



**Department of Water Resources**  
**Odisha Community Tank Development Management Society**  
ODISHA INTEGRATED IRRIGATION PROJECT FOR CLIMATE RESILIENT AGRICULTURE (OIIP CRA)  
(WORLD BANK PROJECT ID: P163533)  
7<sup>th</sup> Floor, Rajiv Bhawan, Bhubaneswar-751001  
Ph. 0674-2512421, E-Mail: spuoiipcra.od@gov.in



**Invitation for Request for Proposal for Engagement of Consultancy Services**

**Date: 03.01.2022**

**OIIP CRA-RFP-07/2021**

Project Director, Odisha Community Tank Development and Management Society (OCTDMS), DoWR invites Request for Proposal from eligible Consultancy Firms for the following consultancy services for Odisha Integrated Irrigation for Climate Resilient Agriculture (OIIP CRA) Project.

**1. Consultancy for Training Need Assessment for Minor Irrigation Engineers under OIIP CRA Tank Commands under OIIP CRA.**

Eligible consultancy firms with desired qualification and experience as per details of "Request for Proposal (RFP)" available in Govt. website [www.odisha.gov.in](http://www.odisha.gov.in) & [www.dowrodisha.gov.in](http://www.dowrodisha.gov.in) under link advertisement may apply. "RFP" document must be delivered in the address given below by speed post / registered post/ Courier addressed to Project Director, OCTDMS, 7th Floor, Rajiv Bhawan, Bhubaneswar-751001, Odisha. The last date for receipt of is **4<sup>th</sup> February-2022 upto 15:00 hours**. It will be opened on the same day at **15:30** hours. The Selection Procedure will be governed by World Bank Procurement guidelines of QCBS method.

The authority reserves the right to cancel the process of selection of consultants without assigning any reason thereof. The authority in no way will be responsible for any postal delay.

  
Project Director, OCTDMS

Letter No. **29** Dated: 03.01.2022

Copy to the Deputy Director (Advertisement)-cum-Deputy Secretary to Government, Information and Public Relation Department, Odisha, Bhubaneswar with a request to kindly arrange for publication of the above advertisement in 2 (two) leading Odia dailies and 2 (two) English National dailies by **06/01/2022**. The cost of advertisement will be paid by OCTDMS on submission of bills along with the copies of each publication.

Encl: Soft copy of the Advertisement through e-Mail.

  
Project Director, OCTDMS

Memo No. **30** Date.03.01.2022

Copy in duplicate along with soft copy of the tender notice submitted to the Head portal, Information and Technology Department for exhibiting the advertisement in the website of the Government as suggested in IT Department Lr. No.221/31.08.2002 addressed to all secretaries.

  
Project Director, OCTDMS

Memo No. 31 Date.03.01.2022

Copy submitted to the Superintendent, Government Press, Madhupatna, Cuttack (Odisha) with request to publish this notice in the next issue of Odisha Gazette.

Project Director, OCTDMS

Memo No. 32 Date.03.01.2022

Copy to the Deputy Secretary to Government, of Odisha, Department of Water Resources, Rajiv Bhawan, Bhubaneswar for kind information.

Project Director, OCTDMS

Memo No. 33 Date.03.01.2022

Copy to the Chief Engineer, Monitoring & Evaluation, Water Resources, Odisha, Secha Sadan, Bhubaneswar for kind information with request to arrange for publication of the IFB notice in the DoWR, Odisha website on or before 05.12.2020.

Project Director, OCTDMS

Memo No. 34 Date.03.01.2022

Copy forward to the PS to Principal Secretary to Govt, DoWR, for kind information of the Principal Secretary, DoWR/ PS to Principal Secretary to Govt. A & FE for kind information of the Principal Secretary, A & FE / PS to Commissioner-Cum Secretary to Govt. F & ARD for kind Information of the Commissioner-cum-Secretary to Govt. F & ARD.

Project Director, OCTDMS

Memo No. 35 Date.03.01.2022

Copy submitted to the Revenue Divisional Commissioner, Southern Division, Beherampur / Central Division Cuttack / Northern Division, Sambalpur for kind information

Project Director, OCTDMS

Memo No. 36 Date.03.01.2022

Copy submitted to the Engineer in Chief, Water Resources Department, Odisha, Bhubaneswar / Chief Engineer, Minor Irrigation, Odisha, Bhubaneswar / Chief Engineer & Basin Manager, RVN Basin, Berhampur / Tel Basin, Bhawanipatana / Subarnrekha & Budhabalang Basin, Baripada / Baitarani Basin, Keonjhar for kind information.

Project Director, OCTDMS

Memo No. 37 Date.03.01.2022

Copy to the Collector & District Magistrate, Nuapada / Kandhamala /Kalahandi / Balasore /Bhadrak / Gajapati / Ganjam / Bargarh / Bolangiri / Boudh / Jajpur / Sonapur / Nabarangpur / Mayurbhanj and Keonjhar for kind information

Project Director, OCTDMS

Memo No. 38

Date.03.01.2022

Copy to the Chief General Manager, NABARD, Bhubaneswar for kind information.

