



GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
REQUEST FOR PROPOSALS

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|-------------------------------|---|
| Country: | India |
| Project Name: | Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCR) |
| Title of Consulting Services: | Engagement of Strategic Support Team for the office of APC, Odisha and the Additional Chief Secretary, Water Resources under the "Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCR)" |
| Contract Type: | QCBS (80:20) (Time Based) |
| Period: | 3 years |



ODISHA COMMUNITY TANK DEVELOPMENT AND MANAGEMENT SOCIETY
7th Floor, Rajiv Bhawan, Bhubaneswar - 751001

SECTION 1. LETTER OF INVITATION

Bhubaneswar

12/08/2022

1. Government of India has received a loan and credit from the International Bank for Reconstruction and Development (IBRD) towards the cost of "Odisha Integrated Irrigation Project for Climate resilient Agriculture (OIIPCRA)" and intends to apply a portion of this loan to eligible payments under this Contract for which this Request for Proposal is issued.
2. Odisha Community Tank Development and Management Society implementing OIIPCRA now inviting proposals to provide the following Consulting Services:

"Engagement of Strategic Support Team for the office of APC, Odisha and the Additional Chief Secretary, Water Resources" under the "Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCRA)" as per the details of the Services provided in the attached Terms of Reference (ToR).
3. The Request for Proposal [RFP] has been addressed to the above-named consultancies/agencies who are shortlisted by SPMU, OIIPCRA. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under Quality-and-Cost-Based Selection (QCBS)-Time Based basis and procedures described in this RFP, in accordance with the policies of the International Bank for Reconstruction and Development (IBRD) detailed in the Guidelines – Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants [including Data Sheet]
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms

Section 5 - Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Form of Contract.

6. Please inform us, upon receipt:

- that you received the letter of invitation; and
- whether you will submit a proposal alone or in association as a Joint Venture confirming joint and several liability or as Sub-consultants.

Yours sincerely,


Project Director, OGDMS

SECTION 2. INSTRUCTIONS TO CONSULTANTS

[Note to the Borrower: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

A. General Provision

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 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.
- (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 *[loan/financing/grant¹]* 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 an entity that may provide or provides the Services to the Client under the Contract.
- (g) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific

¹*["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]*

country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

- (i) "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) "Government" means the government of the Client's country.
- (l) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) "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.

- (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (s) "SPD - RFP" means the Standard Procurement Document -Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) "Terms of Reference (TORs)" (this Section 7 of the RFP) means the Terms of Reference that explains 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.
- (w) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their

Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

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

3. Conflict of Interest

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

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

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

a. Conflicting activities

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

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its

Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

B. 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 Advantage

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

5. Fraud and Corruption

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance

(in the case of 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 Procurement Regulations.

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

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS.**

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 State-Owned
Enterprises**

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

**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, individuals, or members of a team of Experts in the Consultant's Proposal unless: (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower
Debarment**

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

C. 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 ITC 5.

a. Extension of Validity Period

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

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

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 seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

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

c. Sub-Contracting

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

- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating

with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

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

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

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

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. 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

16.1 The Financial Proposal shall be prepared using the

- Proposal** 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.

D. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals** 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both

the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture 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.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**."

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the

address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

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 Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

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 shall do so only in writing.

19. Opening of

19.1 The Client's evaluation committee shall conduct the opening

Technical Proposals

of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (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 ITC 15.1, 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 ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

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

**22. Financial
Proposals for
QBS**

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

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

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

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public

opening of Financial Proposals; and

- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

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 RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in

the Technical Proposal. 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.

- b. Lump-Sum Contracts** 24.1.2 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 ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes** 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined

technical and financial scores, 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 ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is 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 Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

E. 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 ITC 12. 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 this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and

the Consultant's authorized representative.

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

30. Standstill Period 30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;

- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total

contract price, the contract duration and a summary of its scope; and.

(f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

- 34. Signing of Contract**
- 34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.
- 34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
- 35. Procurement Related Complaint**
- 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

DATA SHEET

| Paragraph Reference | | |
|---------------------|---|---|
| 1.0 | Name of the Client: | Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCRA) |
| | Address of the Client: | Project Director, OCTDMS. 7 th Floor, Rajiv Bhawan, Bhubaneswar -751 022 Telephone: +0674 -2512421 E-mail: spuoiipcra.od@gov.in |
| | Method of selection: | Quality and Cost Based Selection [90:10] (Time Based) |
| 1.1 | Eligibility: The Consultant should submit a statement indicating any short closure of earlier contracts or abandoned contract(s). This may attract rejection of offer made through this RFP. | |
| 1.2 | Financial Proposal shall be submitted together with the Technical Proposal. | |
| | Name of the assignment is: | Engagement of Strategic Support Team for the Office of APC, Odisha and the Additional Chief Secretary, Water Resources under "Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCRA)" |
| | The total expected duration of the assignment is: | 3 (three) years from the Date of Signing of the Contract or coterminous with the Project. |
| 1.3 | Pre-proposal conference will be held in the: | Conference Hall of SPMU, OCTDMS, 7 th Floor, Rajiv Bhawan, Bhubaneswar, Odisha, India/ or through Virtual meet online. |
| | The Client's representative: | Er. Paban Kumar Ram Superintending Engineer, Procurement Address: State Project Unit, OIIPCRA, 7 th Floor, Rajiv Bhawan. Bhubaneswar -751 022, Telephone: +0674 -2512421, Mob: 9437164766, E-mail: spuoiipcra.od@gov.in |

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| 1.4 | <p>The Client will provide the following inputs and facilities:</p> <p>a) Provide space for consultative meetings. It is expected that the consultant team will be in close and constant touch with the client and his designated team during the period of the assignment. The space will be provided to facilitate the interaction and review of this assignment. Provide available data and information that would be relevant to carry out the assignment</p> <p>b) Help, identify, contact in the project areas, when required, and facilitate consultation with agencies potential project beneficiaries and others. Would help establish contacts in the project areas and facilitate consultation with agencies. The consultant would be responsible for contacting the concerned Construction Engineers and synthesize and analyze the information available.</p> <p>c) Make available copy of World Bank Operational policies and guidelines relevant to the needs of the agency.</p> <p>d) Project Implementation Plan, Technical Manual and other relevant project related documents</p> <p>e) Memorandum of Agreement and Rules of the Society will be provided after signing of the contract.</p> <p>f) The Consultant would get support of the Project Team throughout the assignment period. The Consultant would be responsible for all transport and accommodation at project sites and in Bhubaneswar. All requirements regarding the Data Services and facilities will be informed to the OIIPCRA well in advance The consultant would be extended support by the State project at Bhubaneswar.</p> |
| 1.5 | <p>Proposals must remain valid for 90 days from the Last Date for Submission of Proposal. (As in Paragraph 6.1 of Data Sheet).</p> |
| 2.1 | <p>Clarifications may be requested not later than 10 days before the last date of submission of the proposal (As in Paragraph 6.1 of Data Sheet).</p> <p><i>The address for requesting clarifications is:</i></p> <p>Project Director, OCTDMS. 7th Floor, Rajiv Bhawan. Bhubaneswar -751 022 Telephone: +0674 -2512421/ E-mail: spuoipcra.od@gov.in</p> |
| 3.1 | <p>Proposals shall be submitted in the following language:</p> <p style="text-align: right;">English only.</p> |

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| 3.2 | Short listed Consultants may associate with other short-listed Consultants: | Not allowed. |
| 3.3 | The estimated staff-months required for the assignment is | |
| | i. Key-professional staff (Senior Part-Time Experts) | 2700 days (5 key professionals engaged for 180 days per Year for the engagement period for 36 months) |
| | ii. Key-professional staff (Core Programme Team) | 396 person – months (11 Sub-key personnel engaged for 36 months) |
| | iii. Sub-Key personnel (Young Professionals & Administrative & Assistance Staff) | 396 person – months (11 Sub-key personnel engaged for 36 months) |
| 3.4 | The format of the Technical Proposal to be submitted is: | Full Technical Proposal (FTP) |
| 3.5 | Training is a specific component of this assignment: | No. |
| 3.6 | <p>List of reimbursable expenses</p> <ol style="list-style-type: none"> (1) A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client’s country for 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 if the project has not provided space; (4) Cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) Cost of printing and dispatching of the reports to be produced for the Services; (7) Other allowances where applicable and provisional or fixed sums (if any); and (8) Cost of such other items required for purposes of the Services not covered in the foregoing list. | |

