



GOVERNMENT OF WEST BENGAL  
IRRIGATION AND WATERWAYS DEPARTMENT  
NATIONAL HYDROLOGY PROJECT  
WORLD BANK FUNDED

SELECTION OF CONSULTANT

REQUEST FOR PROPOSALS  
(RFP)

Selection of Consultant for

**“Architectural & Engineering consultancy services for establishment of  
Water Modelling & Training Centre at Kolkata under National  
Hydrology Project”**

**(Under LCS Method Lump-sum Contract)**

FEBRUARY 2021

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## PART I

### Section1. Letter of Invitation

Memo No: 80/NHP-02/02

Date:10.02.2021

**RFP No : WBIW/NHP/RFP-04/2020-21**

**Package No: NHP-2020-2021-WBSW-506562**

**Loan No :8725-IN**

1. This Request for Proposal follows the General Procurement Notice for this Project that appeared in Development Business on 9th March, 2017.
2. The Government of India has received for financing from the International Bank for Reconstruction and Development (IBRD) toward the cost of **National Hydrology Project (NHP)**, and intends to apply a portion of this loan to eligible payments under this Contract for which this Request for Proposal is issued. The Ministry of Water Resources, River Development and Ganga Rejuvenation (MoWR, RD & GR), Client intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Borrower or Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower/Client shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
3. The Executive Engineer, Burdwan Investigation & Planning Division, Irrigation & Waterways Directorate, Govt. of West Bengal, Purta Bhawan, 3rd Floor, Purba Burdwan- 713103, West Bengal (for and on behalf of Irrigation & Waterways Department, Govt. of West Bengal) invites proposals electronically from eligible service providers (bidders) for following Consulting Services: **“Architectural & engineering consultancy services for establishment of Water Modelling & Training Centre at Kolkata under National Hydrology Project”**(under LCS Method Lump-sum Contract). More details on the Services are provided in the Terms of Reference (Section 7)
4. A firm/ Joint Venture will be selected under **Least Cost Selection (LCS)** and as per procedures described in this RFP, in accordance with the policies of the Bank detailed in the Consultants’ Guidelines which can be found at the following website: [www.worldbank.org/procure](http://www.worldbank.org/procure). The Proposal should be in FTP Standard Form.
5. The RFP includes the following documents:  
Section 1 –Request for Proposal

Section 2 - Instructions to Consultants and Data Sheet  
Section 3 - Technical Proposal FTP- Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 –Eligible Countries  
Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices  
Section 7 - Terms of Reference  
Section 8 - Standard Forms of Contract Time-Based

6. The RFP is available online at <https://wbtenders.gov.in> for the consultants only. The consultants are required to register on e-procurement website i.e. <https://wbtenders.gov.in> at no cost and prior to the submission of proposals. Consultant is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities in order to submit a proposal on line at the web address indicated above. The list of the authorized Certifying Authorities can be found on <http://www.cca.gov.in/cca/>
7. **Details on the proposal’s submission date, time and address are provided in Clauses 17.4 of the ITC.**

Yours sincerely,

Sd/-

Executive Engineer

Burdwan Investigation & Planning Division,

Irrigation & Waterways Directorate, Govt. of West Bengal,

Purta Bhawan (3<sup>rd</sup> Floor), Purba Burdwan-713103, West Bengal.

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## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

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

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



Consultant pursuant to the Contract.

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

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

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

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

## **3. Conflict of Interest**

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

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to

serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

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

**a. Conflicting activities**

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

**b. Conflicting assignments**

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

**c. Conflicting relationships**

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

**4. *Unfair  
Competitive  
Advantage***

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

**5. *Corrupt and  
Fraudulent  
Practices***

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

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

**6. *Eligibility***

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

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

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

**a. Sanctions**

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

**b. Prohibitions**

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

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that

such exclusion does not preclude effective competition for the provision of Services required; or

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

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

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

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

**d. Restrictions for public employees**

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

- (i) are on leave of absence without pay, or have resigned or retired;
- (ii) are not being hired by the same agency they were working for before going on leave of absence without pay,

resigning, or retiring

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

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

## **B. Preparation of Proposals**

### **7. *General Considerations***

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

### **8. *Cost of Preparation of Proposal***

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

### **9. *Language***

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the Data Sheet.

### **10. *Documents Comprising the Proposal***

10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions,

gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**11. *Only One Proposal***

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.

**12. *Proposal Validity***

12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

**a. *Extension of Validity Period***

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, by notifying all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. Mode of notifications is specified in the Data Sheet.

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

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

evaluated.

**b. Substitution of Key Experts at Validity Extension**

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

**c. Sub-Contracting**

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

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

**13. Clarification & Amendment of RFP**

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

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

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

13.2 The Consultant may submit a modified Proposal or a

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

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

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

14.1.1 If a 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-Consultants(s), or (b) Consultants if permitted in the Data Sheet. In all such cases a Consultants 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 Consultants shall be a lead member. If 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 in accordance with the procedure in the Data Sheet.

**15. Technical  
Proposal  
Format and  
Content**

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

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

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



**16. Financial Proposal**

(STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.

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

**a. Price Adjustment**

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

**b. Taxes**

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

**c. Currency of Proposal**

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

**d. Currency of Payment**

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

**C. Submission, Opening and Evaluation**

**17. Submission of Proposals**

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

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

### Technical Proposal.

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

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

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

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

## ***18. Confidentiality***

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

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

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

**19. Online Opening of Technical Proposals**

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

19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

**20. Proposals Evaluation**

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

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

**21. Evaluation of Technical Proposals**

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

**22. Financial Proposals for QBS**

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

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are

returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

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

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

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

**24. Correction of Errors**

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

**a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the e-RFP, the e-procurement system automatically calculates the amount in words from the amount in figures and

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

- b. Lump-Sum Contracts** 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
- 25. Taxes** 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.
- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 27. Combined Quality and Cost Evaluation**
- a. Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- b. Fixed-Budget** 27.2 In the case of FBS, those Proposals that exceed the budget

**Selection(FBS)**

indicated in Clause 14.1.4 of the Data Sheet shall be rejected.

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

**c. Least-Cost Selection**

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

**D. Negotiations and Award**

**28. Negotiations**

28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.