Project Director, OCTDMS



GOVERNMENT OF ODISHA  
DEPARTMENT OF WATER RESOURCES  
**REQUEST FOR PROPOSALS**

Country:	India
Project Name:	Odisha Integrated Irrigation Project For Climate Resilient Agriculture (OIIPCRA)
Title of Consulting Services:	Consultancy for Training Need Assessment for Minor Irrigation Engineers under OIIPCRA tank commands.
Contract Type:	QCBS (Lump-sum)
Period:	<b>3<sup>rd</sup> January, 2022</b>



**ODISHA COMMUNITY TANK DEVELOPMENT AND MANAGEMENT SOCIETY**

7<sup>th</sup> Floor, Rajiv Bhawan, Bhubaneswar-751001

Email: [spuoiipcra.od@gov.in](mailto:spuoiipcra.od@gov.in)

## SECTION 1.LETTER OF INVITATION

**Bhubaneswar**

**4/01/2022**

1. Government of India has received a loan and credit from the International Bank for Reconstruction and Development (IBRD) towards the cost of Odisha Integrated Irrigation Project for Climate resilient Agriculture (OIIPCRA) and intends to apply a portion of this loan to eligible payments under this Contract for which this Request for Proposal is issued.
2. Odisha Community Tank Development and Management Society now invite proposals to provide the following Consulting Services:  
  
**“Consultancy for Training Need Assessment for Minor Irrigation Engineers under OIIPCRA tank commands”** under the “Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCRA)” as per the details of the Services provided in the attached Terms of Reference (ToR).
3. A firm will be selected under Quality-and-Cost-Based Selection (QCBS) and procedures described in this RFP, in accordance with the policies of the International Bank for Reconstruction and Development (IBRD) detailed in the Guidelines – Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: [www.worldbank.org/procure](http://www.worldbank.org/procure).
5. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Information to Consultants [including Data Sheet]
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Form of Contract.

Yours sincerely,

Project Director, OCTDMS.

## SECTION 2. INSTRUCTIONS TO CONSULTANTS

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

### **Definitions**

- (a) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (b) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- (c) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (f) "Day" means calendar day.
- (g) "Government" means the government of the Client's country.
- (h) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (i) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (j) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who

at the time of being so provided had their domicile inside the Government's country.

- (k) "Proposal" means the Technical Proposal and the Financial Proposal.
- (l) "RFP" means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (m) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (n) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (o) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (p) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **1. Introduction**

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference

if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. 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 Consultants.

**Conflict of Interest**

1.6 Bank policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities**

(i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly

related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting assignments**

- (ii) A Consultant (including its Personnel 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 to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

**Conflicting relationships**

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) 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.

1.6.2 Consultants 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.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work

for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair  
Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and  
Corruption**

1.7 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as consultants and their sub-consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts.<sup>1</sup> 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<sup>2</sup>" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) "fraudulent practice<sup>3</sup>" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or

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1. <sup>1</sup> In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.
  2. <sup>2</sup> "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.
  3. <sup>3</sup> A "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.

attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

- (iii) "collusive practices"<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practices"<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice"
  - (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 provided for under sub-clause (e) below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Loan were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Borrower having taken

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4. <sup>4</sup> "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non-competitive levels.

5. <sup>5</sup> "Party" refers to a participant in the selection process or contract execution.

timely and appropriate action satisfactory to the Bank to address such practices when they occur;

- (d) will sanction a consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Bank-financed contract; and will have the right to require that, in contracts financed by a Bank loan, a provision be included requiring consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

**Origin of Goods  
and Consulting  
Services**

- 1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
- (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
  - (ii) 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 imports of

goods from that country or any payments to persons or entities in that country.

- Only one Proposal** 1.11 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- Proposal Validity** 1.12 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- Eligibility** 1.13 A firm declared ineligible by the Bank in accordance with the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be ineligible to be awarded a Bank-financed contract during such period of time as the Bank shall determine.
- Eligibility of Sub-Consultants** 1.14 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.
- 2. Clarification and** 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification

**Amendment of  
RFP Documents**

must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**3. Preparation  
of Proposals**

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted

Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

- (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.
- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**Language**

- (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

**Technical  
Proposal  
Format and  
Content**

- 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.
- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of

Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).

(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

(c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
  - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
  - (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
  - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
  - (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

**Financial  
Proposals**

- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

**Taxes**

- 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such taxes amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so, indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

**4. Submission, Receipt, and Opening of Proposals**

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]" The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

**5. Proposal  
Evaluation**

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection".

**Evaluation of  
Technical  
Proposals**

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

**Financial  
Proposals for  
QBS**

5.3 Deleted.

**Public Opening  
and Evaluation  
of Financial  
Proposals (only  
for QCBS, FBS,  
and LCS)**

- 5.4 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and the Bank.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

5.8 Deleted.

**6. Negotiations** 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**Technical negotiations** 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and

facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

**Financial negotiations**

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

**7. Award of Contract**

- 7.1 After completing negotiations, the client shall award the contract to the selected consultant, publish in UNDB on line and in the Development Gateway the award of the contract, and promptly notify all consultants who have submitted proposals. After contract signature, the client shall return the unopened Financial Proposals to the unsuccessful consultants.
- 7.2 The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**8. Confidentiality**

- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy.