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| 3.7 | <p>Amounts payable by the Client to the Consultant under the contract is subject to local taxation.</p> <ul style="list-style-type: none"> - The Client will reimburse the Consultant for any such taxes paid by the Consultant. - Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties (as stated in ITC 3.7 and SCC 1.10) separately in the financial proposal. |
| 3.8 | <p>Consultant to state the local cost and the project will pay the cost of the consultancy in the Indian National currency.</p> |
| 3.9 for time- based contra cts only | <p>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of _____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> |
| 4.1 | <p>Consultant must submit the original and four copies of the Technical Proposal, (Proposal must be Book binding / Spiral Binding, other type of binding are not accepted) and the original of the Financial Proposal. Hardcopies to be submitted in hand/ courier/ speed post/ registered post to the address given below. Proposal in any other form will not be accepted. Authority in no way will be responsible for any postal delay.</p> |
| 4.2 | <p>The address for Submission of Proposals is: Project Director, OCTDMS Department of Water Resources. 7th Floor, Rajiv Bhawan, Bhubaneswar -751 022 Telephone: +0674 -2512421, E-mail: spuoiipcra.od@gov.in</p> |
| 5.1 | <p>The single currency for price conversions is: Indian Rupees.</p> |

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| | The source of official selling rates is: | State Bank of India (SBI) B.C. Selling rate of exchange. | |
| | The date of exchange rates is to be considered as on: | The last date for submission of proposals indicated in Paragraph 6.1 of Data Sheet. | |
| 5.2 (a) | Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are described as under: | | |
| | Criteria | Description | Points |
| | i. | Specific experience of the Consultants relevant to the assignment | 8 |
| | ii. | Adequacy of the proposed methodology and work plan and Innovations in the proposal | 18 |
| | iii. | Key professional staff qualifications and competence for the assignment: | 48 |
| | iv. | Prior experience in similar activities in Odisha and transfer of Knowledge. | 6 |
| | | Total Points | 80 |
| | <p>Note: Additional Information for submission of documents relating to experience/ Qualification/ officiating/ additional resources etc.</p> <p>1. Copies of work orders/ agreement/ completion certificates must be submitted as a proof for each assignment. No assignment should be repeated across various categories of evaluation parameters. Ongoing assignments as on date of submission of RFP will not be considered for evaluation.</p> <p>2. All the members of the SST would be deployed as a full-time position for a period of 3 years in the office of the Agriculture Production Commissioner in the Agriculture & Farmers' Empowerment Department. Office space with necessary facilities like furniture/wi-fi/internet (as is basis) shall be provided by the Project/ A&FE Department to the SST team. The consultant agency has to arrange computers/ printers/ wi-</p> | | |

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| | <p><i>fi/internet (if not satisfied with the band width, speed or quantum of available wi-fi/ internet services of the office), other stationeries & consumables as may be necessary for discharging the tasks under the consultancy at their cost. None of the team members should engage in any other engagement while being deployed at the SST.</i></p> <p><i>3. The Team Leader and the key experts are expected to have strong analytical skills and ability to comprehend and optimally utilize various databases on the development and socio-economic indicators at State and District level maintained by various entities under the project for strategic planning. The SST should have requisite skill in data analysis, integration, visualization techniques to prepare required periodic analytical reports on the project goals at the State & District levels.</i></p> <p><i>4. In case the project needs any additional resources with specific expertise for a certain duration of the assignment towards successful achievement of the desired outcomes, the same shall be deployed by the selected agency as per mutually agreed terms and conditions.</i></p> | | | |
| 5.2 (b) | Criterion-1: Specific experience of the Consultants relevant to the assignment: | | 8 Points | |
| | a. | Prior experience with Govt/ World Bank/ Donor Agencies in similar nature (strategic & knowledge driven team provisioning) of assignments. | 02 | |
| | b. | No. of completed similar projects undertaken [Each reference project included in technical proposal (as described in Form TECH – I of the RFP) is to be judged against the criteria.] | 06 | |
| | | i. Each completed project carries | 02 points | |
| | Total points for Criterion - 1 | | 8 Points | |
| 5.2 (c) | Criterion-2: Adequacy of the proposed methodology and work plan and Innovations in the proposal in responding to the Terms of Reference: | | 18 Points | |
| | a. | Technical approach and methodology: (General understanding of project requirement, key | 06 | |

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| | | components in ToR coverage of critical, presentation of effective methodology to be under OIIPCRA in consonance with World Bank guide lines and OCTDMS adopted practices, assessment of inter-relationship of work programme and methodology write-up to fulfil overall objective consistent with work plan, deliverables and staffing schedule. Only recitation of ToR will not be taken beyond average grading) | |
| | b. | Work plan in consonance with project requirement.: (Work-plan is to be through graphical presentation of activities involved including reporting. The work plan on the basis of logical sequence of events with appropriateness of time allocated to provide strategic support to the PMU with additional activities at different levels of OIIPCRA project as indicated in Tech-7 and Tech-8 shall be basis for assessment in this criterion) | 03 |
| | c. | Organization and staffing: [The clarity in presentation of the technical proposal encompassing all the formats provided in the RFP, completeness of the offer in terms of requirement of key personnel vis-a-vis the additional staffing hours proposed in staff schedule, the personnel allocation, the structure and reporting format for deputed personnel and timing of key personnel's input are the factors to be considered in assessment in this criterion] | 03 |
| | d. | Innovations proposed for better monitoring and evaluation of project activities and to deliver the tasks assigned to SST. | 06 |
| | | Total points for Criterion-2 | 18 Points |
| 5.2 (d) | | Criterion-3: Key professional staff qualifications and competence for the assignment: (Requisite qualification/ experience as detailed at Para-7, Terms of Reference (ToR) is a must to qualify in technical evaluation.) | 48 Points |
| | i. | Senior Expert Part-time (Five): 180 days per year for the | |

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| | engagement period | | |
| | A. For APC Office | | |
| | 1. | Agribusiness/ Value Chain Expert | 3 Points |
| | 2. | Agriculture Economist | 3 Points |
| | 3. | Institutional Strengthening & Capacity Building (IS&CB) Expert | 3 Points |
| | B. For ACS Office, Water Resources Department | | |
| | 4. | Water/ Hydrology Expert | 3 Points |
| | 5. | Design Expert | 3Points |
| | 3 Key-professional staff (Core Programme Team) Engaged Full time | | |
| | A. For APC Office (3 Nos) | | |
| | 6. | Program Implementation Consultant | 2 Points |
| | 7. | Technology and Data Consultant | 2 Points |
| | 8. | Policy Consultant | 2 Point |
| | B. For ACS Office, Water Resources Department (7+1) 8Nos | | |
| | 9 | Program Implementation Consultant | 2 Points |
| | 10 | Participatory Irrigation Management (PIM) Expert | 2 Points |
| | 11 | Technology and Data Consultant | 2 Points |
| | 12 | Data Analysts (Two) | 4 Points |
| | 13 | Policy Consultant | 2 Points |
| | 14 | Communication Professional | 2 Points |

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| | 15 | Monitoring & evaluation specialist | 2Points | |
| | 4 Sub-Key personnel (Young Professionals & Administrative & Assistance Staff), Engaged Full time. | | | |
| | Young Professionals: | | | |
| | 16. | Research Analyst: (Eight Nos), 02 Placed in office of the APC, Office and Six in ACS, WRD), (8X1Point each) | 8 Point | |
| | 17 | Administrative & Assistance Staff (Three) | | |
| | i | Admin Manager | 1 Point | |
| | ii | Office Assistant (Two) | 2 Point | |
| | | Total points for Criterion-3 | | 48 Points |
| | [The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following sub-criteria and relevant percentage weights] | | | |
| 5.2 (d.1) | Senior, Key & Sub Key professional staff and qualifications, competence & weightage | | | |
| | I. Senior Experts (Part Time) | | | |
| | A. For APC Office | | | |
| | 1. | Agribusiness/ Value Chain Expert | | 3 Points |
| | 1.1 | Educational Qualifications: Master's Degree from reputed National/ International Institution/ University | | 25% |
| | | i. Minimum qualification | 15% | |
| | | ii. Higher qualification | 25% | |
| | 1.2 | Adequacy of the assignment | | 75% |

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| | a. | 15 Years of Experience in Deep and demonstrable understanding and knowledge of Agribusiness and/or value chain is essential | 30% | |
| | | i. 15 to 20 Years of Experience | 20% | |
| | | ii. More than 20 Years of Experience | 30% | |
| | b. | At least 05 years of experience in consulting and implementing Central/ State Government. Deep and demonstrable understanding and knowledge of agribusiness and/or value chain is essential including working on private sector Agr-Investment Programs is preferred. | 30% | |
| | | i. 05 to 10 Years of Experience | 20% | |
| | | ii. More than 10 Years of Experience | 30% | |
| | c. | Experience in World Bank/ Donor/ Bi-lateral/ multi-lateral agencies for at least 2 Years in each project . | 10% | |
| | | i. One Project | 5% | |
| | | ii. More than one project | 10% | |
| | 1.3 | Awards, Felicitations if any at National/State Level. | 05% | |
| | | Total Weightage: | | 100% |
| | 2. | Agriculture Economist | | 3 Points |
| | 2.1 | Educational Qualifications: Ph.D in Economics with specialisation in Agriculture economics from reputed National/International Institution/ University. | 25% | |
| | | i. Minimum qualification | 15% | |
| | | ii. Higher qualification | 25% | |

