and generate knowledge product using real time data under component B. Component C has three sub-components: (C1) Development of analytical tools and decision support platform (river basin modeling; stream flow forecasting and reservoir operation

systems; and irrigation design and operations); (C2) Purpose-driven support; and (C3) Piloting innovative water resource management solutions.

Development of analytical tools and decision support platform: This sub-component will support development of interactive platform for various water resources management application preferably web-based with cloud computing. This would include developing some software applications as well as setting up the decision making platform for actual operations and investments. The three major categories of decision tools under this sub-component would be:

- a. *The river basin management platform* will be supported through development of a comprehensive river basin water accounting software that will enable planning and assessments with standardized procedures. Central and state/ UT agencies will setup water resources budgeting systems at macro- and local scales, respectively. Wherever, possible, the same software and platform will be used for each basin, so that state and central models can be readily integrated. Where applicable, existing models will be brought into the same platform. These tools will integrate all water sources and uses as applicable and will be used to plan water allocations seasonally and to operate releases from reservoirs. Detailed water resource assessments will map surface and groundwater water availability, which will support planned water resources development, particularly for GoI's ambitious irrigation plans under PMKSY, as well as evidence-based site specific solutions. In addition, integrated surface/groundwater models for selected hotspots will support improved planning – for example, for waterlogged irrigation projects - and will be used to assess the effectiveness of water recharge structures. Knowledge products will be published via the web portal under Component B.
- b. *Streamflow forecasting and reservoir operation systems* will support integration of real time data, weather forecast and hydrological models for improved alert systems for disaster management. CWC with the support of consultants will develop streamflow forecasting systems at the macro level integrated with real time information and weather forecasts. These inflow forecast will be used to manage both flood and drought by the states or RBOs to operate the reservoirs in an integrated manner and to optimize for hydropower generation, irrigation supply and municipal and industrial water supply. Additionally, these systems will be strengthened with extended flood forecasting, climate change and sedimentation studies. The analytical tools/systems will also be developed for flood-related planning, including flood risk mapping, to guide floodplain zoning and to plan for investments in hard and soft flood mitigation measures.
- c. *Irrigation management and operation system* will support improved design and operation of irrigation systems. The design of irrigation systems will be supported through the development of tools and software to improve the efficiency of hydraulic structures including upgrade of hydrologic design aides introduced during HP-II. Smart operation of irrigation systems will be supported by the use of seasonal forecasts for reservoir operations. Remote

sensing-based soil moisture and land use information will be used to match irrigation water releases to crop water requirements. Modern techniques using spatial technology will be used for benchmarking irrigation.

Purpose-driven support is expected to cover a wide range of water management issues raised by agencies – for example, issues of water quality ‘hot spots’, groundwater issues or problems of reservoir sedimentation. The sub-component will allow agencies to conduct surveys, including to assess social and environmental impacts. The sub-component will also make financing available to support planning and technical investigations for investments such as the National Aquifer Program, the proposed NGMIP, PMKSY and other water and agricultural projects. For instance, NGMIP may require technical support to guide the preparation of water security plans.

Piloting innovative knowledge products is aimed at testing innovative applications developed under the project. This may include operationalization of irrigation rosters in canal systems, piloting community-based water resources management in canal and groundwater based irrigation systems, including in order to benchmark the performance of WUAs, and other such innovative solutions. The project will support engagement of specialized consultancies and infrastructure/goods required to put these activities in practice.

Component D: Institutional Capacity Enhancement

Component D aims to build capacity for knowledge-based water resources management. It would support establishment of water resources knowledge centers, professional development, project management and operations.

Water resources knowledge centers will support the establishment or strengthening of ‘centers of excellence’ in order to develop expertise and a pool of experts and to ensure that the knowledge, tools and innovations developed under the project are applied to improved water resources management. Although proposals are not yet final, it is expected that these centers, co-located where possible with the water data centers under Component A, will include: (i) a flood forecasting center at CWC; (ii) a groundwater modelling center at CGWB; (iii) an IWRM hub at NIH; (iv) a Hard Rock Center in Andhra Pradesh; (v) a North East Centre of Excellence for Water Resources Management; and (vi) irrigation management centers at selected state-run Water and Land Management Institutes (WALMIs). There will be provision for collaborating with international institutes, including twinning arrangements, and with national and international academia//research centers, with support to research and internships.

Professional development will aim at increasing the numbers of specialists in key water management disciplines where skills are currently lacking, both within government and in related professional organizations and institutes. Disciplines targeted include hydrologists, water resources modelers and river basin-based planners and managers. The sub-component will support development and customization of short and long term courses both in research and academic centers, and professional training and networking amongst water professionals, and will facilitate knowledge management and exchange as well as communications. The needs of each IA will be individually catered for, based on training needs assessments. There will be particular focus on raising the capacity of regular IA staff where hiring of new or

contract staff is not possible. Training will cover the use of the models and tools developed under the project, and there will be interactive training of community groups in local water management. The project will develop partnerships with national and international institutes, establish communities of practice, internships and visiting expert programs, launch training and workshops for knowledge exchange and professional networking, and facilitate hackathons to develop innovative water applications. An outreach and awareness program will showcase NHP for a broad audience, both for specific target audiences such as local communities in irrigated or flood prone areas, and for the public at large.

Project management and operational support will support management and facilitation of project activities at national and sub-national levels through a National Project Management Unit (NPMU), central project management units (CPMUs), river basin project management units (RBPMUs) and state project management units (SPMUs), including technical assistance, activity management, procurement, financial management, safeguards, training, communications, and monitoring, learning and evaluation.

4.0 Institutional and Implementation arrangement

MOWR, RD&GR will be the lead implementing agency for the project. Implementation in each participating state/UT will be the responsibility of the respective state/UT-level agencies (groundwater and irrigation/water resources department). In addition, seven central agencies and two river basin agencies will also implement project activities pertaining to their specific mandates or basin areas. Overall, there will be 49 implementing agencies (IAs): the lead IA (MoWR, RD&GR); 7 Central Agencies; 2 River Basin Organizations; and 39 state/UT Agencies dealing with surface and groundwater development and management. The list is enclosed as **Annexure-I**.

Out of 29 states/UTs participating in the project, 19 states/UTs have a joint department for surface and groundwater and, thus, would have one IA each. In remaining 10 states, the surface and groundwater departments operate under different secretariats, which reflect the compartmentalization of water sector institutions in India, including at the central level. Resolving the current institutional divide would require long-term reforms and does not make merging the two departments to form a single IA under the project feasible. Therefore, there would be two IAs for these 10 states, one for surface water and one for groundwater. There are also two IAs, one for surface water and one for groundwater at the central level.

Consistent with NHP's conceptualization as a national project covering the entire country, MoWR, RD&GR is introducing NHP as a Central Sector Scheme, where funds will be allocated to the IAs as a grant from the central government. This is distinct from HP-I and HP-II, which were multi-State loans, and demonstrates GOI's strong commitment to the objectives of the project. The Central Sector Scheme is a well-established funding modality in India, used for many ongoing national programs, such as the National Rural Employment Guarantee Act Scheme (NREGA) and the Rural Roads Mission (Pradhan Mantri Gramin Sadak Yojana), amongst others.

Implementation responsibilities are distributed across the central and sub-national IAs to maintain the balance and risk between centralized and state-based activities, and to minimize

interdependence between the center and states while ensuring the integration and standardization of systems. All central and sub-national IAs will be required to have project management units (PMUs) with the multi-disciplinary team required to implement project activities. Each IA will be accountable for technical, fiduciary, safeguards and monitoring and evaluation aspects, and will have designated trained experts to perform these functions. The eligibility to participate in the project as an IA required the establishment of a PMU and submission of detailed project implementation plans (PIPs). But for two states, all IAs have met these criteria. Figure below provides a schematic of the implementation arrangements.