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**DATA SHEET**

<b>Paragraph Reference</b>		
<b>1.0</b>	Name of the Client:	<b>Odisha Integrated Irrigation Project For Climate Resilient Agriculture (OIIPCRA)</b>
	Address of the Client:	<b>Project Director, OCTDMS.</b> 7 <sup>th</sup> Floor, Rajiv Bhawan, Bhubaneswar -751 022 Telephone: +0674 - <b>2512421</b> E-mail: <a href="mailto:spuoiipcra.od@gov.in">spuoiipcra.od@gov.in</a>
	Method of selection:	<b>Quality and Cost Based Selection [QCBS] (Lumpsum)</b>
<b>1.1</b>	<b>Eligibility:</b> The Consultant should submit a statement indicating any short closure of earlier contracts or abandoned contract(s). This may attract rejection of offer made through this RFP.	
<b>1.2</b>	Financial Proposal shall be submitted together with the Technical Proposal.	
	Name of the assignment is:	<b>Consultancy for Training Need Assessment for Minor Irrigation Engineers under OIIPCRA tank commands. under (OIIPCRA)"</b>
	The total expected duration of the assignment is:	<b>2 (Two) Months</b> from the Date of Signing of the Contract.
<b>1.3</b>	Pre-proposal conference will be held in the:	Conference Hall of SPMU, OCTDMS, 7 <sup>th</sup> Floor, Rajiv Bhawan, Bhubaneswar, Odisha, India/ or through <b>Virtual meet online.</b>
	The Client's representative:	<b>Executive Engineer, Procurement</b> Address: State Project Unit, OIIPCRA, 7 <sup>th</sup> Floor, Rajiv Bhawan. Bhubaneswar -751 022 Telephone: +0674 - <b>2512421</b> , Mob: 9437261684 E-mail: <a href="mailto:spuoiipcra.od@gov.in">spuoiipcra.od@gov.in</a>

<p><b>1.4</b></p>	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> <li>a) Provide space for consultative meetings. It is expected that the consultant team will be in close and constant touch with the client and his designated team during the period of the assignment. The space will be provided to facilitate the interaction and review of this assignment. Provide available data and information that would be relevant to carry out the assignment</li> <li>b) Help, identify, contact in the project areas, when required, and facilitate consultation with agencies potential project beneficiaries and others. Would help establish contacts in the project areas and facilitate consultation with agencies. The consultant would be responsible for contacting the concerned Construction Engineers and synthesize and analyze the information available.</li> <li>c) Make available copy of World Bank Operational policies and guidelines relevant to the needs of the agency.</li> <li>d) Project Implementation Plan, Technical Manual and other relevant project related documents</li> <li>e) Memorandum of Agreement and Rules of the Society will be provided after signing of the contract.</li> <li>f) The Consultant would get support of the Project Team throughout the assignment period. The Consultant would be responsible for all transport and accommodation at project sites and in Bhubaneswar. All requirements regarding the Data Services and facilities will be informed to the OIIPCRA well in advance The consultant would be extended support by the State project Bhubaneswar.</li> <li>g) The consultant will provide the logistics and other incidental requirements for conducting 02 (two) nos. workshops.</li> </ul>
<p><b>1.5</b></p>	<p>Proposals must remain valid for <b>60 days</b> from the Last Date for Submission of Proposal. (As in <b>Paragraph 6.1</b> of Data Sheet).</p>

2.1	<p>Clarifications may be requested not later than 10 days before the Last Date of submission of the proposal (As in <b>Paragraph 6.1</b> of Data Sheet).</p> <p><i>The address for requesting clarifications is:</i></p> <p><b>Project Director, OCTDMS.</b></p> <p>7<sup>th</sup> Floor, Rajiv Bhawan. Bhubaneswar -751 022</p> <p>Telephone: +0674 -2512421/ E-mail: <a href="mailto:spuoiipcra.od@gov.in">spuoiipcra.od@gov.in</a></p>	
3.1	Proposals shall be submitted in the following language:	<b>English only.</b>
3.2	Short listed Consultants may associate with other short-listed Consultants:	<b>No</b>
3.3	The estimated staff-months required for the assignment is	
	i. Key-professional staff	<b>6 Months</b> (3 key professionals engaged for 2.0 months)
	ii. Sub-Key personnel	--
3.4	The format of the Technical Proposal to be submitted is:	<b>Full Technical Proposal (FTP)</b>
3.5	Training is a specific component of this assignment:	<b>No.</b>
3.6	<p>List of reimbursable expenses</p> <p>(1) A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services;</p> <p>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, investigations and surveys;</p> <p>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</p>	

	<p>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(6) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any);</p> <p>(8) cost of such other items required for purposes of the Services not covered in the foregoing list.</p>	
<b>3.7</b>	<p>Amounts payable by the Client to the Consultant under the contract is subject to local taxation.</p> <ul style="list-style-type: none"> <li>- The Client will reimburse the Consultant for any such taxes paid by the Consultant.</li> <li>- Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties (as stated in ITC 3.7 and SCC 1.10) separately in the financial proposal.</li> </ul>	
<b>3.8</b>	<p>Consultant to state the local cost in the national currency.</p>	
<b>4.1</b>	<p>Consultant must submit the <b>original</b> and <b>four copies of the Technical Proposal</b>, and the <b>original of the Financial Proposal</b>. Hardcopies to be submitted in hand/ courier/ speed post/ registered post to the address given below. Proposal in any other form will not be accepted. Authority in no way will be responsible for any postal delay.</p>	
<b>4.2</b>	<p>The address for Submission of Proposals is:</p> <p><b>Project Director, OCTDMS</b>  <b>Department of Water Resources.</b>  7<sup>th</sup> Floor, Rajiv Bhawan, Bhubaneswar -751 022  Telephone: +0674 -2512421 E-mail: <a href="mailto:spuoiipcra.od@gov.in">spuoiipcra.od@gov.in</a></p>	
<b>5.1</b>	<p>The single currency for price conversions is:</p>	<p><b>Indian Rupees.</b></p>