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| | 2.2 | Adequacy of the assignment | | 75% | | |
| | a. | 15 Years of Experience in in policy research, policy formulation, evaluation. | | 30% | | |
| | | i. | 15 to 20 Years of Experience | 20% | | |
| | | ii. | More than 20 Years of Experience | 30% | | |
| | b. | At least 5 years of experience in policy research, policy formulation, evaluation and experience of working with Central/ State Government and multi-lateral organization in the area of economics, agriculture or environment. Should be experienced in economic modelling and price forecasting, along with the usage of statistical software and application of economic and econometric theories in context of agriculture. | | 30% | | |
| | | i. | 5 to 10 Years of Experience | 20% | | |
| | | ii. | More than 10 Years of Experience | 30% | | |
| | c. | Experience in World Bank/ Donor/ Bi-lateral/ multi-lateral agencies for at least 2 Years in each project | | 10% | | |
| | | i. | One Project | 05% | | |
| | | ii. | More than one project | 10% | | |
| | 2.3 | Awards, Felicitations if any at National/State Level. | | 05% | | |
| | | Total Weightage: | | | 100% | |
| | 3. | Institutional Strengthening & Capacity Building (IS&CB) Expert | | | 3 Points | |
| | 3.1 | Educational Qualifications: Master's in Business with specialisation in HR or Public Policy from reputed | | 25% | | |

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| | | National/International Institution/ University. | | |
| | | i. | Minimum qualification | 15% |
| | | ii. | Higher qualification | 25% |
| | 3.2 | Adequacy of the assignment | | 75% |
| | a. | 10 Years relevant experience in HR or Public Policy is essential for the proposed resource | | 30% |
| | | i | 10 to 15 Years of Experience | 20% |
| | | ii | More than 15 Years of Experience | 30% |
| | b. | At least 5 years' experience of undertaking functional review of government agencies, the expert will lead and manage the institutional capacity building across the agriculture and allied sector for Odisha. Develop the strategy for implementing human resource needs and planning for various related agencies and design methodologies that guide learning and capacity building meetings through the use of participatory techniques. Will also lead discussions and forge collaborations with leading institutions for achieving the objectives of IS&CB | | 30% |
| | | i | 5 to 10 Years of Experience | 20% |
| | | ii | More than 10 Years of Experience | 30% |
| | c. | Experience in World Bank/ Donor/ Bi-lateral/ multi-lateral agencies for at least 2 Years in each project | | 10% |
| | | i. | One Project | 05% |
| | | ii. | More than one project | 10% |
| | 3.3 | Awards, Felicitations if any at National/State Level. | | 5% |

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| | | Total Weightage: | | 100% |
| | | B. For ACS Office, Water Resources Department | | |
| | 4. | Water / Hydrology Expert | | 3 Points |
| | 4.1 | Educational Qualifications: Master's or equivalent Degree in Civil Engineering / Geology/ Hydrology / Environmental from reputed National/ International Institution/ University. | | 25% |
| | | i. | Minimum qualification | 15% |
| | | ii. | Higher qualification | 25% |
| | 4.2 | Adequacy of the assignment | | 75% |
| | a. | 10 years of experience of working with government agencies at the State of Central level. Prior experience of Odisha and providing inputs for policy formulation will be an added advantage. | | 30% |
| | | i | 10 to 15 Years of Experience | 20% |
| | | ii | More than 15 Years of Experience | 30% |
| | b. | Experience in research, develop and maintain safe and sustainable domestic or natural water management strategies for optimisation of quantity, quality and availability of water from various sources in the state. The person must possess the capability to work with specifically-designed computer modelling packages to assess the most effective methods of managing available water. Assist and plan responses to specific weather conditions, such as cyclones, droughts and floods, and assess the impacts of such events on farmers. | | 30% |
| | | i | One Project | 20% |

| | | | | | | |
|--|-----|--|--|-----|-----------------|--|
| | | ii | More Than one Projects | 30% | | |
| | c. | | Experience in World Bank/ Donor/ Bi-lateral/ multi-lateral agencies for at least 2 Years in each project | 10% | | |
| | | i | One Project | 5% | | |
| | | ii | More Than one Projects | 10% | | |
| | 4.3 | | Awards, Felicitations if any at National/State Level. | 5% | | |
| | | Total Weightage: | | | 100% | |
| | 5 | Design Expert Expert | | | 3 Points | |
| | 5.1 | | Educational Qualifications: Master's or Bachelor's degree in Civil Engineering with specialization in design of hydrological structures from reputed National/ International Institution/ University. | 30% | | |
| | | i | Minimum qualification | 20% | | |
| | | ii | Higher qualification | 30% | | |
| | 5.2 | Adequacy of the assignment | | | 70% | |
| | a. | 10 years' experience in the field of design of irrigation structures and systems. | | 35% | | |
| | | i | 10 to 15 Years of Experience | 25% | | |
| | | ii | More than 15 Years of Experience | 35% | | |
| | b | Experience in World Bank/ Donor/ Bi-lateral/ multi-lateral agencies for at least 2 Years in each project | | 30% | | |
| | | i | One Project | 20% | | |
| | | ii | More Than one Projects | 30% | | |

| | | | | |
|--|---|---|----------------------------------|-----------------|
| | 5.3 | Awards, Felicitations if any at National/State Level. | 5% | |
| | | Total Weightage: | | 100% |
| | II. Core Programme Team (Ten Nos.) Full time | | | |
| | A. For APC Office | | | |
| | 6. | Program Implementation Consultant | | 2 Points |
| | 6.1 | Educational Qualifications: Master's Degree in Public Policy/ Administration or undergraduate degree from reputed National/International Institution/ University. | | 40% |
| | | i. | Minimum qualification | 25% |
| | | ii. | Higher qualification | 40% |
| | 6.2 | Adequacy of the assignment | | 60% |
| | a. | 10 years of experience in monitoring and evaluation of programs. | | 30% |
| | | i. | 5 to 10 Years of Experience | 20% |
| | | ii. | More than 10 Years of Experience | 30% |
| | b. | At-least 10 years of experience in implementing State Government initiatives in multilateral project and agriculture sector. | | 20% |
| | | i. | One Project | 10% |
| | | ii. | More than one project | 20% |
| | c. | Experience in World Bank/ Donor/ Bi-lateral/ multi-lateral agencies for at least 2 Years. | | 10% |
| | | Total Weightage: | | 100% |

| | | | | |
|--|-----------|--|------------------------------|-----------------|
| | 7. | Technology and Data Consultant | | 2 Points |
| | 7.1 | Educational Qualifications: Master's degree in Engineering/ Computer Applications/Computer Science or any other related fields from reputed National/ International Institution/ University. | | 40% |
| | | i. | Minimum qualification | 30% |
| | | ii. | Higher qualification | 40% |
| | 7.2 | Adequacy of the assignment | | 60% |
| | a. | 5 years of experience in data management technology in modern data management systems, working experience in MIS. | | 40% |
| | | i. | 5 to 10 Years of Experience | 20% |
| | | ii. | Above 10 Years of Experience | 40% |
| | b. | At least 2 years of experience in implementing large scale technology system. | | 20% |
| | | Total Weightage: | | 100% |
| | 8. | Policy Consultant | | 2 Points |
| | 8.1 | Educational Qualifications: Master's in Economics or any of the Social Sciences from reputed National/International Institution/ University. | | 30% |
| | | i. | Minimum qualification | 20% |
| | | ii. | Higher qualification | 30% |
| | 8.2 | Adequacy of the assignment | | 60% |
| | a. | 10 years' experience in Policy Research, policy formulation, evaluation and working with Central/ | | 40% |

| | | | | |
|--|-----------|--|----------------|--|
| | | State Government and multilateral organization in the area of economics, agriculture or environment. | | |
| | | i. 10 to 15 Years of Experience | 20% | |
| | | ii. Above 15 Years of Experience | 40% | |
| | b. | At least 5 years of experience in policy research, policy formulation, evaluation. | 20% | |
| | 8.3. | At least 5 years working with Central/ State Government and multi-lateral organization in the area of either economics or Social Science. | 10% | |
| | | Total Weightage: | 100% | |
| | | B. For ACS Office, Water Resources Department, WRD | | |
| | 9. | Program Implementation Consultant: Designated as Team Leader (TL) | 2 Point | |
| | 9.1 | Educational Qualifications: Master's Degree in Public Policy/ Administration or Undergraduate degree or from reputed National/International Institution/ University. | 30% | |
| | | i. Minimum qualification | 20% | |
| | | ii. Higher qualification | 30% | |
| | 9.2 | Adequacy of the assignment | 70% | |
| | a. | 15 years of post-qualification experience in state government initiatives in multilateral project. | 35% | |
| | | i. 15 to 20 Years of Experience | 25% | |
| | | ii. Above 20 Years of Experience | 35% | |
| | b. | 5 years of experience in implementing State Government initiatives in multilateral project and | 20% | |