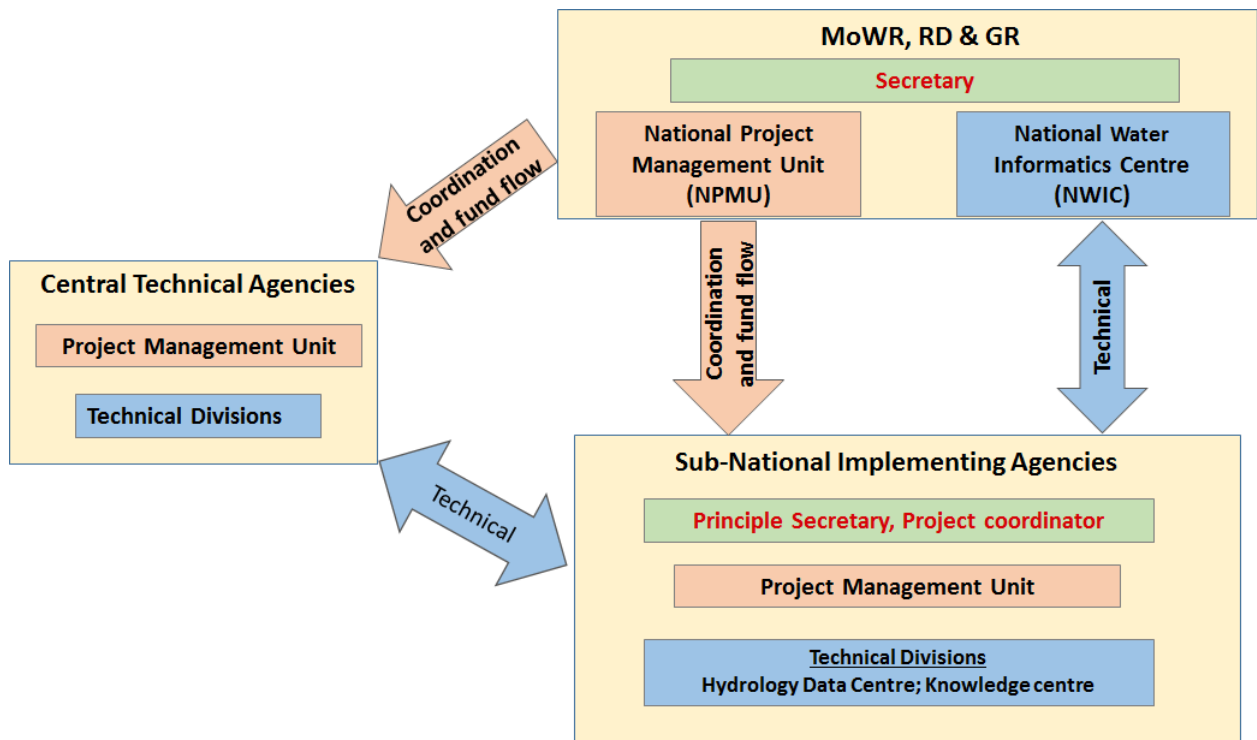


Figure 1. Project Implementation Arrangements

National level

Following the HP-II model, a National Project Management Unit (NPMU) has been established in MoWR, RD&GR. It will be responsible for overall project planning, management and coordination; fund allocation; financial and procurement management; monitoring safeguards compliance; monitoring and evaluation (M&E) including the development and operation of a management information system (MIS) and regular progress reporting to the World Bank; and communications and outreach. The NPMU will also provide technical support to sub-national agencies (e.g., developing standardized products) and ensure quality control. The NPMU will consist of multi-disciplinary team and will be supported by an internationally recruited technical and management consultancy (TAMC) with around 40-

50 experts to provide close guidance and support to the sub-national agencies. The NPMU will be guided by the National Level Steering Committee (NLSC) that will be the overarching project governing body, with planning, advisory and strategic coordination roles.

The technical agencies involved in project implementation at the central level are: CWC, CGWB, NIH, CWPRS, CPCB, SoI and NRSC. Each of the central IAs will establish a Central Project Management Unit (CPMU). Each CPMU will have multi-disciplinary team (including fiduciary, safeguards and monitoring and evaluation experts) and will coordinate with the respective agency's internal divisions in order to implement activities assigned to it. These agencies will be responsible for the development of national level river basin platforms, software, standards, protocols, and guidelines. They will also be responsible for providing support to the sub-national agencies to introduce and apply these products at that level. Of the seven existing central IAs, two agencies (NRSC and SoI) are new to the NHP, although they have experience with World Bank procedures. Some of the divisions at these central agencies will be upgraded to "centers of excellence" for learning and exchange, equipped with modernized infrastructure and facilities and attracting international expertise and / establishing collaborative arrangements with international organizations.

In addition, MoWR, RD&GR will establish a permanent independent National Water Information Center (NWIC) to operate and maintain IndiaWRIS in long run. Currently IndiaWRIS is being maintained at CWC. This unit will be re-mapped to NWIC, which will function as independent center headed by the Joint Secretary level officer and reporting to Secretary, MoWR, RD&GR. NWIC will also support the development of state level WRISs. This arrangement demonstrates both central and state interest to join the NHP platform and offers several advantages, including that both the center and states will have mutual access to data and knowledge products. The Ministry will fully fund the establishment of the water resources information system, and it will have Memoranda of Agreement (MoAs) with the states to integrate the database.

Sub-national level

Sub-national agencies consist of state/UT IAs, river basin organizations and regional centers. State/UT IAs will be the water resources or irrigation departments and/or the groundwater department. The nodal unit in these departments/organizations will be hydrology data centers (already established in HP-II states) or equivalent division in new states. Because the implementation of project activities cuts across various departmental divisions, State Project Management Units (SPMUs) will be established. As stated above, most states will have one IA and, hence, will have one SPMU. The 10 states with separate surface and groundwater departments will have two SPMUs each.

There are two implementing agencies at the river basin level – BBMB and Damodar Valley Corporation (DVC). Similar to state agencies, they will be responsible for implementation of project activities and will have PMUs established for this purpose, with all required expertise. The eight North east states have proposed to establish North east Center for Water Resources Management so that they can operate and manage the systems introduced under the project in an integrated manner in line with a river basin approach. The establishment of this center will be supported under the project.

Sub-national IAs will receive funds from MoWR, RD&GR and will be fully accountable for managing finances, including requesting fund releases; procurement; physical and financial progress reporting, including updating the MIS; and safeguards compliance. The sub-national agencies will be supported by the NPMU and the central IAs to implement their activities, as mentioned above. The IAs may also hire additional technical and management expertise to meet specific needs. Similar to arrangements at the national level, State Level Project Steering Committees (SLPSCs) will be established to provide strategic and policy direction.

Numerous training events have already been conducted to begin the process of capacity building in order to level the playing field across sub-national IAs (in particular, those that did not participate in HP-I and II). In addition, well-performing agencies from HP-II will mentor new IAs. The states will also be encouraged to nominate staff to be seconded to central agencies to ensure active participation in the development knowledge products and ownership. Some of the advanced sub-national centers will also be given the opportunity to upgrade the “centers of excellence.”

Task flow processing

The regular tasks to ensure smooth implementation smoothly include following.

MoWR, RD&GR: Fund allocation to all IAs during preparation and two MTRs, with the potential for re-allocation of funds based on performance, demand, and capacity.

All IAs: Submission of Annual Work Plan (AWP) and Procurement Plan by October every year to ensure the release of funds by April.

MoWR, RD&GR: compile the plans, progress reports and ensure the clearances from Secretary and the World Bank and release of funds in two tranches as agreed.

All IAs: Preparation of quarterly progress reports (physical and financial).