	The source of official selling rates is:	<b>State Bank of India (SBI) B.C. Selling rate of exchange.</b>	
	The date of exchange rates is to be considered as on:	<b>The last date for submission of proposals indicated in Paragraph 6.1 of Data Sheet.</b>	
<b>5.2 (a)</b>	Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are described as under:		
	Criteria	Description	Points
	i.	Specific experience of the Consultants relevant to the assignment	15
	ii.	Adequacy of the proposed methodology and work plan and Innovations in the proposal	30
	iii.	Key professional staff qualifications and competence for the assignment:	30
		<b>Total Points</b>	<b>75</b>
<b>5.2 (b)</b>	<b>Criterion-1 Specific experience of the Consultants relevant to the assignment:</b>		<b>15 Points</b>
	a.	Prior experience with World Bank/ Donor Agencies in climate/ Human Resources/ Water Resources and allied field.	5
	b.	No. of completed similar projects undertaken [Each reference project included in technical proposal (as described in Form <b>TECH-I</b> of the RFP) is to be judged against the criteria.]	10
		i. One project	05 points
		ii. More than one project	10 points
		<b>Total points for Criterion - 1</b>	<b>15 Points</b>

5.2 (c)	<b>Criterion-2 Adequacy of the proposed methodology and work plan and Innovations in the proposal in responding to the Terms of Reference:</b>		<b>30 Points</b>
	a.	Technical approach and methodology (General understanding of project requirement, key components in ToR coverage of critical, presentation of effective methodology to be under OIIPCRA in consonance with World Bank guide lines and OCTDMS adopted practices, assessment of inter-relationship of work programme and methodology write-up to fulfil overall objective consistent with work plan, deliverables and staffing schedule. Only recitation of ToR will not be taken beyond average grading)	10
	b.	Work plan in consonance with project requirement. (Work-plan is to be through graphical presentation of activities involved including reporting. The work plan on the basis of logical sequence of events with appropriateness of time allocated and improved/ modern equipment/ methods to be used/ accuracy in results to be delivered as indicated in <b>Tech-7</b> and <b>Tech-8</b> shall be basis for assessment in this criterion) Innovations proposed for better results and timely completion of the activity.	10
	c.	Organization and staffing [The clarity in presentation of the technical proposal encompassing all the formats provided in the RFP, completeness of the offer in terms of requirement of key personnel vis-a-vis the staffing proposed in staff schedule, the personnel allocation and timing of key personnel's input are the factors to be considered in assessment in this criterion]	10
	<b>Total points for Criterion-2</b>		<b>30 Points</b>
5.2 (d)	<b>Criterion-3 Key professional staff qualifications and competence for the assignment:</b> (Requisite qualification/ experience as detailed at <b>Para-6, Terms of Reference</b> is a must to qualify in technical		<b>30 Points</b>

	evaluation.)			
	1.	Team Leader	10 Points	
	2.	Economist/ Statistical/ Public Policy Expert	10 Points	
	3.	Hydrology Expert	10 Points	
	<b>Total points for Criterion-3</b>			<b>30 Points</b>
	[The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following sub- criteria and relevant percentage weights]			
	<b>1.</b>	<b>Team Leader</b>		<b>10 Points</b>
	1.1.	Educational Qualifications Master's Degree in Civil Engineering.		<b>25%</b>
		i. Minimum qualification	15%	
		ii. Higher qualification	25%	
	1.2.	Adequacy of the assignment		<b>75%</b>
	a.	<b>10 (Ten)</b> Years of Experience in Irrigation Projects with leading a team for proven track record of execution/ Design/ Planning/ Survey of irrigation projects.	<b>30 %</b>	
		i. 10 to 15 Years of Experience	15%	
		ii. More than 15 Years of Experience	30%	
	b.	Experience in leading a team for preparation of TNA, Organizational restructuring for at least one completed Project.	<b>30%</b>	
		i. One Project	20%	

		ii.	More than one project	30%		
	c.	Experience in World Bank/ Donor/ Govt./ Bi lateral/ Multi-lateral agencies for at least <b>02 years</b> in each project.		<b>15%</b>		
		i.	One Project	10%		
		ii.	More than one project	15%		
		<b>Total Weightage:</b>			<b>100%</b>	
	<b>2.</b>	<b>Economist/ Statistical/ Public Policy Expert</b>			<b>10 Points</b>	
	2.1	Educational Qualifications Masters' degree in economics/ statistics/ public policy/ development studies/ or similar field.			<b>25%</b>	
		i.	Minimum qualification	15%		
		ii.	Higher qualification	25%		
	2.2	Adequacy of the assignment			<b>75%</b>	
	a.	<b>5 (Five) years</b> of experience in working experience in fiscal impact analysis in Irrigation and Agriculture Sector, sensitivity and risk analysis of the expected returns, TNA, qualitative and quantitative data analysis for similar projects.		<b>30%</b>		
		i.	5 to 10 Years of Experience	20%		
		ii.	More than 10 Years of Experience	30%		
	b.	Experience in assessments having competency in using conventional as well as modern tools in preparation of TNA for at least <b>02 years</b> in each project.		<b>30%</b>		

		i.	One Project	20%		
		ii.	More than one project	30%		
	c.	Experience in World Bank/ Donor/ Bi-lateral/ Multi-lateral agencies for at least <b>1 Year in each project.</b>		<b>15%</b>		
		i.	One Project	10%		
		ii.	More than one project	15%		
		<b>Total Weightage:</b>			<b>100%</b>	
	<b>3.</b>	<b>Hydrology Expert</b>			<b>10 Point</b>	
	3.1	Educational Qualifications: Master's degree in Civil Engineering with Specialisation in Hydrology.			<b>25%</b>	
		i.	Minimum qualification	20%		
		ii.	Higher qualification	25%		
	3.2	Adequacy of the assignment			<b>60%</b>	
		<b>5 (Five)</b> years of post-qualification working experience in Water Resources development projects.				
		i.	5 to 10 Years of Experience	30%		
		ii.	Above 10 Years of Experience	60%		
	a.	Experience in World Bank/ Donor/ Bi-lateral/ Multi-lateral agencies for at least <b>1 Year in each project.</b>		<b>15%</b>		
		i.	One Project	10%		
		ii.	More than one project	15%		
		<b>Total Weightage:</b>			<b>100%</b>	