**a. Availability of Key Experts**

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposals a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

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

**b. Technical negotiations**

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

**c. Financial negotiations**

28.6 The negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

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

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

### ***29. Conclusion of Negotiations***

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

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

### ***30. Award of Contract***

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

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



## Instructions to Consultants

### E. Data Sheet

<b>A. General</b>	
ITC Clause Reference	
1 (c)	Union of India
2.1	<p>Name of the Client:  <b>The Executive Engineer,            Burdwan Investigation &amp; Planning Division,            I&amp;WD, Govt. of West Bengal.            Purta Bhawan, 3rd Floor,            Purba Burdwan-713103, West Bengal</b></p> <p><b>Method of selection: <u>Least Cost Based Selection [LCS]</u></b> as per Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits &amp; Grants by World Bank Borrowers, dated January 2011 &amp; revised July 2014 available on <a href="http://www.worldbank.org/procure">www.worldbank.org/procure</a></p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b>            Yes</p> <p><b>The name of the assignment is Consultancy Services for “Architectural &amp; Engineering consultancy services for establishment of Water Modelling &amp; Training Centre at Kolkata under National Hydrology Project.”</b></p>
2.3	<p>A pre-proposal conference will be held: Yes  <b>Date of pre-proposal conference: 25.02.2021</b>  <b>Time: 11:30 HRS.</b>            Address: Office of the Superintending Engineer,            Investigation &amp; Planning Circle II / I&amp;W Dte.,            Govt. of West Bengal, Jalsampad Bhavan.            5<sup>th</sup> Floor / Salt Lake City , Kolkata – 91,            E-mail: <a href="mailto:eebipd2012@gmail.com">eebipd2012@gmail.com</a>/<a href="mailto:bengalsw@gmail.com">bengalsw@gmail.com</a></p>
2.4	The Client will provide the following inputs to facilitate the preparation of the proposals: Index map of proposed site etc.
4.1	<i>Not Applicable</i>
6.3.1	A list of debarred firms and individuals is available at the Bank’s external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>

<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p>This RFP has been issued in English language.</p> <p>All Proposals shall be submitted in English.</p> <p>All correspondence exchange shall be in English language.</p>
<b>10.1A</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p> <p>AND</p> <p><b>2nd Inner Envelope with the Financial Proposal:</b></p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3[For QBS only]- Not applicable</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>

10.1B	Sl. No.	Folder Name	File Description	Details	
	10.1B	I	Certificates	Certificates.pdf	1
2					PAN Card
3					GST Registration Certificate
4					Latest Income Tax Return and I.T Dept. Return Acknowledgement /Receipt.
II		Company Details	Companydetails.pdf 1 Companydetails.pdf 2	1	For Proprietorship Firms (Trade Licence)
				2	For Partnership Firms (Partnership Deed, Trade License, Form-VIII/ Memorandum of Registration)
				3	For all Companies (Incorporation Certificate, Trade License, Memorandum of Articles of ROC, List of owners/ Directors/Board Members )
III		Credential of Work	Credential.pdf 1 Credential.pdf 2	1	Work completion Certificates.
IV		Financial Credential	P/L and audited Balance Sheet for year -1.pdf1		Profit & Loss account audited Balance Sheets with annexure containing the appropriate designated Forms 3CA/ 3CD/3CB, as applicable with Annual Turn- Over with I.T Returns for last 3 years within the zone of preceding 5 years from date of IFB
V		Declarations	Declaration.pdf1		i. List of major machineries and equipments owned and hired which are to be deployed for
			Declaration.pdf2		ii. Technical manpower details for implementation of the project on pay role of the Bidder/ Company or on contract.
10.2		<b>Statement of Undertaking is required : Yes</b>			
11.1		<b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No</b>			
12.1		<b>Proposals must remain valid for 90 (Ninety) Calendar days</b> after the proposal submission deadline.			
12.4		<b>Consultants will be notified about the validity extensions either by the email or a system generated notification can also be sent.</b> <b>Consultants' responses and/or confirmations should be sent by email.</b>			
13.1	Clarifications may be requested no later than 15 days prior to the submission deadline. Clarifications will also be uploaded on the e-portal. All requests for clarifications shall be made online through the E-mail: <a href="mailto:eebipd2012@gmail.com">eebipd2012@gmail.com</a> / <a href="mailto:bengalsw@gmail.com">bengalsw@gmail.com</a>				

	Clarifications sent through any other medium shall not be accepted.
<b>13.2</b>	The Consultant can upload the modified proposal or a modification to any part of it at any time prior to the proposal submission deadline, online only. Only the last dated proposal shall be considered. No modification to the Technical or Financial Proposal shall be accepted offline or after the deadline.
<b>14.1.1</b>	Deleted
<b>14.1.2</b>	<i>To be finalized by Consultant</i>
<b>14.1.3</b> for time-based contracts only	Not Applicable
<b>14.1.4 &amp; 27.2</b> for Fixed Budget Method	Not Applicable
<b>15.2</b>	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP). Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
<b>16.1</b>	Reimbursable expense as per below reference to be considered: <ul style="list-style-type: none"> <li>a. Travel</li> <li>b. Communication Costs</li> <li>c. Local Transport</li> <li>d. Guest House / Hotel Accommodation</li> </ul>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates: <u>No</u></b>
<b>16.3</b>	<p>“Information on the Consultant’s tax obligations can be found on <a href="http://dor.gov.in/">http://dor.gov.in/</a></p> <p>Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties. The Client will reimburse only GST on submission of proof of payment by the Consultant.</p>

16.4	<p><b>The Financial Proposal shall be stated in the following currencies: INR only</b></p> <p><b>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes</b></p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
17.1	<p><b>The Consultants shall submit their Proposals electronically by downloading them on the portal: <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>) No other mode of submission of Proposal other than stated above shall be accepted.</b></p> <p><i>The electronic submission procedures shall be:</i></p> <p>The following electronic-procurement system shall be used to accept this proposal process: Tenders West Bengal ((The West Bengal Government e-procurement System) -<a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a></p> <p>(Intending consultants may also visit website <a href="http://www.wbiwd.gov.in">www.wbiwd.gov.in</a> (the official website of Irrigation &amp; Waterways Department) and click the “e-procurement” link provided therein)</p> <p>For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>. The bids are to be submitted in two parts 1) The Technical Proposal and 2) The Financial Proposal</p>
17.4	<p><b>The Proposals must be submitted online no later than:</b></p> <p><b>Date: 12.03.2021</b></p> <p><b>Time:15:00 hrs.</b></p> <p>The Proposal submission address URL:<a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>.The e-Procurement system would not allow any late submission of proposals after due date &amp; time as per server system. After electronic online submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission</p>