MoWR, RD&GR: update MIS and ensure monitoring of all aspects in the project including progress reports, financial management, and safeguards screening.

Results Monitoring and Evaluation

Building on systems and experience under HP-I and HP-II, a results-based monitoring and evaluation system will be set up prior to the start of project implementation. The system will:

- Track implementation progress against the Project Implementation Plan (PIP) and the agreed annual work programs.
- Track results against the agreed project results framework in order to measure overall results at national level for the project as a whole and disaggregated at the level of each IA and state.
- Track the performance of each IA and state, based on progress towards the agreed results and on implementation progress
- Carry out three major assessments of project performance, results and emerging impacts, as inputs to the two proposed mid-term reviews (year 3 and year 5) and to the implementation completion report at the end of the project implementation period (year 8).

Prior to the start of the project, an M&E Cell would be established in the National PMU and M&E Focal Points would be appointed in each central, river basin and state PMU (CPMUs, RBPMUs and SPMUs). Support would be provided by the TAMC team. Also prior to the start of the project, an M&E strategy and plan would be prepared and agreed specifying: the information requirements; the tools and methodologies for data collection, analysis and reporting; the roles and responsibilities for data collection, analysis and reporting; the staffing, capacity building and equipment and software requirements; and the M&E work plan for the first three years of implementation.

The M&E system would build on systems and baseline data established under HP-I and HP-II, and would to the greatest extent possible be based on data being generated in the normal course of project implementation. This approach would minimize the requirement for IAs to gather and input extra data. All data will be collected through the Management Information System (MIS), which will have specific modules for the purpose. All M&E data, information and outputs will be web-based and available via mobile devices. The M&E system and its outputs will provide a rich fund of knowledge. To take advantage of this, national and sub-national learning fora will be convened, together with webinars and virtual learning and knowledge-sharing events. The MIS is already well developed and partly functional, with a number modules and training and reference material available on the web. Several sessions have been conducted to train the implementing agencies in the MIS and they are already very actively using and contributing to it.

5.0 Objective of consultancy

The primary objective of the TAMC is to support the National Project Monitoring Unit (NPMU) of the MOWR, RD & GR in the implementation of the project. It will provide support to all implementing agencies to assist with project planning, procurement, technical developments, training and capacity building. It will provide support for project reporting to the World Bank, and monitoring project progress.

It is expected that the duration of the services will be for a period of 8 years.

6.0 Scope of Consultancy

The proposed Consultancy will provide support to all implementing agencies to assist with project planning, procurement, technical developments, training and capacity building along with overall coordination. While most of TAMC team will be based in Delhi, it is expected to have 4 regional offices (Guwahati/Shillong, Bhubaneswar, Hyderabad and Pune) for effective working and support to all 49 Implementing Agencies (IAs). Decisions on optimum arrangements will be the responsibility of the TAMC, and appropriate provisions for this should be made by the TAMC.

The Consultancy will broadly provide support for National Hydrology Project implementation to National Project Monitoring Unit (NPMU) and all other Implementing Agencies (IAs) in the following areas:

- Technical advice and support for all the activities envisaged in the NHP including

identification and deployment of hydro-meteorological equipment, IT hardware and software, SCADA systems for irrigation, IWRM, hydrological modelling, Reservoir management, surface water and groundwater interaction & assessment etc.

- Programme management support (including Procurement support as well as financial management support).
- Advisory support for the Implementation of National Hydrology Project.
- Development of management and financial reporting systems for internal and external reporting.
- Development of software for web-based data entry for an MIS for monitoring and evaluation of project implementation & thereafter assisting IAs in understanding of MIS through real time support.
- Financial monitoring and reporting using MIS.
- Technical & Management support related to establishment of National Water Informatics Center (NWIC) and its ISO certification.
- Awareness raising and capacity building.
- Reporting.

However, all implementation support activities like introduction of HIS related standard processes and procedures, implementation planning and design of supervision and monitoring procedures and other technical matters would be over in the first four years of the project. The consultancy would gradually reduce thereafter as capacities are developed within the IAs to enable them to continue on their own. But the support to the NPMU will have to continue upto December, 2024 or till the completion of the project, whichever is later involving preparations of MIS report, completion report as well as deliverable like Final reports on development of future strategy/ road map for the programme. Some support to IAs may also continue as and when required through TAMC regional/national offices. Similarly the implementation of the change management strategy for the project with reference to withdrawal programme of management consultancy is an important activity of the consultant during the last year. The consultants would also need to be liaised closely as required, with the other central and state consultancies which are under process of procurement by various IAs.

7.0 Main Activities

The detail activities of the consultants would include but not limited to the following Technical and Management support aspects:

7.1 Programme Management Support

The TAMC will support the NPMU in its work to coordinate activities and to centrally administer project implementation. This support will include:

- Project Planning including compilation of Annual Work Plan
- Identification of gaps/ bottleneck in the overall implementation of the project and provision of advice for improving management of the project

- Support for routine reporting of information required by NPMU, World Bank and DEA.
 - Quarterly report

The TAMC will support NPMU in getting quarterly progress and financial disbursement report for all IAs and collating into one report for submission to World bank.
 - Mid-term review report

A mid-term review report will be required before each Mid Term Review by the World Bank (or as and when required). This report will provide a review of project implementation, and a proposed re-structuring of the project for the remainder of the implementation period. TAMC will support the NPMU in the compilation of information for this report, the analysis of this data for performance assessment, a review of programmes proposed for the remainder of the project period by the implementing agencies and the development of a coordinated programme of work for the remainder of the Project. This will include revision of cost estimates. It is expected that three Mid-term review (at the end of 2nd year, 4th year and 6th year) will be required by World Bank.
 - Annual procurement planning

The implementing agencies will prepare annual procurement plans and work programmes required by the World Bank. The NPMU will be responsible for coordinating the preparation of these and review of the submitted work plans. The NPMU will prepare a consolidation of such reports for the Bank.
- Attendance and participation in periodic reviews of the project, including detailed assistance in the preparation of mid-term project reviews
- Developing (with NPMU) project monitoring and reporting systems, including assistance in the implementation of an effective monitoring and evaluation system for the project.
- Develop effective communication of project outcome/ achievements to general public using various medium including periodic newsletters and other media material capturing salient information for distribution to the media and stakeholders. The consultant is expected to prepare an annual strategy for communication including workshops and stakeholder meetings.
- Carry out Gap Analysis on the existing IAs & plan for effective collaboration between the SW, GW, and WQ agencies leading to a phased approach for convergence of SW and GW Data Centres into Central/State Water Resources Information Centre.
- Formulate a transitional process between project period and post- project period and change management strategy with detailed proposals for proposed interventions (workshops, seminars, public consultations etc) and facilitate/manage the transition/changes at least one year before ending of the project period.
- Identifying, reporting and implementing Organization Development & HRD interventions that promote changes to professional staff attitudes and organization culture in order to improve inter- and intra-agency collaboration, commitment and

creativity as well as between the participating IAs and all stakeholders towards project activities. The interventions would also include developing personal “soft skills” in these areas through structured workshops/ trainings.

7.2 Procurement Support

Many implementing agencies will require different levels of support for their procurement activities. The TAMC will provide a level of support for this, with activities such as:

- Assess existing procurement systems and procurement-implementation capacity of IAs, including bottlenecks in all implementing agencies, identify the changes required to ensure that all procurements are carried out in a manner that meets the standards for quality, economy, efficiency, transparency and equal opportunities to the bidders and suggest remedial measures for strengthening and building their capacity and to remove the bottlenecks and improve decision-making to meet timelines
- Development of standardised procurement documents, bid opening and bid evaluation procedures and guidelines
- Support for IAs in development of specific bidding documents (if needed)
- Coordination of project standard technical specifications for key equipment
- Review of bidding documents, bid evaluation reports for major procurement and recommendations for contract award. TAMC will screen all such documents prior to submission to the World Bank for approval / clearance as required under procurement procedures for the Project.
- Provide procurement support on request through audit of the quality of installation of the equipment for the hydrometric network – field verification of a small sample of installations and test measurements to confirm the accuracy of information being provided from the installation
- Coordination of preparation of annual work plans and procurement plans
- Providing advice on procurement planning for all agencies on request
- Advice on contract management as required by IA

7.3 Technical Advice and Support

The TAMC will provide international and national technical expertise to advise the project’s implementing agencies on a wide range of technical issues to improve delivery of the project, and to improve the technical quality of the project outputs. This will include a number of technical areas described below in more detail. However, the technical support required from TAMC is wide-ranging, and may include other areas relating to project implementation or IWRM policy and practice.