<b>5.2 (e)</b>	Total points for the <b>Three</b> Criteria:	<b>75 Points</b>
<b>5.2 (f)</b>	The minimum technical score required to Qualify: @ 70%	<b>52.5 Points</b>
<b>5.3</b>	<p>The formula for determining the financial scores is the following:  <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  <math>T = 0.75</math> and <math>P = 0.25</math></p>	
<b>6.1</b>	<b>Important Dates to Remember:</b>	
a.	Date of approval of RFP	<b>3<sup>rd</sup> Jan, 2022</b>
b.	Date of publication/issue of RFP	<b>4<sup>th</sup> Jan, 2022</b>
c.	Date of Pre-Proposal conference	<b>13<sup>th</sup> Jan, 2022 at 11.00 am</b>
d.	Last date for Clarifications sought for if any	<b>17<sup>th</sup> Jan, 2022 by 5.00 pm</b>
e.	Last date for submission of proposals	<b>4<sup>th</sup> Feb, 2022 by 3.00 pm</b>
f.	Public Opening of the Technical proposals	<b>4<sup>th</sup> Feb, 2022 by 3.30 pm</b>
g.	Public Opening of the Financial proposals	<b>To be intimated later</b>
h.	Expected date for contract negotiations:	<b>18<sup>th</sup> Feb, 2022</b>
i.	Expected date for commencement of consulting service	<b>28<sup>th</sup> Feb, 2022</b>
<b>6.2</b>	<b>Other Documents to be Submitted along with the RFP:</b>	
a.	Hard Copy of RFP	<b>in duplicate</b>
b.	One Soft Copy of the RFP (Only the <b>Technical Proposal</b> )	<b>in PDF format only</b>

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### SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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

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

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
  - A Consultant's Organization
  - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
  - A On the Terms of Reference
  - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

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

[Location, Date]

To:

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

Dear Sir,

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

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

<sup>1</sup> [Delete in case no association is foreseen.]

**A - Consultant's Organization**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*

## B - Consultant's Experience

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

***Use not more than 20 pages.]***

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

Firm's Name: \_\_\_\_\_

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**A - On the Terms of Reference**

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

**B - On Counterpart Staff and Facilities**

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

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

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

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

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3H.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

## FORM TECH-5

## TEAM COMPOSITION AND TASK ASSIGNMENTS

<b>1. Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

<b>2. Support Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6

## CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]:

\_\_\_\_\_

2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_

\_\_\_\_\_

3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_

\_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_

\_\_\_\_\_

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

### 11. Detailed Tasks Assigned

*[List all tasks to be performed under this assignment]*

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

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

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

### 13. Certification:

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

\_\_\_\_\_ Date: \_\_\_\_\_

*[Signature of staff member or authorized representative of the staff]*  
Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

FORMTECH-7

STAFFING SCHEDULE<sup>1</sup>

No	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total		
<b>Foreign</b>																			
1		[Home]																	
		[Field]																	
2																			
3																			
n																			
													<b>Subtotal</b>						

No	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input					
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total		
<b>Local</b>																			
1		[Home]																	
		[Field]																	
2																			
n																			
												<b>Subtotal</b>							
												<b>Total</b>							

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.



Full time input



Part time input

**FORMTECH-8**

**WORK SCHEDULE**

No	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

---

***TNA of MI Engineers***

#### SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Local Currency Costs Including Reimbursable
- FIN-4 Breakdown of Foreign Currency Costs Including Reimbursable
- FIN-5 Reimbursable expenses

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

[Location, Date]

To:

The Project Director, OCTDMS

Dept. of Water Resources, 7<sup>th</sup> Floor, Rajiv Bhawan, Bhubaneswar -751 022

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. The amount of the local taxes, as identified/estimated is shown in the summary separately.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

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

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

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

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

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in **Form FIN-2**.

- 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

---

**FORM FIN-2 SUMMARY OF COSTS**


---

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

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

---

**Form FIN-3 Breakdown of Costs by Activity<sup>1</sup>**


---

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

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

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

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

---

**Form FIN-4: Breakdown of Remuneration<sup>1</sup> (Lump-Sum)**


---

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

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
<b>Foreign Staff</b>		
		[Home] ----- [Field]
		----- -----
<b>Local Staff</b>		
		[Home] ----- [Field]
		----- -----

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

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

---

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

---

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

---

<b>N°</b>	<b>Description<sup>1</sup></b>	<b>Unit</b>	<b>Unit Cost<sup>2</sup></b>
	Per diem allowances	Day	
	Local transportation costs		
	Office rent, clerical assistance		

- 1 Indicate unit cost and currency.
- 2 Add any items required

## **SELECTION OF CONSULTANT**

(QCBS Lumpsum)

**Terms of Reference for**

**TRAINING NEED ASSESSMENT FOR MINOR IRRIGATION ENGINEERS**

**UNDER OIIPCRA TANK COMMANDS**

**FOR OIIPCRA PROJECT**

## TERMS OF REFERENCE

### **Training Need Assessment for MI Engineers under OIIPCRA tank commands.**

#### **1 BACKGROUND**

The Government of Odisha in partnership with the Government of India is implementing the World Bank assisted project "Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCRA)". The project aims to intensify and diversify agricultural production, enhance climate resilience and improve water productivity in selected cascades of Odisha. The project is funded by World Bank and to be completed over a period of 6 years from 2019-2025 in 15 districts of Odisha. The total project cost is US \$ 235.40 million (Rs. 1,683.00 Cr approx.).