<p><b>19.1</b></p>	<p>The Technical Proposals shall be opened online just after expiry of deadline. The opening shall take place at the Office of:  <b>The Executive Engineer</b>  <b>Burdwan Investigation &amp; Planning Division, I&amp;WD,</b>  <b>Govt. of West Bengal.</b>  <b>PurtaBhawan, 3rd Floor,</b>  <b>Purba Burdwan-713103, West Bengal</b>  <b>Date: 12.03. 2021</b>  <b>Time:15:30 HRS.</b></p>
<p><b>19.2</b></p>	<p>NA</p>
<p><b>21.1</b> (for FTP)</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>(i) <b>Specific experience of the firm relevant to the Assignment: [Max 15 marks]</b></p> <p>Experience in similar nature of projects with complexity &amp; size during last 10 years [ marks for nature , number &amp; size]</p> <p>(ii) <b>Financial Capability[Max 15 marks]</b></p> <p>a) The minimum required audited annual average turnover of the firm during any 03 financial years of last 05 (five) financial years shall be <b><u>10,00,000/- INR</u></b></p> <p>b) The minimum amount of liquid assets <i>and/or credit</i> facilities net of other contractual commitments during of the successful bidder shall be <b><u>2,50,000/-INR</u></b></p> <p>(iii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (ToRs): [Max 40 marks]</b></p> <p><i>{Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p><b>A) Technical approach and methodology [Max 25 marks]</b>  <b>B) Work plan [Max 10 marks]</b>  <b>C) Organisation and staffing [Max 05 marks]</b></p> <p>(iv) <b>Key Experts' qualifications and competence for the Assignment: [Max 30 marks in Total]</b></p> <p><i>a): Team Leader: Minimum B.Arch with min 10 years' experience in works related to similar nature &amp; complexity &amp; preferably M.Arch. [12 marks]</i></p>

	<p><i>b) Civil /Structural Engineer:- Degree with min 08 years’ experience in works related to similar nature &amp; complexity[08]</i></p> <p><i>c) Junior Architect:- D.Arch. with min 05 years’ experience in works related to similar nature &amp; complexity[06]</i></p> <p><i>c) Junior Engineer:- Diploma in Civil with min 03 years’ experience in works related to similar nature &amp; complexity [04]</i></p> <p><b>Total points for criterion (iv):[30]</b></p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): <u>30 %</u></p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): <u>60 %</u></p> <p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): <u>10%</u></p> <p style="text-align: right;">Total weight: <b>100%</b></p> <p><b>Total points for the four criteria: 100</b></p> <p><b>The minimum technical score (St) required to pass is: <u>70</u></b></p>
<p><b>21.1</b> [for STP]</p>	<p>Not applicable</p>
<p><b>23.1</b></p>	<p><b>The online opening procedure shall be:</b></p> <p>Following the completion of the evaluation of the Technical Proposals, the client will notify all Bidders of the date and time of the public opening of Financial Proposals.</p> <p>Financial proposals of those consultants with a score of more than or equal to the minimum technical score as per clause 21.1 above will be opened for evaluation</p> <p>The online opening of the Financial Parts of Bids (for Technically Qualified consultants) shall take place at:  Venue: <i>As specified in ITC19.1 above.</i>  Date: <i>To be notified later.</i>  Time: <i>To be notified later.</i></p>

25.1	<p>For the purpose of the evaluation, the Client will exclude only the indirect taxes i.e. Goods and Services Tax (GST). The GST will be reimbursed to the Consultant after submission of the necessary documents indicating that GST has been paid.</p> <p>If a Contract is awarded, at Contract negotiations, such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are to be withheld and paid by the Client on behalf of the Consultant.</p>
26.1	Not Applicable
27.1 (QCBS only)	Not Applicable.
<b>D. Negotiations and Award</b>	
28.1	<p>Expected date and venue for contract negotiations: Date: <i>To be notified later.</i> <b><i>Office of the Superintending Engineer, Investigation &amp; Planning Circle-II, Irrigation &amp; Waterways Directorate, Govt. of West Bengal, Jalasampad Bhawan (5<sup>th</sup> Floor), Salt Lake City, Kolkata-700091.</i></b></p>
30.1	<p>Procedure for notifying unsuccessful Consultants and for publishing the contract award information is as following:</p> <p>(a) Following the award, completion of the contract negotiations and contract signing, other Consultants will be notified as following: by email</p> <p>(b) Contract award information will be published: <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a></p>
30.2	Expected date for the commencement of the Services: <i>To be notified later.</i>



### Section 3. Technical Proposal – Standard Forms

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

#### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	<i>Page Limit</i>
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√”	“If applicable”	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√”	“If applicable”	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
√	√	TECH-7	Code of Conduct (ESHS)	Not Applicable

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

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

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{Location, Date}

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To: *[Name and address of Client]*

Dear Sirs:

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

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

{OR

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

We hereby declare that:

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

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

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

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

We remain,  
Yours sincerely,

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

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

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

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

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

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

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

## **Form TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)**

### **CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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

#### **A - Consultant’s Organization**

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

**NOTE : Attach valid GST certificate , PAN , Tread license , P. Tax certificate , IT returns for last 03 financial years etc.**

#### **B - Consultant’s Experience**

1. List only previous similar assignments successfully completed in the last **10 years**
- 2.
- 3.
- 4.
- 5.

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

**NOTE : Attach work orders with schedule of works , completion certificates of those similar works from competent authority.**

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value / Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., US\$1 mil/US\$0.5 mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

**FINANCIAL CAPABILITY**

**D)**

<b>Annual turnover data</b>		
<b>Year</b>	<b>Amount in Rupees</b>	<b>Average</b>
<i>[indicate year]</i>	<i>[insert amount]</i>	

## JOINT VENTURE

<b>Names of all members of a joint venture</b>
<b>1. Member in charge</b>
<b>2. Member</b>
<b>3. Member</b>

**A. Total value of annual turnover, in terms of assignments billed to clients, in Rupees**

<b>Annual Turnover Data in Rupees *)</b>							
Member		Year 1	Year 2	Year 3	Year 4	Year 5	Average
<b>1. Member in charge</b>							
<b>2. Member</b>							
<b>TOTALS</b>							

**\* To be certified by a chartered accountant**

**1. Name and address of Bankers to the Joint Venture**

Provide details regarding financial responsibility and participation (percentage share in the total) of each firm in the Joint Venture. Attach a Memorandum of Understanding for the Proposed Agreement of joint Venture

**ii) Financial reports or the last five years: Balance sheets, profit and loss statements, auditors’ reports, etc. List below and attach copies.**

.....

**iii) Financial Resources: Evidence of access to financial resources to meet the qualification requirements [cash in hand, lines of credit, etc.] List below and attach copies of support documents. [Attach a certificate from Bank in the format at the end of this section. Other Certificate, will not be accepted]**

<b>SUMMARY OF FINANCIAL STATEMENTS</b>							
<b>Name of bidder/JV Member:</b>							
<b>(Equivalent Rs. Million)</b>							
S.No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actual for Previous five years excluding the current financial year					Ref. of Page Nos. of Balance Sheets
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Total Assets						
2.	Total Turnover						
3.	Current Assets						
4.	Current Assets + Loan & Advances						
5.	Total Liabilities						
6.	Current Liabilities						
7.	Current liabilities & provision						
8.	Profit before Interest and Tax						
8.	Profit before Tax						
9.	Profit after Tax						
9.	Shareholder's Funds (Net						
10.	Worth) = (Paid up equity +						
11.	Reserves) - (revaluation reserves + Miscellaneous expenditure not written off)						
	Depreciation						
	Current Ratio (2)/ (5)						
12.	Net cash accruals = Profit after Tax + depreciation						
13.							
14.							