7.3.1 Monitoring Equipment and Data Processing

The TAMC will assist the concerned project IAs in the rationalization and standardization of monitoring networks for the Surface and Ground Water Hydrological, Hydro meteorological

and Water Quality Observations. These would include requirements for implementation of methodologies, guidelines and standards for the optimization of the networks and monitoring frequencies and for selection of measurement methods, choice of hydrometeorological, hydrological and hydrogeological monitoring equipment, its location, utilisation, operation and maintenance including development of appropriate specifications. They will also provide advice on water quality laboratory equipment, water quality parameters to be monitored, field / laboratory equipment to be used and analysis/ observation procedure to be followed. International best-practice advice is expected to be provided when requested on instrumentation and telemetry options and optimum configurations.

TAMC will also work with central agencies to review established practices for the HIS and seek to identify improvements – making appropriate revisions to Hydrology Project guidance manuals and editing/finalising the Project HIS Manual reflecting such improvements. Particular attention should be paid to quality control of information generated through the data systems.

7.3.2 Information Technology, Hardware and Software

The IAs will seek expert advice from TAMC on selection of appropriate hardware and software required for particular applications and situations – from equipping State Data Centres to particular data management applications. The TAMC will provide general advice in addition to expert opinion in the solution of specific problems.

The TAMC is expected to provide guidance in:

- Selection of IT and communication equipment hardware and software for data management, data use and data dissemination
- Contribution to review of major project software development, including the data management software for surface water information (eSWIS), groundwater data (eGEMS) and water quality data (e-WQIS). This will include participation in defining improvements to be made to the software under the Project.
- Implementation of uniform guidelines, standard methodologies and compliance of protocols for observation, entry and processing of data for SW, GW and WQ and general resource assessment, and revise them if necessary

7.3.3 SCADA system development, benchmarking of irrigation systems

The Project will develop use of hydro-met data to the management of irrigations systems through development of real-time data collection for some irrigation systems, and work to benchmark some irrigation systems. The TAMC will provide technical support to these activities on request, providing advice of procedures or how to analyse information and present results. The level of support to be provided by TAMC is expected to be generic and advisory, and not specific or in detail.

7.3.4 Development of analytical tools and decision support platform for water resources planning and operation

The IAs have responsibilities to develop a range of activities to develop capabilities in:

- Assessment of water resources at the basin/sub-basin scale (including surface water and groundwater)
- River Basin Planning
- Streamflow forecasting and reservoir operation
- Water quality assessment
- Modelling of water resources, including groundwater modelling
- Irrigation management and operation
- Application of remote sensing technology in water resources management
- Assessment of climate change implication on water resources management

The TAMC will be required to provide technical assistance in these areas to the IAs as well as to support work of other central agencies to support the development of these skills. The level of support to be provided by TAMC is expected to be generic and advisory, and not specific or in detail.

7.3.5 Support for management of other consultancies

Included in the plans of the various implementing agencies are several significant consultancies to be provided to address a range of specific applications. TAMC will support the management of these consultancy contracts through responding to requests for assistance from the IAs with peer review of progress reports and other output from these consultancies.

- Support for the IAs in their management of major contracts for the project through provision of advice and guidance on major issues
- Technical contribution to review development of software and/or reports, providing constructive suggestions and mentoring roles for IAs in order to improve systems

7.3.6 Purpose-driven Study (PDS) Programme

Primary technical management of the PDS programme will lie with the National Institute of Hydrology (NIH), but the TAMC will support the programme by providing advice on PDS design (on request), participating in technical review of the studies, and providing technical input, suggestions and guidance to the PDS lead investigators on request and at the periodic progress review events.

7.4 MIS Support

The TAMC will provide active support to the NPMU for development and management of the project web-site. The TAMC will also develop a project Management Information System (MIS) that will build on systems already developed, and deliver reporting required by the MOWR, RD & GR and the World Bank in their monitoring of project implementation. This

system will also incorporate a Financial Management Reporting (FMR). This MIS/FMR system will:

- Provide a means of monitoring project progress through data entered relating to development and completion of procurement documents, the procurement process and contract execution
- Provide a means of monitoring financial progress of the project by monitoring expenditure by agency, category of expenditure and loan reimbursement
- Use data uploaded by officers in all implementing agencies across the country to generate monitoring reports to provide information for NPMU, the World Bank and other central agencies.

The development of a working MIS/FMR is an urgent early requirement, therefore it is intended that a working system design will be agreed by month 3 from signing of the contract, a basic reporting system be in place by month 6 and the system fully functional by month 12. TAMC will provide training as well as setting –up the system to all Agencies so the system can be used effectively. TAMC will also assist IAs in understanding of MIS through real time support.

It must be noted that there is already an existing MIS developed by the NPMU and the consultant is expected to use this platform for further development and refinement. Details of the existing MIS system are provided in **Annexure-II**.

7.5 National Water Informatics Center (NWIC)

The TAMC will provide technical and management support in establishment of NWIC at MoWR, RD&GR as well as its operation after establishing. The TAMC will further support State IAs in integration of their Data center with IndiaWRIS based upon protocols developed by central agencies. The requirement of various Hardware & software for NWIC as well as its integration with State data centers and information sharing will be assessed by TAMC.

After operationalisation of NWIC, the TAMC will support MoWR, RD & GR in its ISO certification of NWIC.

7.6 Monitoring and Evaluation of Project Implementation

The TAMC are required to review basic project implementation processes and outputs to provide feedback and suggestions. The basic processes to which inputs are required:

- Design and implementation of project M&E system and integrate with project MIS;
- Evaluation of the Annual Work Plan, Procurement Plan and Budget;
- Project Progress Reports and Mid-term Review Reports in relation to the Project Performance Indicators ;

7.7 Financial Management

The Consultant will assist NPMU in overall financial management of the project. Using the FMS, the consultant will monitor the financial progress including fund-flow and disbursement. The consultant finance team, with guidance from the NPMU, shall coordinate with IAs in effective implementation of FMS, and wherever necessary will provide training to the IAs.

7.8 Awareness raising, capacity building and training

For improving awareness of the project, the TAMC shall:

- Develop project promotional material including posters, handouts etc. regarding the project as well as development materials for promoting water resources planning, benefits of hydrological information system, management of water resources using river basin approach and principles and IWRM for wider circulation.
- Conduct awareness campaigns including workshops, consultative meetings with HDUGs, celebration of World Water Day, etc.
- Development of an appropriate record of project implementation (including filmed interviews) for a documentary film of the project for promoting awareness
- Providing support and technical materials to assist efforts by IAs to improve communications with stakeholders concerning the project objectives and its outcomes

For capacity building and training, the National Institute of Hydrology (NIH) has been entrusted with the responsibility for management of most of the capacity-building programme. The TAMC will provide advice and support to improve delivery of the programme. The TAMC will:

- Work with the NIH to support development of a coordinated training needs assessment every two year during the project implementation phase.
- Support NIH to prepare annual training calendar with the IAs to meet training needs, including providing information about training opportunities internationally
- Develop a system for reporting and assessing training programmes, and monitor training through annual reporting in the MIS
- Support IAs wishing to develop links with local research institutes and advise on collaborative arrangements, on request.
- Coordinate all International Training & Study-tour and support NPMU and IAs in getting adequate administrative and technical clearance.