The project is implemented jointly by three line-departments, i.e., (1) Department of Water Resources, Government of Odisha, (2) Department of Agriculture and Farmers Empowerment, Government of Odisha, and (3) Department of Fishery and Animal Resource Development, Government of Odisha, with clearly defined role and responsibilities.

The State Project Management Unit (SPMU) at the State Level is leading the implementation. A Technical Steering Committee, headed by the Chief Secretary, Government of Odisha is supporting the overall review and policy support system. At the district level, the office of the Collector and District Magistrate are the nodal to steer the project and there is a district level committee, in the name of District Level Project Management Team (DLPMT) to monitor and supervise the project activities.

The project is being implemented through the "Odisha Community Tank Development & Management Society (OCTDMS)", a Special Purpose Vehicle (SPV) created under the Department of Water Resources (DoWR), Government of Odisha. 538 Nos. Of Minor Irrigation tanks have been identified for rehabilitation in 15 Districts of Odisha in 4 river basins e.g., Rushikulya, Budhabalang, Baitarani and Tel Sub-basin covering about 56,200 Ha irrigated tank commands and about 70,000 Ha of rain-fed area surrounding these tank commands in Bolangir, Balasore, Bargarh, Bhadrak, Boudh, Gajapati, Ganjam, Jajpur, Kalahandi, Keonjhar, Mayurbhanj, Nabarangpur, Nuapada, and Subarnapur district.

#### **2 ASSIGNMENT OBJECTIVE**

In the processes of implementation, various stakeholders linked to the tank systems with various degree of responsibilities and duties are encountered. So, it is felt necessary to identify and sum-up those stake holder responsibilities and extend such technical assistance to improve and build-up their capacity so that, they will contribute their invaluable efforts to execute, operate, maintain coordination to co-exist in a better livelihood environment.

Objective of the Assignment is to prepare:

### **2.1 Training Need Assessment (TNA) of the Stake holders in the tank commands**

- a) Make an assessment for the need of training for Minor Irrigation Engineers of the World Bank assisted "*Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCRA)*" project.
- b) The assessment shall duly cover the different project components with respect to the objectives as described in the Project Appraisal Document (PAD) and the Project Implementation Plan and to the present environment and status of the tank commands to list out:
  - i. status of their capacity to support the project in achieving the project objectives,
  - ii. need for the types of training focussing to its economics, alternate methods or opportunities, strategies, availability, requirement of time & space,
  - iii. the TNA shall also indicate and describe the probable outcomes with rated indicators.

### **2.2 Observance of important procedures/official document secrets**

- a) The agency may/shall consult with the partnering agencies/ departments/ Stakeholders for preparing the details of activities and modalities;
- b) The Agency shall take the opinion of experts in the respective fields as suggested by the State Project Unit (SPU) of OIIPCRA;
- c) The Agency shall keep in mind the policies of the State Govt./ Gol and World Bank in preparation of TNA;
- d) Only authenticated information shall be used in making and bringing up the Training Need Assessment (TNA);
- e) The Agency shall maintain the confidentiality or secrecy of the information relating to or contents of TNA. The information can't be shared with any other agency other than the SPMU, OCTDMS and without the permission of the Project Director, OCTDMS.

## **3 QUALIFICATION OF AGENCY**

- a) Agency should be a registered organization/ institution/ company with minimum 5 (Five) years of existence in the relevant field in India.
- b) Average annual financial turnover in last three years should not be less than One Crore INR.
- c) Agency should have successfully executed similar nature of assignments for at least one project where Training Need Assessment/ Assessments related to Human

Resources management has been taken up in water resources or similar field in any State Government/ World Bank/ ADB assisted project.

- d) Prior experience of working with donor agency like World Bank, ADB etc. in Climate Change sector will be preferred.
- e) The agency should not be blacklisted with the Govt. of Odisha/ World Bank and other UN Agencies at the time of opening of the proposal or signing of contract for the consultancy.

#### 4 COST OF THIS ASSIGNMENT

Approximate cost of this assignment would be about Rs. 10.00 Lakhs.

#### 5 DURATION OF ASSIGNMENT

The assignment would be for **90 days** from the date of signing of contract.

SI.	Tasks	I	II
1	Preliminary analysis for TNA		
3	Mapping of activities & institutions for indicators		
4	Prepare TNA and submit final assessment report		

#### 6 TEAM COMPOSITION & QUALIFICATION

SI. No.	Team composition	Minimum Qualification	Remarks
<b>Key Experts:</b>			
1	Team Leader	S/he should have an advanced degree at least Master's Degree in Civil Engineering.	Experience in leading a team for preparation of Manuals, TNA, Organizational restructuring for at least one completed Project. S/He should have atleast <b>Ten (10)</b> years of post-qualification working experience including quantitative evaluation, preparation of Project Implementation Plans, policy programmes, TNA etc.
2	Economist/ Statistical/	S/he should have a Masters' degree in	<b>Five (5) years</b> of post-qualification working experience in fiscal impact analysis in

	Public Policy Expert	economics/ statistics/ public policy/ development studies or a related discipline.	Irrigation and Agriculture Sector, sensitivity and risk analysis of the expected returns, analysis (experimental or quasi experimental) impact evaluations. Capable of detailed analysis & presentation of results. Should have experience working on statistical software packages like – SPSS, R, STATA etc.
3	Hydrology Expert	Master's degree in Civil Engineering with Specialisation in Hydrology.	<b>Five (5) years</b> of post-qualification working experience in Water Resources development projects.