| | | | | |
|--|------------|--|-----|----------------|
| | | experience of monitoring and evaluation of programs is essential. | | |
| | | i. Two projects | 15% | |
| | | ii. More than two projects | 20% | |
| | c. | The Team Leader needs to have prior experience in managing teams of 10 -12 members, located for support to government agencies. | 15% | |
| | | i. One projects | 10% | |
| | | ii. More than one projects | 15% | |
| | | Total Weightage: | | 100% |
| | 10. | Participatory Irrigation Management (PIM) Expert | | 2 Point |
| | 10.1 | Educational Qualifications: Minimum of Master level from reputed National/International Institution/ University. | | 30% |
| | | i. Minimum qualification | 20% | |
| | | ii. Higher qualification | 30% | |
| | 10.2 | Adequacy of the assignment | | 70% |
| | a. | Provide technical inputs relating mainly to proposed improvements at the on-farm water management level through the participatory process. Specific attention will be given to consulting closely with water user groups, farmers and institutionalisation of the Pani Panchayats (PPs). | | 35% |
| | | i. One Project | 25% | |
| | | ii. More than One Project | 35% | |
| | b. | Suitable strategies and programmes for building the | | 25% |

| | | | | | | |
|--|------------|--|------------------------------|------------|----------------|--|
| | | capacity of PPs will be formulated by closely working with the PP. The specialist will assess current practices and recommend water saving practices, ensure improved land management and energy consumption and water productivity. The specialist will introduce high efficiency irrigation systems, sustainable operation and maintenance (O&M) and improved land and water management practices amongst PPs. | | | | |
| | | i. | One projects | 15% | | |
| | | ii. | More than one projects | 25% | | |
| | c. | At least 2 years of experience in implementing large scale technology system | | 10% | | |
| | | Total Weightage: | | | 100% | |
| | 11. | Technology and Data Consultant | | | 2 Point | |
| | 11.1 | Educational Qualifications: Master's Degree in Engineering/ Computer Applications/Computer Science or any other related fields from reputed National/International Institution/ University | | | 30% | |
| | | i. | Minimum qualification | 20% | | |
| | | ii. | Higher qualification | 30% | | |
| | 11.2 | Adequacy of the assignment | | | 70% | |
| | a. | 5 years of experience of citizen-facing (or G2C) programs, particularly in service delivery and data analytics for planning and policy, is essential | | 35% | | |
| | | i. | 5 to 10 Years of Experience | 25% | | |
| | | ii. | Above 10 Years of Experience | 35% | | |

| | | | | |
|--|------------|---|------------|----------------|
| | b. | 2 years of experience in implementing technology systems and programs for government agencies. Experience of citizen-facing (or G2C) programs, | 25% | |
| | | i. 2 to 5 Years of Experience | 15% | |
| | | ii. Above 5 Years of Experience | 25% | |
| | c. | At least 2 years of experience in implementing large scale technology system. | 10% | |
| | | Total Weightage: | | 100% |
| | 12. | Data Analysts (Two), 2X2 points each | | 4 Point |
| | 12.1 | Educational Qualifications: Master's Degree in Data Analytics/ Statistics/ Economics or any other related fields from reputed National/International Institution/ University, | | 30% |
| | | i. Minimum qualification | 20% | |
| | | ii. Higher qualification | 30% | |
| | 12.2 | Adequacy of the assignment | | 70% |
| | a. | 5 years of in supporting projects and programs for Government Departments and agencies. | 35% | |
| | | i. 5 to 10 Years of Experience | 25% | |
| | | ii. Above 10 Years of Experience | 35% | |
| | b. | At least 2 years of experience in supporting projects and programs for Government Departments and agencies. | 25% | |
| | | i. 2 to 5 Years of Experience | 15% | |
| | | ii. Above 5 Years of Experience | 25% | |

| | | | | |
|--|------------|--|------------------------------|----------------|
| | c. | At least 2 years of experience in implementing large scale technology system. | 10% | |
| | | Total Weightage: | | 100% |
| | 13. | Policy Consultant | | 2 Point |
| | 13.1 | Educational Qualifications: Master's or Bachelor Degree in Economics or any of the Social Sciences from reputed National/ International Institution/ University, | | 30% |
| | | i. | Minimum qualification | 20% |
| | | ii. | Higher qualification | 30% |
| | 13.2 | Adequacy of the assignment | | 70% |
| | a. | 5 years of experience working with Central/ State Government and multilateral organization in the area of economics, agriculture or environment. | | 35% |
| | | i. | 5 to 10 Years of Experience | 25% |
| | | ii. | Above 10 Years of Experience | 35% |
| | b. | At Least 2 years of experience in policy research, policy formulation, evaluation and working with Central/ State Government | | 25% |
| | | i. | 2 to 5 Years of Experience | 15% |
| | | ii. | Above 5 Years of Experience | 25% |
| | c. | At least 2 years of experience in implementing large scale technology system. | | 10% |
| | | Total Weightage: | | 100% |
| | 14. | Communication Professional | | 2 Point |

| | | | | | |
|--|-----------|---|------------------------------|-----------------|--|
| | 14.1 | Educational Qualifications: Bachelor's degree from reputed National/International Institution/ University in Mass Communications | | 30% | |
| | | i. | Minimum qualification | 20% | |
| | | ii. | Higher qualification | 30% | |
| | 14.2 | Adequacy of the assignment | | 70% | |
| | a. | Minimum 10 years of experience in government to people communications in large projects is essential and must have working knowledge of digital and social media | | 35% | |
| | | i. | 5 to 10 Years of Experience | 25% | |
| | | ii. | Above 10 Years of Experience | 35% | |
| | b. | Excellent command in writing in English and Odia is preferred (must be able to work with a translator). Must be able to design and implement communication tasks through specialist vendors and possess skills for independently taking up documentation and reporting, coordination, planning and problem solving through communication. | | 25% | |
| | | i. | One Project | 15% | |
| | | ii. | More than One Projects | 25% | |
| | c. | At least 2 years of experience in implementing large scale technology system. | | 10% | |
| | | Total Weightage: | | 100% | |
| | 15 | Monitoring & Evaluation Specialist | | 2 Points | |
| | 15.1 | Educational Qualifications: Master's Degree in Statistics, | | 40% | |

| | | | | |
|--|------|--|-----------------------------|----------------|
| | | Economics or related field from reputed National/ International Institution/ University. | | |
| | | i. | Minimum qualification | 30% |
| | | ii. | Higher qualification | 40% |
| | 15.2 | Adequacy of the assignment | | 60% |
| | a. | Experience in develop and strengthen monitoring, inspection and evaluation procedures for concurrent monitoring of activities, expenditures and progress in ongoing projects and schemes of WRD. | | 40% |
| | | i. | 5 to 8 Years of Experience | 30% |
| | | ii. | Above 8 Years of Experience | 40% |
| | b. | Experience in develop and strengthen monitoring, inspection and evaluation procedures for concurrent monitoring of activities, expenditures and progress in ongoing projects and schemes of WRD. | | 20% |
| | | Total Weightage: | | 100% |
| | 3. | Young Professionals: 8 Nos (Two in the APC office and Six in ACS, WRD's Office), Each 1Point total 8Points. Full time | | |
| | 16. | Research and Analysis: (8 Nos. X 1 point each) | | 8 Point |
| | 16.1 | Educational Qualifications: Bachelor's degree in Social Science from reputed National/ International Institution/ University. | | 40% |
| | | i. | Minimum qualification | 20% |
| | | ii. | Higher qualification | 40% |
| | 16.2 | Adequacy of the assignment | | 60% |
| | a. | Minimum 2 years of experience in data analysis in | | 30% |

| | | | | | | |
|--|------------|---|------------------------------|-----|----------------|--|
| | | Social or Agriculture sectors. | | | | |
| | | i. | 2 to 5 Years of Experience | 20% | | |
| | | ii. | Above 5 Years of Experience | 30% | | |
| | b. | Knowledge and experience of web applications will be considered an added advantage | | 30% | | |
| | | i. | Two projects | 20% | | |
| | | ii. | More than two projects | 30% | | |
| | | Total Weightage: | | | 100% | |
| | 17. | Admin Manager | | | 1 Point | |
| | 17.1 | Educational Qualifications: Bachelor's degree from reputed National/ International Institution/ University, | | | 30% | |
| | | i. | Minimum qualification | 20% | | |
| | | ii. | Higher qualification | 30% | | |
| | 17.2 | Adequacy of the assignment | | | 70% | |
| | a. | 5 years of post-qualification in running offices of donor funded projects at state level or managing the office of PMUs. Excellent knowledge of MS office including preparing presentations and making layouts for reports and other related software is essential. Coordination skills for multiple government offices will be required. | | 40% | | |
| | | i. | 5 to 10 Years of Experience | 20% | | |
| | | ii. | Above 10 Years of Experience | 40% | | |
| | b. | At-least 2 years of experience in managing teams of | | 30% | | |