8. Deliverables of TAMC

The following are the deliverables to be submitted by the consultant:

- Inception Report (end month 3)

The Inception Report will review in detail the current status of project implementation, defining a detailed work programme for the TAMC activities for the upcoming 9 months plus an outline work plan for the balance of the contracted period.

- Brief quarterly reports on TAMC activities

Format for these reports will be agreed with the NPMU and will briefly summarise activities during the quarter and upcoming activities for the next quarter.

- Annual progress report for TAMC activities

These reports will provide a summary of TAMC activities for the year, together with a detailed work plan for the upcoming 12 month's work. These will be submitted at the end of each financial year. The report is to be submitted 15 days before agreed date for annual review.

- Needs-based Technical Reports

When appropriate, as judged by NPMU, the TAMC will prepare and submit a technical report on an aspect of the project for consideration of the NPMU and project stakeholders. These will be used to clarify technical issues, or to propose changes of emphasis in project implementation.

- Mid-term report on end of Year 4 detailing out the achievement of TAMC in relation to the task as agreed with NPMU in the inception report, together with a work plan for the upcoming next 4 years.
- Draft withdrawal plan at the end of Year 7 and final withdrawal plan in the 2nd Quarter of Year 8.
- Process Documentation Report for the whole project
- Final report

This report will be prepared 3 months before the end of the TAMC contract and will provide a detailed account of TAMC activities and an overview of project achievements. It will provide a review of the services provided, the impact of the services on project performance and outcomes, and recommendations for future activities. The report will be submitted in draft three months before the end of the contract period for Client review and comments. These comments will be submitted within 30 days of draft report submission. TAMC will then revise the report in the light of comments, and a final version of the Final Report will be submitted.

9.0 Procedure for Review of Consultancy work including various Reports to be submitted by the Consultant

The Consultancy work including various Reports will be reviewed by National Project Monitoring Unit (NPMU), NHP, MoWR, RD& GR.

10.0 Consultant's Team

The consultants would be contracted by the NPMU and employed over a period of 8 years, starting tentatively from January, 2017.

Details of the proposed team composition and staffing schedule should be presented in the consultant's proposal; but the team should include, and not necessarily be limited to, the following key staff:

S No.	Position	Suggestive Man-months	Key Qualifications	Key tasks
CORE STAFF				
<i>International Experience</i>				
1	Team Leader	78	Master degree in water resources management or related field. 20 years' experience, with 10 years' experience of team leadership of similar IFI-funded projects	<ul style="list-style-type: none"> • Team leadership • Technical leadership, especially in fields of hydrology, IWRM, water resources development • Report writing • Engagement with all IAs and World Bank • Capacity building • Advice on project management, and M&E reporting
2	River Basin Modeling Expert	72	Post-graduate qualification in hydrology or similar 20 years professional experience in international water resources management / hydrology projects including instrumentation, data management, flood forecasting, reservoir management	<ul style="list-style-type: none"> • SW Monitoring network design • HIS operation advice • SW assessment • IWRM advice • Flood forecasting • Peer review of consultancies / modeling undertaken under project • Advice to IAs on modelling and use of data • Advice on reservoir

				<p>operation studies</p> <ul style="list-style-type: none"> • Review of reservoir management / sedimentation issues • Advice on use of reservoirs for flood management • Advice on DSS for reservoir operation
3	Hydro-met Instrumentation Expert	36	Post-graduate in relevant science or engineering 15 years professional experience in an instrumentation role in international projects, with good experience in hydromet. instrumentation and telemetry systems	<ul style="list-style-type: none"> • Selection of equipment • Specification of equipment • Advice on telemetry
4	Hydrogeologist and Ground Water Modeling Expert	36	Post-graduate qualification in hydrogeology or similar 20 years professional experience in international groundwater resources management / hydrogeology projects and groundwater modelling	<ul style="list-style-type: none"> • GW Monitoring network design • HIS operation advice • GW assessment • IWRM advice • Advice on ground water modeling
	<i>National Experience</i>			
5	Deputy Team Leader	72	Post graduate qualification in relevant engineering / management subject; 20 years' experience, with 10 years' experience in senior role in similar projects, including IFI-funded projects. Good experience in water resources management projects.	<ul style="list-style-type: none"> • Coordination and administrative support to Team Leader • Coordination with IAs, including NPMU • Management of MIS/FRS support • Routine reporting • Stakeholder engagement • Project management and M&E reporting
6	Sr. Procurement	72	Degree in engineering or	<ul style="list-style-type: none"> • Providing expert

	Expert		related field. 20 years' experience, with 10 years' experience of procurement in IFI- funded projects	advice on all procurement matters to IAs and to NPMU/TAMC team <ul style="list-style-type: none"> • Liaison with World Bank procurement specialists • Development of Project standard documents and guidance • Advice to IAs on procurement matters • Support / training of IA in procurement
7	MIS & IT Expert	78	Graduate qualifications in Computer Studies, IT or related subjects, with at least 15 years in relevant field	<ul style="list-style-type: none"> • Development of MIS and FMR systems • Training and technical support for MIS/FMR systems
8	Hydrologist and Hydrological Modelling Expert	72	Post-graduate qualification in hydrology or similar 15 years professional experience in water resources management / hydrology projects including hydrological modeling	<ul style="list-style-type: none"> • Working in partnership with the International H&HM expert, share responsibilities for IA support in all relevant areas under leadership and guidance by the international expert
9	GIS & Remote Sensing Expert	48	Post-graduate in data management, hydro-informatics or related subject. 10 years' experience in similar role in international projects	<ul style="list-style-type: none"> • Advice on matters relating to database software development, use of GIS, IT systems • Advice on use of remote sensing products
10	Capacity Building Expert	48	Postgraduate in social science or similar, with extensive 20	<ul style="list-style-type: none"> • Close support to the NIH training

			years of experience in institutional development and capacity building and training programme development, preferably with water resources focus.	<p>and capacity building team, taking proactive role in improving training and capacity building program</p> <ul style="list-style-type: none"> • Review of training needs assessment, annual training plans • Support for capacity building and training development for IAs
Support Staff				
11	Hydrochemist and Water Quality Expert	36	<p>Post-graduate in chemistry, environmental science or related subject.</p> <p>20 years' experience with significant laboratory experience and over 10 years' experience in water quality assessment and management in international projects</p>	<ul style="list-style-type: none"> • Review of water quality studies • Advice on development of laboratories and use of water quality data • Advice on laboratory equipment, laboratory management including QA/QC process • Guidance on water quality assessment
12	Capacity Building Expert (international)	24	<p>Postgraduate in social science or similar, with extensive 20 years of experience in institutional development and capacity building and training programme development, preferably with water resources focus.</p>	<ul style="list-style-type: none"> • Close support to the NIH training and capacity building team, taking proactive role in improving training and capacity building program • Review of training needs assessment, annual training plans • Support for capacity building

				and training development for IAs
13	Sr. Finance Management Expert	78	Post-graduate in Financial or Business Studies or related subject with 20 years' experience of financial management and audit	<ul style="list-style-type: none"> • Support for project financial management and financial reporting, including training and advising on efficient implementation procedures • Overview of FMR system output to ensure its accuracy for project financial monitoring
14	Monitoring & Evaluation (M&E) Expert	78	Degree in related field with 15 years' professional experience in water resource field	<ul style="list-style-type: none"> • Design and development of MIS, data entry and reporting systems for efficient monitoring • Close support for all project monitoring and evaluation data requirements
15	Ground Water management and modelling Expert	72	Post-graduate qualification in hydrogeology or similar 15 years professional experience in groundwater resources management / hydrogeology projects and groundwater modelling	<ul style="list-style-type: none"> • GW Monitoring network design • HIS operation advice • GW assessment • IWRM advice • Advice on ground water modeling
16	Procurement Experts (5 nos)	210	Degree in engineering or related field. 10 years' experience, with 2 years' experience of procurement in IFI- funded projects	<ul style="list-style-type: none"> • Development of Project standard documents and guidance • Advice to IAs on procurement matters • Support / training of IA in procurement