## 7 DELIVERABLES BY THE CONSULTANT

- a) Prepare and submit the document of the Training Need Assessment containing the overall assessment, approach & methodology and detailed work plan adopted, list rated outputs indicating and describing the probable outcomes with rated indicators to achieve the project indicators or objectives for the tasks or sub-tasks and suggest list of institutions to impart trainings according to the outcome of TNA for Minor Irrigation Engineers.
- b) Submit documentation of data management processes, task and props over which the assessments were carried out or derived.
- c) The Agency shall submit hard copies of **2 (two)** sets of Draft Report (s) (Black & White) & **5 (five)** sets (for TNA) of Final Report (Colour) along with the original manuscript of all databases and the soft copy of final report along with all databases in MS Excel sheet/ suitable & agreed data base format.

## 8 COMPOSITION OF REVIEW COMMITTEE

A committee consisting of following members shall coordinate and monitor the Consultant's work and would extend their cooperation in making available the data and information, obtaining approvals and also deal with the problems, if any, faced by the Consultant in executing the Contractual obligations:

1. Project Director, OCTDMS. (Chair Person)
2. Additional Project Director (Tech),
3. Superintending Engineer, OCTDMS
4. Executive Engineer, Monitoring, OCTDMS.
5. Project Finance Officer, OCTDMS

The Committee may co-opt any additional member/ Change any of the members, if needed, with the approval of the Project Director, OCTDMS.

Monthly/Fortnightly review will be held at State Project Unit to monitor the progress of work for which the Consultant has to make necessary arrangements to submit data, information and progress of the works as desired by the Client.

## 9 PAYMENT SCHEDULING

### SCHEDULE FOR COMPLETION OF TASKS & RELEASE OF PAYMENTS THEREOF

<b>TABLE - 3.0</b>				
<b>Sl. No.</b>	<b>Description of Work</b>	<b>Schedule Days of submission (from Date of signing of contract)</b>	<b>% of Fund release #</b>	<b>Remarks on release of payment</b>
1	1 <sup>st</sup> Draft report of <b>TNA</b> & 1 <sup>st</sup> Draft sharing workshop of <b>TNA</b> at the OCTDMS-SPU	30 Days	40% of the contract amount.	After scrutiny of draft reports and interaction with the consultants during workshop and suggestions thereof to the consultant.
2	2 <sup>nd</sup> Draft Report of <b>TNA</b> & 2 <sup>nd</sup> Draft sharing workshop of <b>TNA</b> at the OCTDMS-SPU	45 Days	35% of the contract amount.	After scrutiny of draft reports and interaction with the consultants during workshop and suggestions thereof to the consultant.
3	Submission of <b>Final Report of TNA.</b>	60 Days	25% of the contract amount	On acceptance of final report.
<b>Total:</b>			<b>100%</b>	

**NOTE:**

1. % of Fund Release of as mentioned above will be made upon satisfactory performance of each task/ deliverables and upon satisfactory submission of bills/ vouchers/ timesheets etc.

2. # Percentage of fund release excludes reimbursable amount for travelling & night halt expenses incurred by the consultant. Travelling & night halt expenses will be released on production of bill voucher through the invoices.

\*\*\*\*\*

# STANDARD FORM OF CONTRACT

## **Consultants' Services**

Lump-Sum

## Contents

I. Form of Contract.....	70
II. General Conditions of Contract .....	73
1. General Provisions .....	73
2.0 Commencement, Completion, Modification, Termination of Contract .....	77
• 2.3 Expiration of Contract.....	77
• 2.4 Modifications or Variations.....	77
• 2.5 Force Majeure.....	78
• 2.5.1 Definition.....	78
• 2.5.2 No Breach of Contract .....	78
• 2.5.3 Extension of Time.....	78
• 2.5.4 Payments.....	78
• 2.6 Termination.....	78
• 2.6.1 By the Client .....	78
• 2.6.2 By the Consultant .....	79
• 2.6.3 Payment upon Termination .....	79
• 3.1 Standard of Performance .....	74
• 3.2 Conflict of Interests .....	79
• 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.....	79
• 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project	81
• 3.2.3 Prohibition of Conflicting Activities .....	81
• 3.3 Confidentiality.....	81
• 3.4 Insurance to be Taken Out by the Consultant.....	81
• 3.5 Consultant’s Actions Requiring Client’s Prior Approval.....	81
• 3.6 Reporting Obligations.....	82
• 3.8 Accounting, Inspection and Auditing .....	82
• 4.1 Description of Personnel.....	83
• 4.2 Removal and/or Replacement of Personnel .....	83
• 5.1 Assistance and Exemptions.....	83
• 5.2 Change in the Applicable Law Related to Taxes and Duties.....	83
• 5.3 Services and Facilities .....	84