| | | | | |
|----------------|--|---|------------|-----------------|
| | | 10 or more members in State Government offices/ donor funded projects at State Level PMUs. | | |
| | | i. One project | 20% | |
| | | ii. More than One project | 30% | |
| | | Total Weightage: | | 100% |
| | 18 | Office Assistant (Two); (2X1 Point each) | | 2point |
| | 18.1 | Educational Qualifications: Bachelor's or diploma/ degree from reputed National/International Institution University in any field | | 30% |
| | | i. Minimum qualification | 20% | |
| | | ii. Higher qualification | 30% | |
| | 18.2 | Adequacy of the assignment | | 70% |
| | | a. Minimum 2 years of experience in provide secretarial and office support services. | 40% | |
| | | i. 2 to 5 Years of Experience | 20% | |
| | | ii. Above 5 Years of Experience | 40% | |
| | | b. 2 years of experience in MS office, including virtual meeting platforms, logistic support and electronic file management. | 30% | |
| | | i. One project | 20% | |
| | | ii. More than One project | 30% | |
| | | Total Weightage: | | 100% |
| 5.2 (e) | Criterion - 4: Prior experience in similar activities in Odisha and transfer of Knowledge | | | 6 points |

| | | |
|----------------|---|--|
| a | Prior experience in discharging/ taking up similar Strategic Support Team in any other State Govt/ donor funded projects in Odisha to be detailed with period of task (one-year or more)/ similar works in Odisha. Number of key-experts involved (10 or more)/ qualification of the experts (Degree or more). | 75% |
| | i. Each such Projects will carry 1.50Points. | 4.50 |
| b | Transfer of Knowledge | 1.50 25% |
| 5.2 (f) | Total points for the Four Criteria s: | 80 Points |
| 5.2 (g) | The minimum technical score required to Qualify: | 64 Points |
| 5.3 | The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.80 and P = 0.20 | |
| 6.1 | Important Dates to Remember: | |
| a. | Date of approval of RFP | 12th August, 2022 |
| b. | Date of issue of RFP to shortlisted agencies | 12th August, 2022 |
| c. | Date of Pre-Proposal conference | 22nd August, 2022 at 11.00AM |
| d. | Last date for Clarifications sought for if any | 20th August, 2022 by 5.00PM |
| e. | Last date for submission of proposals | 12th September, 2022 by 3.00PM |
| f. | Public Opening of the Technical proposals | 12th September, 2022 by 3.30PM |
| g. | Public Opening of the Financial proposals | To be intimated later |
| h. | Expected date for contract negotiations: | To be intimated later |
| i. | Expected date for commencement of | To be intimated later |

| | | |
|---|---|---------------------------|
| | service | |
| 6.2 | Additional Documents to be Submitted along with the RFP: | |
| a. | One Soft Copy of the RFP (Only the Technical Proposal) | in PDF format only |
| <p>*# Note: Attach self-attested documents related to qualification and experience certificate is compulsory, otherwise technical evaluation will not be done.</p> <p>*# Note: Affidavit from candidates to join if selected for the consultancy.</p> | | |

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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

Refer to Paragraph **6.1** of the Data Sheet for format of Technical Proposal to be submitted, and paragraph **3.4** of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Work Schedule and Planning for Deliverables
- TECH-6 Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Code of Conduct (ESHS)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Project Director, OCTDMS,
Dept. of Water Resources, Govt. of Odisha
7th Floor, Rajiv Bhawan.
Bhubaneswar-751001

Dear Sir,

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

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*]¹ as a Joint Venture confirming joint and several liability or as sub-consultants (*strike out whichever is inapplicable*).

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference **1.5** of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference **6.1 (i)** of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [*Delete in case no association is foreseen.*]

A - Consultant's Organization

1. *[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment].*
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

Use not more than 20 pages.]

| | |
|--|---|
| Assignment name: | Approx. value of the contract (in current INR or US\$ or Euro): |
| Country: Location within country: | Duration of assignment (months): |
| Name of Client: | Total N ^o of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in current US\$ or Euro): |
| Start date (month/year): Completion date (month/year): | N ^o of professional staff-months provided by associated Consultants: |
| Name of associated Consultants, if any: | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |

Firm's Name: _____

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

**FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

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

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

- a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
- b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3H.*
- c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLE

| 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) delivery of final report to Client} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| D-2 | {e.g., Deliverable #2:.....} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

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 | | | | | | | | | | | | | | |
| | | | | | | | | | | | Sub total | | | |
| 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.

Full time input 

Part time input 

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*]:
From [Year]: _____ To [Year]: _____
Employer: _____
Positions held: _____

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

*[Signature of staff member or authorized representative
of the staff]*

Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7 (FOR FULL TECHNICAL PROPOSAL ONLY)

[Note to Client: include this requirement for supervision of civil works contracts.]

Code of Conduct Environmental, Social, Health and Safety (ESHS)

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Term of Reference **described in Section 7**

The Consultant shall submit an outline of how the Code of Conduct will be implemented.

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Local Currency Costs Including Reimbursable

FIN-4 Breakdown of Foreign Currency Costs Including Reimbursable

FIN-5 Reimbursable expenses

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Project Director, OCTDMS
 Dept. of Water Resources,
 7th Floor, Rajiv Bhawan,
 Bhubaneswar -751 022

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. The amount of the local taxes, as identified/estimated is shown in the summary separately.

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 Paragraph Reference **1.5** of the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988."

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in **Form FIN-2**.
- 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2: SUMMARY OF COSTS

| Item | Costs | | | |
|---|--|--|--|--------------------------------------|
| | <i>[Indicate Foreign Currency # 1]¹</i> | <i>[Indicate Foreign Currency # 2]¹</i> | <i>[Indicate Foreign Currency # 3]¹</i> | <i>[Indicate Local Currency]</i> |
| Total Costs of Financial Proposal (nett of indirect taxes) ² | | | | |
| Indirect taxes and duties payable in India as defined in clause 1.10.2 of SCC | | | | |
| Consultancy service tax payable in India | | | | |
| GRAND TOTAL (INCLUSIVE OF TAXES) | | | | |

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local indirect taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms **FIN-3** provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

| Group of Activities (Phase):² _____ | Description:³ _____ | | | |
|--|--|--|--|--------------------------------------|
| Cost component | Costs | | | |
| | <i>[Indicate Foreign Currency # 1]⁴</i> | <i>[Indicate Foreign Currency # 2]⁴</i> | <i>[Indicate Foreign Currency # 3]⁴</i> | <i>[Indicate Local Currency]</i> |
| Remuneration ⁵ | | | | |
| Reimbursable Expenses ⁵ | | | | |
| Subtotals (nett of indirect taxes) | | | | |
| Indirect taxes and duties payable in India as defined in clause 1.10.2 of SCC | | | | |
| Consultancy service tax payable in India | | | | |
| Subtotals (inclusive of indirect taxes) | | | | |

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate

Form **FIN-3** for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms **FIN-3** provided must coincide with the Total Costs of Financial Proposal indicated in Form **FIN-2**.

- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form **TECH-8**.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form **FIN-2**.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms **FIN-4**, and **FIN-5**.

Form FIN-4: Breakdown of Remuneration¹ (Lump-Sum)

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

| Name ² | Position ³ | Staff-month Rate ⁴ |
|----------------------|-----------------------|-------------------------------|
| Foreign Staff | | |
| | | [Home] [Field] |
| | | |
| | | |
| | | |
| | | |
| Local Staff | | |
| | | [Home] [Field] |
| | | |
| | | |
| | | |
| | | |
| | | |

1 Form **FIN-4** shall be filled in for the same Professional and Support Staff listed in Form **TECH-7**.

- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form **TECH-5**.
- 4 Indicate separately staff-month rate and currency for home and field work

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

| No. | Description ¹ | Unit | Quantity | Unit Cost ² | Amount in Rs. | Remarks |
|-----|-------------------------------------|------|----------|------------------------|------------------|---------|
| | Per diem allowances | Day | | | | |
| | Local transportation costs | | | | | |
| | Office rent, clerical assistance | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

1 Indicate unit cost and currency.

2 Add any items required

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): _____[list country/countries following approval by the Bank to apply the restriction *or* state "none"]

Under the ITC 6.3.2 (b): _____[list country/countries *or* indicate "none"]

SECTION: 6. FRAUD AND CORRUPTION

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:

- (a) 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
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service 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. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution 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 at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;² (ii) to be a nominated³ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm

² For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

³ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁴ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

⁴ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

SECTION - 7

SELECTION OF CONSULTANT

QCBS (Time Based)

**Terms of Reference for
ENGAGEMENT OF STRATEGIC SUPPORT TEAM IN THE OFFICE OF APC, ODISHA
AND THE ADDITIONAL CHIEF SECRETARY, WATER RESOURCES
UNDER OIIPCRA PROJECT**

Terms of Reference

1. Project Background

1.1. The Department of Water Resources, Government of Odisha (GoO) is implementing “Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCRA)” with the support of the World Bank. The Project development objective is “to intensify and diversify agriculture production, enhance climate resilience and improve water productivity in selected cascades of Odisha”. The project’s focus is on small and marginal farmers, Pani Panchayats (PPs), Farmer Producer Organizations/ Farmer Producer Companies (FPOs / FPCs), Primary Fisher’s Cooperatives (PFCs) and agricultural entrepreneurs, including women and vulnerable groups.