17	Instrumentation Experts (2 nos.)	90	Post-graduate in relevant science or engineering 10 years professional experience in an instrumentation role, with good experience in hydromet instrumentation and telemetry systems	<ul style="list-style-type: none"> • Support to international instrumentation expert, working closely with IAs • Selection of equipment • Specification of equipment • Advice on telemetry
18	Finance Expert	78	Post-graduate in Financial or Business Studies or related subject with 10 years' experience of financial management and audit	<ul style="list-style-type: none"> • Support for project financial management and financial reporting • Overview of FMR system output to ensure its accuracy for project financial monitoring
19	MIS Team (MIS Expert; Application Development Expert; Application Programmer; Database designer and; Application Web Designer	150	<p>MIS Expert:</p> <ul style="list-style-type: none"> - Master in computer application or IT or M.Tech. Computer Science with minimum 12 years of experience - Have hands on experience on software development process with key expertise in system analysis, data flow process, database structure, reporting structure. <p>Application Development Expert:</p> <ul style="list-style-type: none"> - Master in computer application or IT or M.Tech. Computer Science with minimum 15 years of experience. - Expertise in software development inclusive latest open source technologies. 	<ul style="list-style-type: none"> • Development of MIS and FMR systems • Training and technical support for MIS/FMR systems

			<p>- Web development experience is of primary importance, with strong .Net programmer with exposure to building web applications.</p> <p>Application Programmer:</p> <ul style="list-style-type: none"> • Minimum 5 years of expertise in software development inclusive latest open source technologies. Strong technical experience in ASP.Net 4.5, C#, MS SQL Server 2014, MVC, Entity Framework, Repository pattern, AJAX, Web Services and Third party API Integration. Should be strong in OOPS concepts, basics. <p>Database designer:</p> <ul style="list-style-type: none"> • Must possess the ability to create an efficient physical database design from a logical data model and application specifications. The DBA, or sometimes the Data Architect (DA), must collect, store, manage, and enable the ability to query the organization's metadata. <p>Application Web Designer:</p> <ul style="list-style-type: none"> • HTML, CSS, design sense, Java script & AJAX, ASP, Java, C#, search engine optimization, mobile support, customer service skills, web server administration and project management. Degree in Graphical design with above mentioned programming skills 	
20	Water Resources Management Expert (2 nos.)	72	Master degree in water resources management or related field with	<ul style="list-style-type: none"> • Support to the IAs in hydrology,

			15 years' experience,	IWRM, flood modeling, reservoir operation, water resources development etc.
21	Communication and Media Expert (2nos.)	15	Postgraduate in social science, mass communication or similar, with atleast 10 years' experience in awareness generation, outreach programs and multimedia information management	<ul style="list-style-type: none"> • Support IAs and NPMU in developing project awareness and outreach program • Develop multi-media information dissemination platforms including newsletter, brochures, videos etc. on the achievement/ progress of the project implementation.
22	Telecommunication Expert	24	Engineering Graduate in Electrical Engineering/Telecommunication Engineering/ Electronic Engineering; and atleast 5 year of experience in telecommunication technology specially telemetry system in hydro-meteorological/ dam/ irrigation system or similar field.	<ul style="list-style-type: none"> • Understand information communication issues and options in detail • Advise the IAs on telemetry options available/ feasible for the site. • Guide the IAs in designing the specifications, communication protocols and associated software/ hardware • Site visits and review performance of

				the telemetry systems
23	SCADA Expert	24	Engineering Graduate in Electrical Engineering/Telecommunication Engineering/ Electronic Engineering; and atleast 7 year of experience in designing, installation, operation and maintenance of SCADA system in water resources/ irrigation applications.	<ul style="list-style-type: none"> Advise the IAs on technologies available for SCADA system. Guide the IAs in designing systems, the specifications, communication protocols and preparation of ToR and bid documents. Site visits and review performance of the SCADA systems
24	Meteorologist (International)	24	Post-graduate in related subject. 15 years' experience, with over 10 years' experience in similar role in international projects	<ul style="list-style-type: none"> Responsible for meteorological data collection and data QA/QC Climate forecast
25	Advisory Team (various domains)	46	Post-graduate in related subject. 20 years' experience, with over 10 years' experience in similar role in international projects	<ul style="list-style-type: none"> Various domain described in Table 3 below
26	Technical and Office Support Team	720	<ul style="list-style-type: none"> Data Entry Operators Receptionist Office Manager Office Assistants Accounts Assistant Etc 	<ul style="list-style-type: none"> Provide technical and administrative support for day-to-day functioning of the projects.

To support the Core Staff there will be an “Advisory Team” (listed in Table below) expected to have smaller inputs but to provide particular specialist expertise.

Table: 3 Advisory Team

Position	Minimum Qualification Wanted	Key Tasks	Suggestive inputs (months)
Integrated Water Resources	Postgraduate in water resources management	<ul style="list-style-type: none"> Advice on building capacity 	3

Position	Minimum Qualification Wanted	Key Tasks	Suggestive inputs (months)
Management Advisor	with extensive experience in IWRM analysis	for IWRM in IAs <ul style="list-style-type: none"> • Advice on water governance • Irrigation system management 	
Climate Change Advisor	Postgraduate in climate science with extensive experience in climate change assessment	<ul style="list-style-type: none"> • Guidance on integration of needs for quantification and monitoring of climate change into HIS design 	4
Short & Midterm Rainfall Forecast Advisor	Postgraduate in climate science with extensive experience in modelling for rainfall forecast	<ul style="list-style-type: none"> • Advice on use of short-term & medium term rainfall forecasts for flood forecasting 	4
Sediment Modelling and Management Advisor	Postgraduate in water resources management or geomorphology with extensive experience in sediment modelling and catchment management	<ul style="list-style-type: none"> • Advice on modelling soil loss and sediment movement in catchments • Advice on catchment treatment for reducing sediment in rivers 	3
Aquifer Recharge Management Advisor	Postgraduate in Hydrogeology with extensive experience in design, monitoring and evaluation of artificial recharge of groundwater	<ul style="list-style-type: none"> • Advice on monitoring, design and assessment of efficacy of artificial recharge schemes 	3
Flood Modelling Advisor	Postgraduate in hydrology or engineering science with very extensive flood and inundation modelling experience	<ul style="list-style-type: none"> • Advice on / review of flood & inundation modelling undertaken by IAs • Support for capacity building in flood modelling 	8
Spatial & Non-spatial datasets for Water Resources Management Advisor	Postgraduate in earth science with extensive experience in use of spatial & non-spatial datasets for water resources management	<ul style="list-style-type: none"> • Advice on choice and availability of spatial datasets to support WRIS needs • SCADA system in WRM • Integration of hydromet data and its management 	9
IT Hardware & Software advisor	Master in computer application or IT or M.Tech. Computer Science with extensive experience on software development process as well as hardware	<ul style="list-style-type: none"> • Review of existing hardware and software frameworks and advise on future keeping in view various application proposed to be developed under NHP 	6
Community-based water management	Postgraduate in a water resources field or similar,	<ul style="list-style-type: none"> • Advice on data needed by communities for 	6

Position	Minimum Qualification Wanted	Key Tasks	Suggestive inputs (months)
advisor	extensive experience in working with local communities to promote collaborative management of water resources	appropriate management of water resources <ul style="list-style-type: none"> • Advice on how to provide communities with data • Support for IAs wishing to develop community management pilots 	

Some of these advisor roles might be combined with core expert positions, depending on a particular expert's knowledge and experience. This is preferred, and it is believed smaller teams, with more sustained project inputs, would provide better support than large teams focusing on specialist skills but with less continuity.