This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.

**Form TECH-3(FOR FULL TECHNICAL PROPOSAL)**

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

---

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

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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



## Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. {Suggested structure of your Technical Proposal (in FTP format):

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

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

**Form TECH-5(FOR FTP AND STP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	....	n	TOTAL	
<b>D-1</b>	{e.g., Deliverable #1:													
	1) data collection & geo-technical investigation at site .													
	2) Preliminary reports submission with submission of geotechnical investigation report.													
	3) Initial report submission													
	4) Final report submission													

- 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
<b>KEY EXPERTS</b>															
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															
											<b>Subtotal</b>				
<b>NON-KEY EXPERTS</b>															
N-1			[Home]												
			[Field]												
N-2															
n															
											<b>Subtotal</b>				
											<b>Total</b>				

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

Full time input  
 Part time input

**FORM TECH-6**  
**(CONTINUED)**  
**CURRICULUM VITAE (CV)**

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

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

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

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

**Membership in Professional Associations and Publications:**

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



## **Section 4. Financial Proposal - Standard Forms**

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs: BoQ in excel format
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

**FORM FIN-1**

**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

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

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

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

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

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

We remain,

Yours sincerely,

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

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

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

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

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

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



## FORM FIN-2 SUMMARY OF COSTS [IN BOQ EXCEL SHEET ONLY]

### Item Wise BoQ

<b>Tender Inviting Authority: Executive Engineer , Burdwan Investigation &amp; Planning Division, Irrigation &amp; Waterways Directorate, Purta Bhawan, 3rd Floor, Purba Bhawan, - 713103</b>						
<b>Name of Work: Architectural &amp; engineering consultancy services for establishment of Water Modelling &amp; Training Centre at Kolkata under National Hydrology Project.</b>						
<b>Contract No: WBIW/NHP/RFP-04/2020-21</b>						
<b>Name of the Bidder/ Bidding Firm / Company :</b>						
<b><u>PRICE SCHEDULE</u></b>						
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>						
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>BASIC RATE (without indirect local taxes) In Rs. P</b>	<b>TOTAL AMOUN T Without Taxes in Rs. P [ Col.( 4 X 13) ]</b>	<b>TOTAL AMOUN T In Words</b>

<b>1</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>13</b>	<b>53</b>	<b>55</b>
1	<b>Cost of the Financial Proposal</b>					
1.1	<b>Architectural &amp; engineering consultancy services for establishment of Water Modelling &amp; Training Centre at Kolkata under National Hydrology Project.</b>					
1.2	(1) Remuneration	1.00	Job		0.00	INR Zero Only
1.3	(2) Reimbursable	1.00	Job		0.00	INR Zero Only
<b>Total in Figures</b>					<b>0.00</b>	<b>INR Zero Only</b>
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>				

### Item Wise BoQ

**Tender Inviting Authority:** Executive Engineer , Burdwan Investigation & Planning Division, Irrigation & Waterways Directorate, Purta Bhawan, 3rd Floor, Purba Bhawan, - 713103

**Name of Work:** Architectural & engineering consultancy services for establishment of Water Modelling & Training Centre at Kolkata under National Hydrology Project.

**Contract No:** WBIW/NHP/RFP-04/2020-21

**Name of the Bidder/  
Bidding Firm /  
Company :**

#### PRICE SCHEDULE

**(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )**

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE (without indirect local taxes) In Figures To be entered by the Consultant in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P [ Col.( 4 X 13) ]	TOTAL AMOUNT In Words

1	2	4	5	13	53	55
1	<b>Indirect Local Tax Estimates [ to be discussed and finalized at the negotiations if the contract is awarded ]</b>					
1.1	(Insert type of the Taxe e.g., GST or Sales Tax)	1.00	Job		0.00	INR Zero Only
1.2	(Insert type of the Taxe e.g., Income Tax on non resident experts)	1.00	Job		0.00	INR Zero Only
<b>Total in Figures</b>					0.00	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>				

**FORM FIN-3 BREAKDOWN OF REMUNERATION**

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

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

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

### **1. Review of Remuneration Rates**

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

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

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

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

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

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

## Sample Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

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[Name of Consultant]

---

Signature of Authorized Representative

---

Date

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

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



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

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

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

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

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

**FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

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

<b>B. Reimbursable Expenses</b>								
Nº	Type of Reimbursable Expense	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{flights}	{Ticket}						
—	{ Office operation}	{Trip}						
	{Communication Costs }	Monthly						
	{ Local Transport/ Hotel }	Monthly						
	{Preparation of Progress Report }	Monthly						
	.....							
	{Guest House Accommodation }	Monthly						
Total Costs								

Legend:

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

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## Section 5. Eligible Countries

**In reference to ITC 6.3.2**, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): None [list country/countries *or* indicate “none”]

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

(this Section 6 shall not be modified)

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

#### “Fraud and Corruption

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>2</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>3</sup>;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>4</sup>;
- (v) “obstructive practice” is

---

<sup>1</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>2</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>3</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

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

- 
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
  - (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>5</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>6</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>5</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>6</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

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## **Section 7**

### **TERMS of REFERENCE (ToR)**

*for*

### **Architectural & Engineering Consultancy Services for establishment of Water Modelling & Training Centre at Kolkata under National Hydrology Project.**

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## 1. Introduction

West Bengal is a land of rivers. Located in the sub Himalayan region, with numerous rivers flowing throughout the length and breadth of this state, while also being the lower most riparian reach of the mighty Ganges River, this state is gifted with enormous water resources. As such, the task of the Irrigation & Waterways Department Government of West Bengal has been cut out to monitor and utilize this great water resource of our state to the maximum possible extent for the benefit of its inhabitants. The vision of the Department as enshrined in the 'Vision Document' is:

- (a) To harness river and surface water resources of the State in a sustainable manner;
- (b) To optimally utilize the Irrigation Potential and;
- (c) To regulate and moderate the effects of floods and drainage congestion through scientific flood management interventions

The rationale for ensuring sustainable improvements in the provision, operation and maintenance of infrastructural facilities in surface water irrigation and flood management (including drainage) sub-sectors has governed the objectives of this Department. As such the key sectorial activities have been identified as;

- Extending irrigation facility in relatively dry and arid areas
- Tackling river and sea erosion
- Management of flood
- Arrangement of drainage mostly during monsoon
- Harnessing tidal flow through drainage channels

These key functions involving development and regulation of the State's inland water resources (primarily surface water resources) with the objective of preventing and controlling floods and water-logging and administration of irrigation works and maintenance of water resources seem to be a formidable task.