1.2. The project has four components, i.e., Component 1: Climate-smart intensification and diversification of production; Component 2: Improving access to irrigation and water productivity; Component 3: Institutional capacity strengthening and Component 4: Project management.

1.3. The objective of Component 3 is to improve overall capacity of GoO for interdepartmental planning, coordination and implementation of cross-sectoral programs in the agriculture and water resource sectors with the view of strengthening farmers’ capacity to adopt to climate change. In this respect, a Strategic Support Team (SST) will assist the Agriculture Production Commissioner (APC) and the Additional Chief Secretary, Water Resources (ACS, WR) for improving planning and convergence, coordination, oversight, monitoring, analytics, policy formulation, and partnerships building. Besides ensuring better OIIPCRA outcomes, strengthened offices of the APC and ACS, WR would help guide the state’s long and short-term vision for water and Agriculture & Allied (A&A) sector development and adaptation/mitigation of climate change, build the state’s capability to deliver programs, and help forge strategic long-term partnerships for improved performance of relevant sectors.

2. Strategic Support Team (SST):

It is proposed to engage an agency of repute, working in A&A and water sectors to provide the SST and undertake various tasks to achieve the aforesaid objective and as detailed in the scope of work section listed in following section. The SST to be housed and reporting to APC and ACS, WR will provide inputs required by

GoO for implementation of various policies or ongoing programs/schemes in both the sectors.

3. Need for Engagement of an Agency

3.1. This ToR envisages two secretariats: in the office of the APC and ACS,WR for the purposes of improving planning and convergence, coordination, oversight, monitoring, analytics, policy formulation, and partnerships building among various departments, technology providers, academic institutions, international agencies and other stakeholders as may be required. The setting up of these secretariats is critical for achievement of OIIPCRA objectives as well as delivery of the 5T agenda of the GoO - Technology, Teamwork, Transparency, Time and Transformation. This SST would be a strategy and knowledge driven team and not merely a PMU.

3.2. The broad strategic outcomes for the engagement of the SST will be:

3.2.1. Intensify and diversify agricultural production, and enhance climate resilience, through improvement of climate resilient and sustainable agriculture practices by farmers through food systems approach and integrated farming methods

3.2.2. Achievement of optimum water sustainability by rigorous and continued monitoring based on engineering and data backed mechanisms and technological innovations.

3.2.3. Track increase in farmers' income from agriculture and allied sectors and develop road map for its accelerated and uniformity across the state and farmers' communities. This will be achieved through planning and promoting diversification of the agricultural production basket to high-value products such as vegetables, higher monetisation of its cereal produce and higher income from livestock farming. Diversification implies both horizontal (area expansion) and vertical (value addition and agro-processing)

3.2.4. Achieve better efficiency of budgetary spend of GoO on A&A and water sectors.

3.3. Overall, the SST team will work with several departments of GoO, including but not limited to, departments such as Agriculture & FE, Water Resources, F&ARD, Cooperation, Panchayati Raj & Drinking Water, Rural Development, on a regular and all other departments as per requirement.

4. Engagement Period The agency will be engaged for a period of **3 (three)** years from **August, 2022** and may be extended to be co-terminus with OIIPCRA project.

5. Scope of Work:

5.1. The SST will work overall at the state level and support the following:

5.1.1. Developing a decision support system (technology enabled) for improved oversight & monitoring to enable evidence backed decisions across key schemes and initiatives of the departments. Work on developing systems on price forecasting, capacity building, digitization, analytics-based planning, etc.

5.1.2. Undertake functional reviews of the departments, directorates including district, division and field offices, as may be required.

5.1.3. Prepare a comprehensive capacity building plan for the officers addressing identified gaps and aligned to emerging needs of GoO, particularly for planning and concurrent monitoring of projects and schemes.

5.1.4. Identification, setup and engage with Advisory Group comprising of eminent experts to provide external perspective for advocacy and policy change.

5.1.5. Improvement in implementation and delivery of schemes/services to rural masses by GoO through improved planning, coordination and convergence among the 5 departments.

5.1.6. Ensuring full and effective utilization of the budgets through facilitating ideas, concepts and work on creating a shelf of projects for financing under state budgets and other sources.

5.2. Specifically for the APC office, the SST will:

5.2.1. Assess the current status of implementation of Samrudhi- Agriculture Policy, 2020 and develop a roadmap for its effective implementation.

5.2.2. Design strategy for institutional re-organisation and inter-departmental coordination for better functioning and ensuring that the roles of various departments and institutions evolve with the changing realities and modernisation, especially with the recent focus on increasing the income of the farmers.

5.2.3. Improved partnerships with organizations (e.g., ICAR, CGIAR centres) working on projects whose scope is broader than any of the individual departments.

5.2.4. Design mechanism to ensure smooth coordination between departments in order to enable better and fast decision-making process.

5.2.5. Mainstream climate resilience and disaster-proofing of agriculture in Odisha.

5.2.6. Enabling knowledge sharing through facilitating exposure visits of officials of the Department within India and overseas for best practices.

5.2.7. Provide necessary support to the department of A& FE in implementation of OPIICRA projects.

5.2.8. Discharge any other responsibility to be assigned by the APC.

5.3. For Water Resources Department:

5.3.1. Design and oversee appropriate mechanisms for planning, monitoring and concurrent evaluation of ongoing programs, projects and schemes.

5.3.2. Establish a performance management mechanism for the officers to ensure the available Human Resource (HR) is managed and groomed efficiently.

5.3.3. Prepare a comprehensive capacity building plan for the officers addressing identified gaps and aligned to emerging needs of GoO, particularly for planning and concurrent monitoring of projects and schemes.

5.3.4. Identify and facilitate partnership with leading technical and knowledge partners for sourcing technical and operation knowledge, as well for identifying and assigning departmental staff for capacity enhancement based on capacity building plan.

5.3.5. Designing & oversee implementation of plan for climate resilient water use to increase the productivity and sustainability of crops.

5.3.6. Enabling knowledge sharing through exposure visits of officials of the Department within India and overseas for best practices in order to inform evolving policies and new projects.

5.3.7. Prepare scheme briefs, media briefs, social media content and support in documentation of scheme, success stories, case studies, thematic materials, annual reports, newsletters, periodicals etc.

5.3.8. Support SPMU, OCTDMS in implementation of OIIPCRA.

5.3.9. Discharge any other responsibility to be assigned by the ACS, WR.

6. Eligibility of bidders (Compulsory)

| Sl | Eligibility Criteria | Supportive Documents |
|----|---|--|
| 1 | Should be a Company/ LLP/ Foundation / NGO registered in India with a track record of providing consulting/ advisory services for at least 5 years as on March 31, 2022 | Registration/incorporation certificate |
| 2 | An average turnover of minimum INR 30 crore during last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21) | Certificate from statutory auditor/ audited financial statements for the three financial years |
| 3 | Experience of working on minimum three (3) assignments to deploy high level teams with Central/ State Government agencies in India | Work order/ copy of agreement/ completion certificate |
| 4 | Worked on at least two of the following domains at Central/State level in India: i. A&A sectors ii. Water Resources/ irrigation iii. Climate change/ environment | Work order/ copy of agreement/ completion certificate |
| 5 | Past experience preferably in the A&A | Work order/ copy of |

| | |
|---|-----------------------------------|
| and water sectors and with a multilateral organization in the last 2 years | agreement/ completion certificate |
| <p>Note: Consortiums/Joint Venture is allowed with maximum number of partners not exceeding three. Eligibility criteria may be jointly fulfilled by all partners</p> | |

7. Team Members: The SST will be multi-disciplinary and comprise of resources in following categories with relevant experience mentioned against each:

7.1. Senior Part-time Experts (Five): These high-level resources are expected to work for about **180** days per year for the engagement period, including being physically present in Bhubaneswar in a planned manner and/ or participate virtually in meetings whenever required.

7.2. For o/o APC

7.2.1. Agribusiness/ Value Chain Expert: Master's Degree from reputed National/International Institution/ University, with minimum 15 years of experience out of which at least 5 years for Central/ State Government initiatives. Deep and demonstrable understanding and knowledge of agribusiness and/or value chain is essential. Past experience of policy level work, including working on private sector agri-investment programs, is preferred.

7.2.2. Agriculture Economist: PhD in Economics with specialisation in agriculture economics from reputed National / International University, with minimum 15 years of experience and at least 5 years of experience in policy research, policy formulation, evaluation and with experience of working with Central/ State Government and multi-lateral organization in the area of economics, agriculture or environment. Should be experienced in economic modelling and price forecasting, along with the usage of statistical software and application of economic and econometric theories in context of agriculture.

7.2.3. Institutional Strengthening & Capacity Building (IS&CB) Expert: With experience of undertaking functional review of government agencies, the expert will lead and manage the institutional capacity building across the agriculture and

allied sector for Odisha. Develop the strategy for implementing human resource needs and planning for various related agencies and design methodologies that guide learning and capacity building meetings through the use of participatory techniques. Will also lead discussions and forge collaborations with leading institutions for achieving the objectives of IS&CB. Master's in Public Policy, Public Administration or social sciences with at least 10 years of relevant and proven experience is essential for the proposed resource.