11 Facilities to be provided by the Client

The Client will supply:

- Office space in Delhi or the NCR for the TAMC team, free of cost and provided with electricity. The consultant will also be provided office space for their regional offices (Guwahati/Shillong, Bhubaneshwar, Pune and Hyderabad). TAMC will be responsible for cleaning and maintenance, and equipping the office space. TAMC will be responsible for telecommunication connections for the office.
- Access to information. The Client will provide assistance to access information needed for the services.
- Reporting and documentation for earlier phases of the Hydrology Project. All such documentation available with the Client will be made available to the TAMC.

Annexure - I**LIST OF IMPLEMENTING AGENCIES.**

S. No.	Agencies	Organisations
1	Central Implementing Agencies	<ul style="list-style-type: none"> • Ministry of Water Resources as the National Project Monitoring Unit (NPMU) and an implementing agency. • Central Water Commission (CWC), • Central Ground water Board (CGWB), • National Institute of Hydrology (NIH), • Central Water and Power Research Station (CWPRS), • Bhakra Beas Management Board (BBMB), • Central Pollution Control Board (CPCB), • Survey of India (SoI), • National Remote Sensing Centre (NRSC), • Damodar Valley Corporation (DVC)
2	State Implementing Agencies	Andhra Pradesh (GW), Andhra Pradesh (SW), Assam, Bihar (GW), Bihar (SW), Chhattisgarh (SW), Chhattisgarh (GW), Goa, Gujarat (GW), Gujarat (SW), Haryana (SW), Himachal Pradesh, Jharkhand, Karnataka (SW), Kerala (GW), , Kerala (SW), Madhya Pradesh, Maharashtra (GW), Maharashtra (SW), Manipur, Meghalaya, Mizoram, Nagaland, Odisha (GW), Odisha (SW), Punjab, Rajasthan, Sikkim, Tamil Nadu, Telangana (GW), Telangana (SW), Tripura, Uttar Pradesh (SW), Uttar Pradesh (GW), Uttarakhand, West Bengal (GW), West Bengal (SW), Delhi, Puducherry

Annexure – II

Details of MIS developed so far by NPMU

The initial period of 2015-2016 has focused on the development of standalone key modules and specification for further scaling up and integration of the modules as well as introduction of other modules that are necessary. This initial period can be managed by MIS Experts from World Bank with some additional contract programmers to be added to the Project. During the first phase of development the framework of the MIS system will be designed based on M&E indicators and defining all the source of information, make sure all data can generated from the system. Phase one development:

Concurrent development of protocols and work manuals under National Hydrology Project that define basic MIS requirements related to Web Portal Development:

Every stakeholder or implementing agency will have their own web chapter (Agency Dashboard), to track all the activities mentioned above. National Project Management Unit will be the owner of the management information system for monitoring physical and financial progress. Every implementing agency will ensure their physical and financial progress using MIS system.

Also a robust document management system, to create a data repository for all the documents including should be maintained. Login based discussion forum on the web portal to understand the current requirements and achievements of the project.

The next phase has to convert the standalone protocols and multiple independent modules into a complete application and website. During this phase, state wise web chapter will be developed to have their own management information system to track all ongoing and future activities of the project. The data with reference to every module which was developed during first phase will be reflected to state level MIS system (agency specific) with LOGIN credentials. Also GIS or Google based platform for existing hydro met stations and to design proposed hydro met stations should be taken further. This phase will also develop a dynamic calendar which will reflect the capacity building parameters (upcoming Trainings, workshops, meetings) as well as a track or reminder for the annual work plan activities. Also baseline indicators will be developed into the system to track future procurement & financial activities. During this phase a core module will be defined to ensure user credentials, roles and access to the system. This module will be designed based on MIS stakeholders (NPMU, and SPMU & CPMU). The main user of the application at project management unit as administrator will be Agency and agency will have rights further to divide the roles based on technical sections.

TAMC will understand the concurrent development of protocols and work manuals under National Hydrology Project that define basic MIS requirements and also overall development within first two phases. During this phase, based on data flow mechanism complete procurement policy, procurement roadmap will be introduced within the system. Procurement, finance and audit systems will be developed and integrated with the existing modules. Physical tracking modules developed during initial phases will be fully integrated into finance/procurement modules (This phase). The MIS system will be finally hosted over national informatics center, so TAMC has to ensure the security scrutiny, data backup policy and all other critical parameter before migration over the NIC server. TAMC has to ensure all parameters from NIC which are enforced by government policy. The development during

initial phase will have mechanism for both windows as well as android interface. TAMC has to ensure windows/ android based APPs for nation hydrology website, application presentation interface (API's) and web services to integrate with e-Swis, e-gems etc. to match the requirements of monitoring and evaluation tool. TAMC has to ensure M&E parameters from various objects or classes as major sources of information for these indicators will be from other source of applications. TAMC has to ensure annual maintenance, over all implementation, backups and all other security parameters at the levels.

Features of Existing System:

- Database: Microsoft SQL Server
- Procedures developed in MS SQL Server
- Front End: Visual Studio c#, Java script, PHP and html based MIS system
- Host: Microsoft Windows IIS version Microsoft Server 2012
- Cloud Service provider: GoDaddy, 20 GB with backup system

Existing Modules:

- Details of all implementing agencies; contact details of project coordinator, nodal officer and other PMU staff; Unique agency code for all agencies including attributes of type of agency; dedicated webpage for agencies with provision to publish own events and success stories etc; maintenance of contact directory by individual agencies
- Relational database with procedures and queries and triggers
- Fund allocated to all agencies in different components,
- User credentials for each agency (based on agency user name and password); each individuals based on mobile number and password
- Database of individuals participated in all trainings
- Training modules with options to create new training, online modules for registration by participants, approval / denial of registration, attendance system and record of past trainings attended; training module with links to documents, trainings modules and presentations, list of participants
- Document management system for each individual agency to upload documents, review by relevant authority, with credentials to allow read / edit based on password; document management with detailed attribute tables, description of document upto 5 level of hierarchical attributes etc.; module to search the document by attributes or keywords
- Dynamic linking of website with MIS and document management system; master interfaces to publish new content on website based on back end database
- Readiness module having adjustable marking scheme for each agency, with marks based on uploading of documents and information; dynamic update of marks and comparison;

- Detailed module for Project Implementation plan, having a hierarchical module to plan costs by individual agencies at up to fourth level of detail
- Basin and State wise module for hydro-met calculator, module for geo-spatial mapping (based on Google API) of existing monitoring stations in India
- Modules for project description, description of project components, FAQ, web links, implementation support and arrangement
- Vendors module for list of registered vendors and interface for registration of new vendor
- Dashboard showing all existing information in single snapshot, individual dashboards for each agency and customized dashboard for administrators
- Modules for interface based uploading of advertisement / notifications and automatic publishing of notices on website based on database
- Recent and upcoming events, news, project diary (chronological listing of all events, news and documents)
- Procurement page with hierarchical classification of procurement documents, procurement trainings, standard and example bid documents, procurement procedures and manuals
- Web based calendar for trainings, missions, workshops, meetings etc along with agenda, presentations and participation lists
- All database is linked with tables, with options to investigate various trainings and workshops attended by individuals
- Dedicated webpage for HIS manual having detailed page on specifications, instruments, site selection guidelines, instrument selection guidelines, link to external resources and videos; network design and density
- Links and documents management system for Hydrology Project 1 and HP-2; including technical manuals and HIS modules from old projects

Major Modules to be developed:

- Financial Module
- Procurement Module
- Monitoring and Evaluation of physical and financial progress
- Institutional benchmarking
- Restructuring of project at two Mid-term reviews
- Compatibility of MIS with NIC system and security protocols
- Hosting of MIS on NIC website
- Performance tracking modules and Reporting
- Mobile app for alerts and uploading information

PART II

Section 8. Conditions of Contract and Contract Forms

Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Standard Request for Proposals (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above US\$300,000 equivalent or more unless otherwise approved by the Bank.