However, with the development of science and the advent of technology, men are now equipped with large no of resources to face this complex task. Computers and related software have now become one of the most adopted tools to help the engineers to come out with the very best of solutions. Water engineers nowadays are especially greatly dependent on computer models and GIS to develop the most beneficial solutions to water related problems.

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It may be opined that the application of computers in water resource engineering problems is relatively new and the applicability of such knowhow is increasing by leaps and bounds day by day. Since all the officers of this department work in water related field, it has now become a necessity that all personnel be trained to some extent in computer aided water engineering software so that such applications may be utilized for solving water resource related problems.

However there is presently no such centralized training centre in the state where all such latest software for water engineering problems is available. Though the department has some efficient modellers to model river and hydrology problems, however there is no such centralized platform where water related problems could be taken up analyzed, discussed and decisions taken.

The Ministry of Water Resources, River Development and Ganga Rejuvenation, Government of India with the technical and financial assistance of World Bank under the National Hydrology Project has agreed to provide a 100% financed support to the state government for the development of Hydrology infrastructure of the state. Development of such a centre in the state has been proposed under the D Component of the Project has been envisaged. The proposed Water Modelling and Training Centre has been proposed to be constructed within the premises of the I.&W Department at Kestopur in Kolkata within P.S. : Baguihati (West Bengal).

The Water Modelling and Training Centre (WMTC), has been proposed to be set up at Kolkata under National Hydrology Project (NHP) with the main objective to establish a Centre of Excellence where Hydrology and Hydraulic related Water Engineering especially surface water related problems under National Hydrology Project could be modelled and studied under one roof. The centre is proposed to be equipped with latest hydrology, hydraulic, GIS and other important engineering software so as to provide a Knowledge sharing platform for experts in the field.

A training centre with complete infrastructure and facility, having latest technologies to provide state of the art national level training in water resource engineering is envisaged to be set up. The Centre will also cater to provide regular meaningful training to field engineers of the Department to stay in touch with the latest developments. Thus the Water Modelling and Training Centre will emerge as a premiere knowledge institution for the Water Resources Department in the long term. The key objectives of the center will be:

- i. To act as a repository of various types of data collected by the Department related to water resources of the state.
- ii. To create and manage knowledge resources, including analysis and modelling of diverse data sets relevant to water resources management of the state.



- 
- iii. To design and foster research and innovation, including identification of knowledge gaps for research and need for new ideas and
  - iv. To facilitate stakeholder dialogue, by creating awareness and programs for public involvement and interaction with Universities, Central, State, and Local Government Agencies, NGOs, and others working in water sector.

## 2. Objective of Consultancy Services

The purpose of the consultancy is to receive assistance from a sound and experienced architectural consultant towards the setting up of a centre of excellence in the state of West Bengal. The centre is to have aesthetically pleasing appearance with a layout incorporating all latest facilities of a leading training centre. The centre will contain not only a computer centre containing water resource modelling units including GIS labs but also have all infrastructural facilities for officers and employees who will be involved in providing and receiving training at the centre. Different Studies under different consultancy works of the department would be carried out here. There should be provision for space for the experts and consultants. Trainings and expert lectures on different topics would be held for in-house engineers. The conferences, seminars and workshops of State, National and International Levels will be organized at the Centre. Video-Conferencing, Tele-Conferencing and interaction rooms will also be required.

## 3. Scope of Consultancy Services

The consultancy services will include preparation of Architectural Plan and layout of the building, involving elevation, section, floor plan including providing structural drawings for construction as per BIS standards (considering seismicity and prevailing wind conditions also) and taking into consideration the provisions under National Building code 2005 and West Bengal Building bye-laws. The electrical as well as sanitary provisions should also be as per BIS standards and should also take into account aesthetic of the building.

**3.1 Location of the proposed Water Modelling & Training Centre:-**The Water Modelling & Training centre is proposed to be constructed on the vacant piece of land, north of the section office of Kestopur section office under Canals Division at Kestopur in Kolkata. The approx. size of the proposed building is 26.77 m (EW), 30 m (NS) and located beside the VIP road connecting Ultadanga and Kolkata Airport (Lat: 22°36'18.93"N, Long: 88°25'26.13"E). The building is proposed to have G+4 floors having each floor area 8,500 sq.ft. (approx) with provision of further expansion, if required.



**3.2 The detailed scope of work of consultancy agency shall be as described below but not limited to the followings;**

- (i) (a)Preparation of concept note & concept plan [**at least 03 options**]  
 (b)Preparation of master plan along with detail report –drawings etc.
- (ii) Preparation of list of spaces in consultation with the
  - Preparation of master plan of whole area including area statements
  - Preparation of floor plans
  - Preparation of elevations and sections
  - Preparation of room wise furniture planning and layout
- (iii) The consultant shall perform all relevant geotechnical investigation at site as per guidelines of Central Design Office, I&W Dte. in the form of soil sample collection & relevant field & laboratory tests etc. The geotechnical investigation report must be vetted by any reputed Government Institute/Organization within West Bengal and to be submitted to the Central Design Office, I&WD, Salt Lake for detail structural design. Consultant will prepare and submit all architectural drawings. All structural designs & drawings on said architectural drawings are to be prepared by the Central Design Office [CDO, I&WD, GoWB] .Any deviation and/or adjustment in said architectural drawing, as submitted by the consultant, during structural design & drawings by the CDO, I&WD, GoWB must be incorporated in final drawing & report for acceptance.
- (iv) Preparation of detail drawings related to complete internal and external lighting, lifts, fire-detection-fighting and alarm system, intercom system, acoustic and public address system, closed circuit television and other electrical/electronic control and display systems including power generators,

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air conditioning. Technical vetting from the Superintending Engineer, Mechanical & Electrical Circle, Kolkata , I&W Dte., GoWB. is to be done before submission of final drawing and report for acceptance. Any deviation during vetting must be incorporated in deliverables by the consultant for final acceptance.