7.3. **For o/o ACS, WR**

7.3.1. **Water/ Hydrology Expert:** To undertake research, develop and maintain safe and sustainable domestic or natural water management strategies for optimisation of quantity, quality and availability of water from various sources in the state. The person must possess the capability to work with specifically-designed computer modelling packages to assess the most effective methods of managing available water. Assist and plan responses to specific weather conditions, such as cyclones, droughts and floods, and assess the impacts of such events on farmers. Minimum Masters or equivalent degree in civil engineering/ geology/ hydrology/ environmental sciences with at least 10 years of experience of working with government agencies at the State or Central level will be an added advantage.

7.3.2. **Design Expert:** The candidate must have a Masters or Bachelors' degree in Civil Engineering with specialisation in design of hydrological structures and having experience of at least 10 years in the field of design of irrigation structures and systems. The engagement of the Design Expert is expected to be more intensive, in the initial phase of 12 to 18 months, leading to the completion of designs.

7.4. **Core Programme team (Ten):** The members of this team will be engaged full time, based in Bhubaneswar in two secretariats located in the offices as stated earlier in this document, and will have the following role, responsibilities and qualifications:

7.4.1. **For o/o the APC**

7.4.1.1. **Program Implementation Consultant:** Master's Degree in Public Policy/Administration or Undergraduate degree from reputed National/International Institution/ University, with minimum 10 years of

experience of which at-least 10 years of experience in implementing State Government initiatives in multilateral project and experience of monitoring and evaluation of programs is essential.

7.4.1.2. **Technology and Data Consultant (One):** Master's degree in Engineering/ Computer Applications/Computer Science or any other related fields from reputed National/International Institution/ University, with minimum 5 years of experience with at least 2 years of experience in implementing large scale technology system

7.4.1.3. **Policy Consultant:** Master's in Economics or any of the Social Sciences from reputed National/International Institution/ University, with minimum 10 years of experience and at least 5 years of experience in policy research, policy formulation, evaluation and working with Central/ State Government and multilateral organization in the area of economics, agriculture or environment

7.4.2. **For o/o ACS, WR**

7.4.2.1. **Program Implementation Consultant:** Designated as Team Leader (TL), the resource will be a Master's Degree in Public Policy/Administration or from reputed National/International Institution/ University, with minimum 15 years of experience with at least 5 years of experience in implementing State Government initiatives in multilateral project and experience of monitoring and evaluation of programs is essential. The TL needs to have prior experience in managing teams of 10 -12 members, located for support to government agencies.

7.4.2.2. **Participatory Irrigation Management (PIM) Expert** - will provide technical inputs relating mainly to proposed improvements at the on-farm water management level through the participatory process. Specific attention will be given to consulting closely with water user groups, farmers and institutionalisation of the Pani Panchayats (PPs). Suitable strategies and programmes for building the capacity of PPs will be formulated by closely working with the PP setup in WRD. The specialist will assess current practices and recommend water saving practices, ensure improved land management and energy consumption and water productivity. The specialist will introduce high efficiency irrigation systems, sustainable operation and maintenance (O&M) and improved land and water management practices amongst PPs. Minimum of Master level educational qualification.

7.4.2.3. Technology and Data Consultant: Master's Degree in Engineering/Computer Applications/Computer Science or any other related fields from reputed National/International Institution/ University, with minimum 5 years of experience with at least 2 years of experience in implementing technology systems and programs for government agencies. Experience of citizen-facing (or G2C) programs, particularly in service delivery and data analytics for planning and policy, is essential.

7.4.2.4. Data Analysts (Two): Master's Degree in Data Analytics/ Statistics/ Economics or any other related fields from reputed National/International Institution/ University, with minimum 5 years of experience with at least 2 years of experience in supporting projects and programs for Government Departments and agencies.

7.4.2.5. Policy Consultant: Master's or Bachelor Degree in Economics or any of the Social Sciences from reputed National/ International Institution/ University, with minimum 5 years of experience and at least 2 years of experience in policy research, policy formulation, evaluation and working with Central/ State Government and multilateral organization in the area of economics, agriculture or environment.

7.4.2.6. Communication Professional: Bachelor's degree from reputed National/International Institution/ University in Mass Communications with minimum 10 years of experience. Prior experience in government to people communications in large projects is essential and must have working knowledge of digital and social media. Excellent command in writing in English and Odia is preferred (must be able to work with a translator). Must be able to design and implement communication tasks through specialist vendors and possess skills for independently taking up documentation and reporting, coordination, planning and problem solving through communication.

7.4.2.7. Monitoring & Evaluation Specialist: Will develop and strengthen monitoring, inspection and evaluation procedures for concurrent monitoring of activities, expenditures and progress in ongoing projects and schemes of department of WR. Set in place a system to evaluate overall progress on achievement of results and results recommending midcourse changes wherever necessary. Support monitoring and evaluation of the effects and impact of

initiatives of department of WR and assist in coordinating across the available components to ensure effective implementation of M&E/MIS with effective M&E tools. The candidate must have a university degree preferably in statistics, economics or related field with experience of at least 5 years in the design and implementation of M&E for Government's development projects. Experience in designing tools and strategies for data collection, analysis and production of reports with proven MIS skills, especially in the development of MIS software using database software.

7.4.3. **Young Professionals (Eight):** Two placed in offices of the APC and six in ACS, WR. They will assist the above two categories of personnel and are expected to possess skills for undertaking research & analysis. They must have a Bachelor's degree from reputed National/ International Institution/ University in any social sciences, with minimum 2 years of experience in data analysis in social or agriculture sectors. Knowledge and experience of web applications will be considered an added advantage. These are full time positions.

7.4.4. **Administrative & Assistance Staff (Three):** Will be a shared resource, engaged on full time basis at Bhubaneswar between the two secretariats and are as follows:

7.4.4.1. **Admin Manager:** Bachelor's degree from reputed National/International Institution/ University in any field, with minimum 5 years of experience in running offices of donor funded projects at state level or managing the office of PMUs with more than 10 members. Excellent knowledge of MS office, including preparing presentations and making layouts for reports and other related software is essential. Coordination skills for multiple government offices will be required. The person will be responsible for both the secretariats. He will be located in the o/o the ACS, WR.

7.4.4.2. **Office Assistants (Two):** Bachelor's or diploma/ degree from reputed National/International Institution University in any field, with minimum 2 years of experience in provide secretarial and office support services. With knowledge of MS office, including virtual meeting platforms, logistic support and electronic file management. They will be located in the o/o the ACS, WR.

7.4.5. All are expected to undertake tours within Odisha and outside, as may be required.

8.Communication address: The Expression of Interest to be submitted by speed post/ Courier to g address:

Project Director, OIIPCRA

7th Floor, Rajiv Bhawan

Bhubaneswar 751001

Ph: 0674-2512421 / email: spuoiipcra.od@gov.in

***# Note: Eligibility Criteria of firms, (Clause No: 6): Attach self-attested all related documents from Sl. No-01 to 05 is compulsory, otherwise technical evaluation will not be done.**

* * * * *

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 Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1 on Fraud and Corruption 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: Odisha Integrated Irrigation Project for Climate Resilient
Agriculture (OIIPCRA)

[Loan/Credit/Grant] No: P163533

Assignment Title: Engagement of Strategic Support Team for the Office of APC, Office
under the Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCRA)

Contract No. QCBS (Time-Based)

between

Project Director, OCTDMS for
Odisha Integrated Irrigation Project for Climate Resilient Agriculture-OIIPCRA

[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 "Fraud and Corruption";
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursables Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee
 - Appendix F Code of Conduct (ESHS) [**Note to Client:** to be included for supervision of civil works contracts]

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; and Appendix F [**Note to Client:** to be included for supervision of civil works contracts]. 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 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.
 - (b) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (c) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (d) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (f) "Contract" means the legally binding written agreement signed between the Client and the Consultant and 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).
 - (g) "Day" means a working day unless indicated otherwise.
 - (h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (i) "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.
 - (j) "Foreign Currency" means any currency other than the currency of the Client's country.

- (k) "GCC" means these General Conditions of Contract.
- (l) "Government" means the government of the Client's country.
- (m) "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.
- (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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (o) "Local Currency" means the currency of the Client's country.
- (p) "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.
- (q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) "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.
- (u) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-

consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the

officials specified in the **SCC**.

**10. Fraud and
Corruption**

1 Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.

**a. Commissions and
Fees**

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 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 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.

2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

a. Definition 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.

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.

3. Force Majeure shall not include insufficiency of funds or

failure to make any payment required hereunder.

b. No Breach of Contract

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

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.

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.

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.

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.