STANDARD FORM OF CONTRACT

Consultant's Services

Time-Based

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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 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
Time-Based

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

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

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

of the Client's country.

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

2. Relationship between the Parties

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

3. Law Governing

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

- Contract** 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 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 48 & 49.

18. Suspension

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

19. Termination

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

a. By the Client

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

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

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

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

b. By the Consultant

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

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

c. Cessation of Rights and Obligations

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

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

d. Cessation of Services

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

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

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

**b. Law
Applicable to
Services**

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

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

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

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

**21. Conflict of
Interests**

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

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

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

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

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22. Confidentiality

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

23. Liability of the Consultant

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

24. Insurance to be Taken out by the Consultant

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

25. Accounting, Inspection and Auditing

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

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

26. Reporting Obligations

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

27. Proprietary Rights of the Client in Reports and Records

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

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

28. Equipment, Vehicles and Materials

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

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

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

C. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 29. Description of Key Experts**
- 29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.
- 29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.
- 30. Replacement of Key Experts**
- 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 31. Approval of**
- 31.1 If during execution of the Contract, additional Key Experts

Additional Key Experts

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

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

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert 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.

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

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

33. Replacement/ Removal of Experts - Impact on Payments

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

34. Working Hours, Overtime, Leave, etc.

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

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

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

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

D. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

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

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

36. Access to

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

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

Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

40. Payment Obligation

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

E. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

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

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

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

42. Remuneration and Reimbursable Expenses

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

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

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

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

42.5 Any rates specified for Experts not yet appointed shall be

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

43. Taxes and Duties

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

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

44. Currency of Payment

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

45. Mode of Billing and Payment

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

- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice

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

- (d) *The Final Payment* .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice.The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

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

F. FAIRNESS AND GOOD FAITH

47. Good Faith

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

G. SETTLEMENT OF DISPUTES

48. Amicable Settlement

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

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

49. Dispute Resolution

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

II. General Conditions

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

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

“Fraud and Corruption

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁸;
- (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 obligation⁹;
- (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 party¹⁰;
- (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 party¹¹;

⁸ 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.

⁹ 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.

¹⁰ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures¹², 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 nominated¹³ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

¹¹ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹² 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.

¹³ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Ministry of Water Resources, River Development and Ganga Rejuvenation.</p> <p>Attention : Director (NHP), 232, 2nd Floor, Block-3, CGO Complex, Lodhi Road, New Delhi -110 003, Phone: 011-24369543 / 24363417, Fax: 011-24363417, Email: sjc1nhp-mowr@gov.in / sjc2nhp-mowr@nic.in</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>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: Project Co-ordinator, NPMU, NHP, MoWR, RD & GR</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: After signing of the contract by the Client and the Consultant

12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be six months.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 10 days after signing of the contract by the Client and the Consultant</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert within 7 days.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 31.12.2024 or such other time period as the parties may agree in writing.</p>
21	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>“Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (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

	<p>the applicable law in India”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of India.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank <u>prior to accepting any changes</u> 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>(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 : Rs.</p>

	<p>one million;</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p>27.1</p>	<p>Nil</p>
<p>27.2</p>	<p>The Consultant shall not use these information, documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
<p>35.1 (a) through (e)</p>	<p>This will be subject to relevant Government of India rules/regulation on Foreigners stay & registration as well as Foreign Exchange Management Act.</p>
<p>35.1(f)</p>	<p>The Client will supply:</p> <ul style="list-style-type: none"> - Office space in Delhi or the NCR for the TAMC team, free of cost and provided with electricity. The consultant will also be provided office space for their regional offices (Guwahati/Shillong, Bhubaneshwar, Pune and Hyderabad). TAMC will be responsible for cleaning and maintenance, and equipping the office space. TAMC will be responsible for telecommunication connections for the office. - Access to information. The Client will provide assistance to access information needed for the services. - Reporting and documentation for earlier phases of the Hydrology Project. All such documentation available with the Client will be made available to the TAMC.
<p>41.2</p>	<p>The ceiling in foreign currency or currencies is: _____ <i>[insert amount and currency for each currency]</i> inclusive of local indirect taxes.</p> <p>The ceiling in local currency is: _____ <i>[insert amount and currency]</i> inclusive of local indirect taxes.</p>

	<p>The indirect local taxes (i.e. service tax) chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i>.</p>
<p>42.3</p>	<p>Price adjustment on the remuneration applies.</p> <p>Payments for remuneration made in [foreign <i>and/or</i> local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect from the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where</p> <ul style="list-style-type: none"> R_f is the adjusted remuneration; R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency; I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract. <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency (the index for “wages” published by the International Monetary Fund in its monthly “International Financial Statistics” for the country could be considered for adoption).</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, for the first time, with effect from the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p>

	$R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where R_f is the adjusted remuneration; R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency; I_f is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and I_{fo} is the official index for salaries in the Client’s country for the month of the date of the Contract (the Indices for “Urban Non Manual Employees” for salaries published by the Director General Central Statistics Organization, Ministry of Statistics/ Government of India shall be considered).</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_o/X. X_o is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
<p>43.1 and 43.2</p>	<p>The client will reimburse service tax paid by the consultant. However consultant shall have to produce all relevant original documents of such tax to the client at the time of raising the claim/invoice for the same.</p>
<p>44.1</p>	<p>The currency [currencies] of payment shall be the following: As in the Financial Proposal, Form FIN-2</p>
<p>45.1(a)</p>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of 10% of the negotiated amount in foreign currency and 10% of the negotiated amount in local currency shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 24 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and</p>

	in the currency of the currency(ies) of the advance payment.
45.1(b)	<p>(1) The Consultant shall submit bills in duplicate for payment every three month on actual man-month input to the client, itemized statement, accompanied by copies of invoices, vouchers and progress reports furnishing details of work completed as per schedules for completion of tasks. (detailed in Appendix-A – Description of Services)</p> <p>(2) Payment against reimbursable shall be on actual. However, the total amount on reimbursable shall be within the ceiling limit under the respective heads.</p> <p>(3) Consultant shall obtain prior approval of the Client for visit of their personnel to the IAs etc. out of Delhi.</p> <p>(4) Consultant shall submit, at the beginning of every three month plan of execution of the Task as per the Contract, details of deployment of personnel and anticipated estimate of expenditure on reimbursable.</p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: -----</p> <p>for local currency: -----</p>
46.1	<p>The interest rate is:</p> <ul style="list-style-type: none"> - for foreign currency: London Inter Bank On Lending Rate (LIBOR) plus 2% per annum - for local currency: 10% per annum
49.	<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 President, Institution of Engineers India, Kolkata for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining

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

	<p>Clause, “home country” means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or (c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in a country which is neither the Client’s country nor the Consultant’s country; (b) the English language shall be the official language for all purposes; and (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.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

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

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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

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

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

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

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

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

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges 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 – REIMBURSABLE EXPENSES COST ESTIMATES

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

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

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

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

Bank Guarantee for Advance Payment

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

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

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

At the request of the Consultant, we _____ *[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the

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.

IV. Appendices

Time-Based

amount of the advance payment, or on the ___ day of _____, 2____,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, ICC Publication No. 458.

[signature(s)]

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

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."