- (v) Locational & architectural planning of specialized services systems if any.
- (vi) Sanitary & plumbing system arrangement, water pumping & storage, bore well, water supply from local bodies, sewerage , drainage system etc.
- (vii) Any services not specifically mentioned herein but required for the proper and successful completion of proposed project .
- (viii) Preparation of tender drawings including detailed specifications broadly based on PWD (WB) SoR and in market rates for non-schedule items.
- (ix) Services Concept Planning
  - Preparation of room wise equipment layout and specs for major areas etc
  - Preparation of drawing for landscaping etc.
  - Video Conferencing and video surveillance for perimeter and internal security

**3.2.1 The tentative list of facilities envisaged in the Centre is as follows:**

1. Computer centre housing Water Resource Hydrology modeling Unit
2. Computer centre housing River and Canal Hydraulic modeling unit.
3. Computer centre housing GIS based Water Resource research Unit.
4. Water resource data and information Unit.
5. Lecture Hall (50 seats) without IT facility - 2 no
6. Lecture Hall (40 seas) with IT facility - 1 No
7. Conference / Meeting room with facility of video conferencing (20 seats)
8. Seminar Hall / Auditorium with latest facilities (100 seats)
9. Server and IT Room
10. Digital Library Centre of water related data with latest facility.
11. Record room
12. Unit for showcasing departmental activities by various exhibits.
13. Kitchen - 1 no.
14. Dining Hall - 2 no(1 big ,1 small)
15. Accommodation for Guest lecturers – 2 no

- 
16. Trainee accommodation – 10 No of rooms with twin accommodation in each.
  17. Space for a Division/ Director level office.
  18. Security unit
  19. Electrical room & Generator room
  20. Waiting Hall & Lounge
  21. Canteen space
  22. Car Park

### **3.2.2 Specifications for all equipment's and services in the scope of work**

- Preparation of detailed specification for all civil, sanitary-plumbing ,electrical, IT etc. related works and services for major items
- Specifications to be broadly based on PWD (WB) SoR and in market rates for non-schedule items.

### **3.2.3 Preparation of area statement : floor wise area statement with details & drawings.**

### **3.3 General**

- Concept report to be submitted
  - Detailed Project report.
  - Drawings of Floor plans
  - Typical part details
  - System diagrams for services to be prepared
  - Equipment layout drawings for major areas
- Ten sets of all drawings both hard copy and soft copy [Auto Cad file & .Pdf version both] of the same will be furnished by the consultant with report.

### **3.4 Architectural Services**

- (i) Preparation of Master Plan
- (ii) Ensure that the various building engineering services are suitable and economically designed without any discrepancies between the structure and finishes, and the requirements of service installation.
- (iii) Ensure that the nature, position, and appearance of all controls of piped services and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are included.
- (iv) Develop the landscaping details separately.
- (v) Develop the interior details as per requirement and the type of equipment(s) planned.
- (vi) Obtain information required for statutory applications under planning and building acts and any other statutory requirements.

- 
- (vii) Prepare all type drawings, schedules and specification of materials etc. in sufficient detail to enable.
  - (viii) Prepare construction / working drawings

#### Site Plan

- Co-ordination of the proposed building.
- Room layout in co-ordination with various services and levels.
- Boundary wall and entry gate.

#### Detailed Building Services

- Floor plans (fully coordinated with all services/disciplines)
- Elevations
- Sections
- Doors & Window details
- Stairs/Ramps/Lifts details
- Details of building parts/ Areas with special treatment
- Toilet details
- Flooring pattern and details
- False ceiling details
- Details of furniture and equipment layout.
- Furniture details
- Signage (Internal and External)

#### Landscape

- Detailed drawings of landscape including blow up of critical area/ landscapes / plants capes/ detail coordination with all external services.

### **3.5 Geotechnical & Structural Engineering Services**

The consultant shall perform all relevant geotechnical investigations at site as per guidelines of Central Design Office, I&W Dte. in the form of soil sample collection & relevant field & laboratory tests. The geotechnical investigation report must be vetted by any reputed Government Institute/University within West Bengal and to be submitted to the Central Design Office, I&WD, Salt Lake for detail structural design. Consultant will prepare and submit all architectural drawings. All structural designs & drawings on said architectural drawings are to be prepared by the Central Design Office [CDO, I&WD, GoWB] .Any deviation in said architectural drawing, as submitted by the consultant, during structural design & drawings by the CDO, I&WD, GoWB must be incorporated in final drawing & report for acceptance.

#### **3.5.1 General guidelines for geo-technical investigation**

- i) Depth of each bore hole: 25 mtr
- ii) Number of bore hole locations: 03 nos
- iii) During boring operation, Ground water level and change of soil strata should be noted in bore log diagram.

- 
- iv) Details of soil test enclosed in **Annex –I**
  - v) Geo-technical investigation report must be vetted by any reputed Government Institute/Organization within West Bengal

### **3.5.2 Cost estimating & financial services**

- a) Initial Cost planning for the project based on PWD plinth area rates, including the cost of associated site development, landscaping, furniture, all equipment etc.
- b) Cost estimates for the final project will be prepared by the I&W Dte. Any deviation in drawing/specifications etc during such preparation of final estimate must be incorporated by the consultant.

### **3.6 Electrical Engineering Services**

The Consultant shall provide all relevant drawings – reports –specifications etc for ;

- Electrical installations including all electrical fittings/fixtures etc., as necessary.
- Suitable LED lighting system to be preferable.
- Power Supply & Distribution system (including emergency and backup supply)
- Telephone system, intercom communications facilities.
- Data and Voice cabling in conduits
- Fire detection and Alarm System
- Lifts, water pumps etc.
- Lightning protection and earthing system.
- External Lighting including street lighting, Sky lights, perimeter security lighting, backlit panel lights of signage
- UPS back up for sensitive / critical equipment, including requisite cabling
- LED Panel display system for public information

### **3.7 IT Services**

The Consultant shall carry out the basic layout & specifications of the application of IT related network with scope ,system architecture, application systems (e.g. computer centre, training centre , office, conference hall etc) but not limited to the following:

- a) LAN/WAN & Wi-Fi coverage for entire Institute.
- b) Access Control and video surveillance
- c) Video Conference facility

### **3.8 Other Services**

- a) The other services shall include following major components:

- i. Water Supply System
- ii. Sewerage System
- iii. Drainage System
- iv. Fire-fighting System
- v. Air conditioning system
- vi. Other site development works

#### 4. Schedule of Tasks and Deliverables

**Tasks:** Preparation of Project Report involving architectural drawing and layout of proposed Water Modeling & Training Centre at Kolkata.

- (i) The report will be prepared incorporating all activities in the scope of services.
- (ii) The Centre will be planned as per the tentative list of requirements mentioned in the scope of services. The consultant is expected to provide his additional inputs towards any improvement in the facilities to be incorporated in the centre.

**Outputs:**

- (i) Preliminary Report comprising soil investigation report & concept plans etc,
- (ii) Initial Report comprising all initial drawings–notes–specification of items as per scope of works.
- (iii) Final Report comprising detailed notes, all relevant drawings, detailed specifications as per SoR (PWD ,WB) or prevailing market rate etc. [Ten copies of DPR with all relevant drawings (both hard copies & soft copies-Auto cad & .pdf files in CD ) ]
- (iv) Preparation of all type tender drawings.

**Schedule for completion of tasks**

The activities described in Task shall have to be completed as per the schedule attached

Reports	Covering	Time of delivery
(a) Preliminary Report	(i)Soil Investigation Report (ii)Preliminary lay out plan, elevation in detail with concept report-plan.	Within 30 days from signing of the agreement.
(b) Initial Report	(i)All type Initial drawings–report – specification of items as per scope of works.	Within 60 days from signing of the agreement.
(c) Final Report	(i)All type final drawings–report-specification of items as per scope of works.	Within 90 days from signing of the agreement.