19. 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 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 of the Attachment 1 to the GCC, 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 to cooperate and assist in any inspection or investigation, 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** 19.1.6 Upon termination of this Contract, the Client shall make

**upon
Termination**

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 GCC 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 Interest

21.1 The Consultant shall hold the Client's interest's 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 Regulations, 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.
- 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 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a

prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting
Obligations**

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

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

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

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

**28. Equipment,
Vehicles and
Materials**

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

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and 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, meet eligibility requirements, and at the same rate of remuneration. *[Frequent change of any Key (Senior Part time Experts & Core programme team) & Sub-Key personnel (Young Professionals & Administrative & Assistance) staffs are not permissible within One Year from the date of joining & if any vacancy arises either at APC /ACS level then, it should be immediately reported to the Project Director, OCTDMS. In case any staff is resigning or leaving then another expert will be remain in-charge of the same post with due permission from Project Director, OCTDMS].*

31.Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-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 if the Client determines that a Consultant's Expert or Sub-consultant has

engaged in Fraud and Corruption 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. *[Frequent change of any Key (Senior Part time Experts & Core programme team) & Sub-Key personnel (Young Professionals & Administrative & Assistance) staffs are not permissible within One Year from the date of joining & if any vacancy arises either at APC /ACS level then, it should be immediately reported to the Project Director, OCTDMS. In case any staff is resigning or leaving then another expert will be remain in-charge of the same post with due permission from Project Director, OCTDMS].*

**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.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

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

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

in the Client's country.

- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

36. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of the Client

38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of

Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

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

40. Payment Obligation

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

GCC F below.

F. 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**.

G. 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.

H. 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
Fraud and Corruption
(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:

- (a) 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
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service 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. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution 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 at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of

- nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

III. Special Conditions of Contract

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

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.1(a) | <p>The Contract shall be construed in accordance with the law of [insert country name].</p> <p>[Note: The Bank-financed contracts normally designate the law of the [Government's/Client's] country as the law governing the contract. However, the Parties may designate the law of another country, in which case the name of the respective country should be inserted, and the square brackets should be removed.]</p> |
| 4.1 | <p>The language is: English</p> |
| 6.1 and 6.2 | <p>The addresses are [fill in at negotiations with the selected firm]:</p> <p>Client: Project Director, OCTDMS</p> <p>Attention: Mr. Rashmi Ranjan Nayak, Project Director</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): spuoipcra.od@gov.in</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted): _____</p> |
| 8.1 | <p>[Note: If the Consultant consists only of one entity, state "N/A";</p> <p>OR</p> <p>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.]</p> <p>The Lead Member on behalf of the JV is _____</p> |

| | |
|-------------|---|
| | _____ [insert name of the member] |
| 9.1 | <p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p> |
| 11.1 | <p>[Note: If there are no effectiveness conditions, state "N/A"]</p> <p>OR</p> <p>List here any conditions of effectiveness of the Contract, e.g., approval of the Contract by the Bank, effectiveness of the Bank [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</p> <p>The effectiveness conditions are the following: [insert "N/A" or list the conditions]</p> |
| 12.1 | <p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be: four months</p> |
| 13.1 | <p>Commencement of Services:</p> <p>The number of days shall be one week.</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.</p> |
| 14.1 | <p>Expiration of Contract:</p> <p>The time period shall be: 36 (Thirty-Six months)</p> |

23.1

No additional provisions.

[OR:

The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:

"Limitation of the Consultant's Liability towards the Client:

(a) Except in the case of gross negligence or 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:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;

(b) This limitation of liability shall not

(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;

(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert "**Applicable Law**", if it is the law of the Client's country, or insert "**applicable law in the Client's country**", if the Applicable Law stated in Clause SCC1.1 (a) is different from the law of the Client's country].

[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank's policy on this matter which is as follows:

To be acceptable to the Bank, any limitation of the Consultant's

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| | <p>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.</p> <p>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.]</p> |
| 24.1 | <p>The insurance coverage against the risks shall be as follows:</p> <p>[Note: Delete what is not applicable except (a)].</p> <p>(a) Professional liability insurance, with a minimum coverage of _____ [insert amount and currency which should be not less than the total ceiling 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 of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];</p> <p>(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];</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</p> |

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| | <p>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> |
| 27.1 | [If applicable, insert any exceptions to proprietary rights provision_____] |
| 27.2 | <p>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</p> <p>[The Consultant shall not use these [insert what applies.....documents and software.....]for purposes unrelated to this Contract without the prior written approval of the Client.]</p> <p>OR</p> <p>[The Client shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the Consultant.]</p> <p>OR</p> <p>[Neither Party shall use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the other Party.]</p> |
| 32. Removal of Experts or Sub-consultants | <p>[Note to Client: include the following for supervision of civil works contracts otherwise delete.]</p> <p>Insert the following as Sub-Paragraph 32.3 and renumber original Sub-Paragraph 32.3 as Sub-Paragraph 32.4</p> <p>"Key Experts, Non-Key Experts or Subconsultants who are found to be in breach of the Consultant's Code of Conduct (ESHS) (e.g. spreading</p> |

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| | communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client's written request." |
| 35.1 (a) through (e) | [List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.] |
| 35.1(f) | [List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).] |
| 41.2 | <p>The ceiling in foreign currency or currencies is: _____ [insert amount and currency for each currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>The ceiling in local currency is: _____ [insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Client [insert as appropriate: "for" or "to"] the Consultant.</p> <p>The amount of such taxes is _____ [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.]</p> |
| 42.3 | <p>Price adjustment on the remuneration [insert "applies" or "does not apply"]</p> <p>[If the Contract is less than 18 months, price adjustment does not apply.</p> <p>If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the</p> |

Client's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Client's country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign and/or local] currency shall be adjusted as follows:

- (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 for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:

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

where

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.

The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. "Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of

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| | <p>Labor Statistics”]</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every [insert number] months (and, for the first time, with effect for the remuneration earned in the [insert number] the calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{l_0} \times \frac{I_l}{I_{l_0}} \quad \{\text{or} \quad R_l = R_{l_0} \times [0.1 + 0.9 \frac{I_l}{I_{l_0}}]\}$ <p>Where:</p> <p>R_l is the adjusted remuneration;</p> <p>R_{l_0} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency;</p> <p>I_l is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and</p> <p>I_{l_0} is the official index for salaries in the Client’s country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{l_0} in the adjustment formula for remuneration paid in local currency: [Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency]</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_0/X. X_0 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> |
| 43.1 and 43.2 | [The Bank leaves it to the Client to decide whether the Consultant (i) |

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| | <p>should be exempted from indirect local tax, or (ii) should be reimbursed by the Client for any such tax they might have to pay (or that the Client would pay such tax on behalf of the Consultant]</p> <p>The Client warrants that [choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract’s negotiations (Form FIN-2, part B “Indirect Local Tax – Estimates”):</p> <p>If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”</p> <p>OR</p> <p>If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:</p> <p>“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]</p> <p>any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and</p> |
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| | <p>which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p> |
| <p>44.1</p> | <p>The currency [currencies] of payment shall be the following: [list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</p> |
| <p>45.1(a)</p> | <p>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]</p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of [insert amount] in foreign currency] [and of [insert amount] in local currency] shall be made within [insert number] days after the Effective Date. The advance</p> |

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| | <p>payment will be set off by the Client in equal installments against the statements for the first [insert number] months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> |
| 45.1(b) | <p>[Delete this Clause SCC 45.1(b) if the Consultant shall have to submit its itemized statements monthly. Otherwise, the following text can be used to indicate the required intervals:</p> <p>The Consultant shall submit to the Client itemized statements at time intervals of _____ [e.g. "every quarter", "every six months", "every two weeks", etc.].</p> |
| 45.1(e) | <p>The accounts are: for local currency: [insert account].</p> |
| 46.1 | <p>The interest rate is: for local currency: 0.04% per annum</p> |
| 49. | <p>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. Selection of Arbitrators. 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 [name an appropriate international professional body, e.g., the Federation International des- |

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| | <p>Ingenious-Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [insert the name of the same professional body as above] 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 [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].</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 [name the same appointing authority as in said paragraph (b)] 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> |
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| | <p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p> |
| | <p>6. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>a. proceedings shall, unless otherwise agreed by the Parties, be held in [select a country which is neither the Client's country nor the Consultant's country];</p> <p>b. the English language shall be the official language for all</p> |

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| | <p>purposes; and</p> <p>c. the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> <p>d. All disputes arising out of the contract will be raised in the High Court of Odisha or in the Courts of Common Law within Jurisdiction of High Court Odisha only</p> |
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; 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 | | | | | | | | | |
| | | | | | | | | | |

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:

SST for Office of APC & ACS

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 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment**Guarantor:** _____ [insert commercial Bank's Name, and Address of Issuing Branch or Office]**Beneficiary:** _____ [insert Name and Address of Client]**Date:** _____ [insert date]_____**ADVANCE PAYMENT GUARANTEE No.:** _____ [insert number]_____

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

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

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

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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.

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 its 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 certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _[month]_____, [year]_,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

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

Appendix F - Code of Conduct (ESHS)

[Note to Client: to be included for supervision of civil works contracts]

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."