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## 5. Responsibilities of Consultant.

- Conduct and complete the consultancy as per the agreed ToR and scope of the consultancy.
- For Geo-technical investigation : Conduct relevant field tests ,collect & transport soil samples as per requirement ,get it tested at RRI, Haringhata, Dist : Nadia, WB ,submit report to the Central Design Office, I&WD, GoWB.
- Conduct field visits as required for site layout and design.
  
- Undertake addition and alteration to the design and layout of the centre as per direction of the Departmental authority and prepare and submit the same at the earliest.
- Presence of key staffs to liaison with Departmental authorities towards finalization of the scheme.
- Consultant has to provide all drawings both in softcopy and hardcopy (in multiple copies) as per requirement and request of the Department. All such properties shall be the exclusive property of the Department and shall not be utilized anywhere outside the Department without the prior permission of the department.

## 6. Consultant and their Key Team Qualification.

The key staffs to be provided by the consultant are shown below. However, the consultants are free to propose their own team composition suitable for the project over the 90 days duration of the consultancy.

Sl no	Position	Qualification & Experience
1.	Team Leader (Architect)	<ul style="list-style-type: none"><li>• Minimum B.Arch from any recognized Institution &amp; preferably M.Arch.</li><li>• Min 10 years' experience in works related to similar nature &amp; complexity</li></ul>
2	Civil/Structural Engineer	<ul style="list-style-type: none"><li>• Degree in Civil /Structural Engineering from any recognized institution.</li><li>• Min. 08 year's experience in works related to similar nature &amp; complexity</li></ul>
3	Junior Architect	<ul style="list-style-type: none"><li>• D.Arch from any recognized Institution.</li><li>• Min 05 years' experience in works related to similar nature &amp; complexity</li></ul>
4	Junior Engineer	<ul style="list-style-type: none"><li>• Diploma in Civil engineering from any recognized Institution.</li><li>• Min 03 years' experience in works related to similar nature &amp; complexity</li></ul>

## 7. Payment schedule

Reports	Covering	Payment Schedule
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(a)Preliminary Report	(i)Soil Investigation Report (ii)Preliminary lay out plan, elevation in detail with concept report-drawings.	(a) 20 % of the contract price after submission of Preliminary Report & satisfaction with the same by the client.
(b)Initial Report	(i)All type Initial drawings–report – specification of items as per scope of works	(b) 30 % of the contract price after submission of Initial Report & satisfaction with the same by the client.
(c)Final Report	(i)All type final drawings–report- specification of items as per scope of work for final	(c) 50 % of the contract price after submission of Final Report & satisfaction with the same by the client.

## 8. Duration of Consultancy

**Total duration of the consultancy is 90 (Ninety) days .**

**Description of items & Quantity related to Geotechnical Investigation for construction  
of proposed G+4 building**

Sl. No.	Description of Item	Quantity	Unit
1	Mobilization charges of all tools & plants along with accessories, materials, labour, supervision etc. at site of work required in connection with boring & testing work including setting to different bore hole points etc. & also including withdrawal of the same from the site after completion of the work, complete as per direction of Engineer-in-charge (Payment will be made after successful completion of work). Detailed Investigation.		
	b) Detailed Investigation. <b>Ref :- Page No.-313, Item No.- 17.01, PWD (Road)wb</b>	1	L.S.
2	Labour for making boreholes of 150 mm to 250 mm dia by any standard method up to any depth below ground level/bed level in all kinds of soils like clay, silt, sand, stiff clay, mixed soil etc. except rock (for the purpose of collecting disturbed & undisturbed soil samples, conducting standard penetration tests at suitable intervals etc.) including preparation & submission of bore log as per I.R.C. : 75 & 78 & CI : 2400 of specification for road & bridge works published I.R.C. and also including hire charges of tools & plants complete as per direction of Engineer-in-charge. (Payment will be made on the length driven into the ground).		
	a) When casing pipe is used to prevent collapse of bore hole (Casing pipe to be finally withdrawn).		
	Depth 0 m to 10 m	30	Meter
	Depth greater than 10 m and upto 20 m	30	Meter
	Depth greater than 20 m and upto 30 m	15	Meter
	<b>Ref :- Page No.- 314, Item No.-17.04, PWD (Road)wb</b>		
3	B) Field Investigation		
	i) Shallow Boring by auger and collection of disturbed sample upto 10m depth (in clayey silty soil )		
	a) 0m to 6 m	6	Per sample
	<b>Ref :- Page No.- 316, Item No.-17.05 / B, PWD (Road)wb</b>		
4	v) Collection of Undisturbed soil sample from the bore hole to be made by the concerned division / party at their cost .		
	i) 0m to 10 m	9	Each
	ii) 10m to 20 m	6	Each
	<b>Ref :- Page No.-316, Item No.- 17.05 / B, PWD (Road)wb</b>		
5	vi) Standard Penetration Tests (S.P.T) by Split Spoon Sampler in the bore hole as per IS: 2131.		
	i) 0m to 10 m	12	Each
	ii) 10m to 20 m.	12	Each
	iii) 20m to 30 m.	12	Each
	<b>Ref :- Page No.-316, Item No.- 17.05, PWD (Road)wb</b>		
6	A) Laboratory Test.		
	i) Liquid limit as per IS-2720 ( Part - V )	15	Each
	ii) Plastic Limit as per Is -2720 ( Part - V )	15	Each
	iii) Grain size analysis by Sieving as per IS-2720 ( Part - IV )	15	Each
	iv) Grain size analysis by Hydrometer Method as per IS-2720 ( Part - IV )	15	Each
	vi) Determination of Specific Gravity as per IS : 2720 ( Part - III)	15	Each
	vii) Direct sheat test as per Is 2720 ( Part - XIII)	15	Each
	viii) Determination of Unconfined Compression Strength as per IS 2720 ( Part - X )		
	a) Undisturbed	12	Each
	b) Remoulded	12	Each

	XIV) Determination of consolidation Properties as per IS 2720 ( Part - XIV)	15	Each
	XVI) Triaxial Shear Test.		
	a) Determination of Shear strength parameters of a specimen tested in Unconsolidated Undrained Tri-axial compression without measurement of pore water pressure as per IS 2720 ( Part - XI )	15	Each
	<b>Ref: - 314, Item No.-17.05 / A, PWD (Road)wb</b>		
7	Preparation & submission of report in six copies giving all relevant information data like site plan, bore log and water table, test results, calculation, discussion, suggestion and recommendation in respect of suitable foundation etc. including determination of silt factor calculation of waterway and complete design of foundation including analysis of bearing capacity and settlement in bound and presentable from completed as per direction of Engineer-in-charge.		
	b) Detailed Investigation	1 Job	LS
	<b>Ref: - Page No. 320, Item No.-17.08, PWD (Road)wb</b>		

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## **Section 8. Conditions of Contract and Contract Forms**

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**STANDARD FORM OF CONTRACT**

**Consultant's Services**

Lump-Sum



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## Preface

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

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## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

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

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

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

**between**

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

**and**

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

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



## I. Form of Contract

### LUMP-SUM

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

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

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

#### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract(including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
  - (b) The Special Conditions of Contract;

- (c) Appendices:
- Appendix A: Terms of Reference
  - Appendix B: Key Experts
  - Appendix C: Breakdown of Contract Price
  - Appendix D: Form of Advance Payments Guarantee

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

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

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

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

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

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

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*[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]*

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

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

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

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

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

**2. Relationship between the Parties**

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

**3. Law Governing Contract**

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

**4. Language**

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**5. Headings**

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

**6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in



Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

**7. Location**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

**10. Corrupt and Fraudulent Practices**

10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.

**a. Commissions and Fees**

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

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

**11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

**12. Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**13. Commencement of**

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

<b>Services</b>	Effective Date specified in the SCC.
<b>14. Expiration of Contract</b>	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
<b>15. Entire Agreement</b>	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
<b>16. Modifications or Variations</b>	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
<b>17. Force Majeure</b>	
<b>a. Definition</b>	17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies. 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
<b>b. No Breach of Contract</b>	17.4. The failure of a Party to fulfil 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.
<b>c. Measures to be Taken</b>	17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

## **18. Suspension**

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

## **19. Termination**

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

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

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

the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

**b. By the  
Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not

less than sixty (60) calendar days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

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

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

**a. Standard of Performance**

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

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

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

**b. Law Applicable to Services**

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

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

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

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

customs.

## 21. Conflict of Interests

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

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

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

**c. Prohibition of Conflicting Activities**

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

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

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

- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)
- 26. Reporting Obligations** 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records** 27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant



shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

**28. Equipment, Vehicles and Materials**

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

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

**D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**29. Description of Key Experts**

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

**30. Replacement of Key Experts**

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

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

of remuneration.

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

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

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

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

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

**E. OBLIGATIONS OF THE CLIENT**

**32. Assistance and Exemptions**

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

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

exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

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

**33. Access to Project Site**

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

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

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

**35. Services, Facilities  
and Property of the  
Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart  
Personnel**

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

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform

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

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

## **F. PAYMENTS TO THE CONSULTANT**

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

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

- 39. Taxes and Duties** 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

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

- 40. Currency of Payment** 40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

- 41. Mode of Billing and Payment** 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

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

41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other

form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum instalments specified in the SCC until said advance payments have been fully set off.

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

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

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

#### **42. Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

### **G. FAIRNESS AND GOOD FAITH**

#### **43. Good Faith**

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

## H. SETTLEMENT OF DISPUTES

- 44. Amicable Settlement**
- 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.
- 45. Dispute Resolution**
- 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

## II. General Conditions

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

(the text in this Attachment 1 shall not be modified)

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

##### **“Fraud and Corruption**

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>7</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>8</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>9</sup>;

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<sup>7</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>8</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>9</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>10</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>11</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>12</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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

<sup>11</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>12</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.



### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of <b>INDIA</b>
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:  Client : <b>The Executive Engineer,  Burdwan Investigation &amp; Planning Division,  I&amp;WD, Govt. of West Bengal,  Purta Bhawan, 3rd Floor,  Purba Burdwan-713103, West Bengal</b>  <b>E-mail : <u>eebipd2012@gmail.com/bengalsw@gmail.com</u></b>  Consultant : _____  _____</p> <p>Facsimile : _____  E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";  OR  If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i>  <b>The Lead Member on behalf of the JV is _____</b>  _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b>  <b>For the Client:</b>  <b>Project Manager: Executive Engineer, Investigation &amp; Planning Division [South]  Irrigation &amp; Waterways Directorate, Govt. of West Bengal, Jalasampad Bhavan,  Salt Lake, Kolkata – 700091, INDIA</b></p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	N/A
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b>  <b>The time period shall be:</b> Three months.</p>
13.1	<p><b>Commencement of Services:</b>  <b>The number of days shall be:</b> <i>Fifteen</i></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.
<b>14.1</b>	<b>Expiration of Contract:</b> <b>The time period shall be: 03 (Three) months.</b>
<b>21 b.</b>	<b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b> Yes
<b>23.1</b>	<b>No additional provisions.</b>
<b>24.1</b>	<b>The insurance coverage against the risks shall be as follows: No such case</b>
<b>27.2</b>	<b>The Consultant shall not use the data and documents for purposes unrelated to this Contract without the prior written approval of the Client.]</b>
<b>38.1</b>	The indirect local taxes (i.e. <b>Goods and Services Tax</b> ) chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant. The amount of such taxes _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i> .
<b>41.2</b>	<b>The payment schedule:</b> <ul style="list-style-type: none"> <li>• No advance payment on signing of contract.</li> <li>• 20 % of the contract price after submission of Preliminary Report &amp; satisfaction with the same by the client [T+1 months]</li> <li>• 30 % of the contract price after submission of Initial Report &amp; satisfaction with the same by the client. [T+2 months]</li> <li>• 50% of the contract price after submission of Final Report &amp; satisfaction with the same by the client [T+3 months].</li> </ul> <i>[Total sum of all instalments shall not exceed the Contract price set up in SCC38.1.]</i>
<b>41.2.1</b>	The following provisions shall apply to the advance payment and the advance bank payment guarantee: <ol style="list-style-type: none"> <li>(1) No advance payment is applicable</li> <li>(2) The advance bank payment guarantee shall be in the amount and in the currency of the advance payment.[N.A.]</li> <li>(3) The bank guarantee will be released when the advance payment has been fully set off. [N.A.]</li> </ol>

42.1	<b>The interest rate is: 4% per annum</b>
45.1	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> 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, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[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.]</i>.</li> <li>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> 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.</li> </ol> </li> </ol>
	<ol style="list-style-type: none"> <li>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.</li> </ol>

	<p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>]/or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>];</p> <p>(b) the [<i>type of language</i>] language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
	<p><i>[In contracts with national consultants],</i>  <i>Disputes shall be settled as per applicable Indian laws.</i>  <i>Arbitration proceeding shall be held at <b>Kolkata, India.</b></i>  <i>Court of Jurisdiction: <b>Kolkata, West Bengal, India</b></i></p>

## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client. Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]*

.....

### APPENDIX B - KEY EXPERTS

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

.....

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

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

months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

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

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

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

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

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

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

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

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

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

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

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.



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]* \_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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*[signature(s)]*

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

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