6.0 Payments to the Consultant .....	84
• 6.1 Lump-Sum Payment.....	84
• 6.2 Contract Price .....	84
• 6.3 Payment for Additional Services.....	84
• 6.4 Terms and Conditions of Payment .....	84
• 6.5 Interest on Delayed Payments .....	85
7.0 Good Faith.....	85
• 7.1 Good Faith .....	85
8.0 Settlement Of Disputes .....	85
• 8.1 Amicable Settlement.....	85
• 8.2 Dispute Resolution .....	85
III. Special Conditions of Contract .....	86
IV. Appendices .....	90
Appendix A – Description of Services .....	90
Appendix B - Reporting Requirements .....	90
Appendix C - Key Personnel and Sub-Consultants.....	90
Appendix D - Breakdown of Contract Price in Foreign Currency .....	90
Appendix E - Breakdown of Contract Price in Local Currency.....	90
Appendix F - Services and Facilities Provided by the Client .....	90
Appendix G - Form of Advance Payments Guarantee.....	90

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## CONTRACT FOR CONSULTANTS' SERVICES

**Lump-Sum**

Between

**Project Director, OCTDMS** for

Odisha Integrated Irrigation Project for Climate Resilient Agriculture

[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 final text)

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

*[Note: 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/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (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, and personnel 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 from the International Bank for Reconstruction and Development (hereinafter called the "Bank") *[or a credit from the International Development Association (hereinafter called the "Association")]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Client and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* 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;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix*]
 

Appendix A: Description of Services_____	Not used
Appendix B: Reporting Requirements_____	Not used
Appendix C: Key Personnel and Sub-Consultants_____	Not used
Appendix D: Breakdown of Contract Price in Foreign Currency	Not used
Appendix E: Breakdown of Contract Price in Local Currency	Not used
Appendix F: Services and Facilities provided by the Client	Not used
Appendix G: Form of Advance Payment Guarantee	Not used
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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

---

*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

---

*[Authorized Representative]*

**[Note:** *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner.*]

For and on behalf of each of the Members of the Consultant

*[name of member]*

---

*[Authorized Representative]*

*[name of member]*

---

*[Authorized Representative]*

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (c) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the Client's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of the Client's country.
- (j) "Local Currency" means the currency of the Client's country.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the Client or the Consultant, as the case may be,

and "Parties" means both of them.

- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

- 1.2 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 Language** This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
  - 1.4.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 SC.
  - 1.4.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location** 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.

- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC 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.
- 1.7 Authorized Representatives** 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 SC.
- 1.8 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
- 1.9 Fraud and Corruption** If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).
- Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then those personnel shall be removed in accordance with Sub-Clause 4.2.
- 1.9.1 Definitions** For the purposes of this Sub-Clause, the terms set-forth below are defined 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>6</sup>;
  - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>7</sup>;
  - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>8</sup>;
  - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>9</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 provided for under Clause 3.8.

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<sup>6</sup> "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 procurement decisions.

<sup>7</sup> A "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>8</sup> "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

<sup>9</sup> A "party" refers to a participant in the selection process or contract execution.

- 1.9.2 Measures to be Taken**
- (vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
  - (vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

**1.9.3 Commissions and Fees** The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents 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, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## **2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the

Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

## **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time** 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.

**2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

**2.6.1 By the Client** 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 GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) 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 comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.6.2 By the  
Consultant**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (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 GC 7 hereof within forty-five (45) 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) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
  - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **3.0 OBLIGATIONS OF THE CONSULTANT**

- 3.1 Standard of Performance** The Consultant shall perform the Services and carry out their obligations hereunder 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 faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.
- 3.2 Conflict of Interests** 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.
- 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** 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 services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel 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 Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (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, as shall be specified in the SC; and (b) 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 have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.

- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and 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.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing**
- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect its 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 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures.).

#### 4.0 CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
  - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
  - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### 5.0 OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the

**Law Related to Taxes and Duties** remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

**5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

## **6.0 PAYMENTS TO THE CONSULTANT**

**6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

**6.2 Contract Price**

(a) The price payable in foreign currency/currencies is set forth in the SC.

(b) The price payable in local currency is set forth in the SC.

**6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

**6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

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- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

## **7.0 GOOD FAITH**

- 7.1 Good Faith** 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.

## **8.0 SETTLEMENT OF DISPUTES**

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

### III. SPECIAL CONDITIONS OF CONTRACT

(Clauses in brackets { } are optional; all notes should be deleted in final text)

NUMBER OF GC CLAUSE	AMENDMENTS OF, AND SUPPLEMENTS TO, CLAUSES IN THE GENERAL CONDITIONS OF CONTRACT
1.1(a)	The words "in the Government's country" are amended to read "in <i>India</i> ."
1.2	The language/s is: English
1.3	The addresses are:  Client: Attention:  Consultant:  Attention :
1.4	The Authorized Representatives are: For the Client: For the Consultant: _____
1.5	<p><b>1.8.1</b> For domestic consultants/ sub-consultants / personnel and foreign consultants/ personnel who are permanent residents in India The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p><b>1.8.2</b> The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India and shall provide the registration number to the client. Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
2.2	The date for the commencement of Services is within 1 <i>week after award</i>
2.3	The assignment would be for one year from the date of signing of contract. The contract may be renewed for another one year subject to requirement of

the project and performance of the consultant in the current year.

- 3.4** The risks and the coverage shall be as follows:
- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.
  - (b) Third Party liability insurance, with a minimum coverage of *cost of agreement*;
  - (c) Professional liability insurance, with a minimum coverage of *Rs. One million*;
  - (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
  - (e) insurance against loss of or damage to
    - i. equipment purchased in whole or in part with funds provided under this Contract,
    - ii. the Consultant's property used in the performance of the Services,
    - iii. any documents prepared by the Consultant in the performance of the Services.
- 3.7 (b)** The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
- 5.1** *Not applicable.*
- 6.2 (b)** The amount in local currency is *[insert amount]*.
- 6.4** The accounts are:  
for local currency: *[insert account]*  
Payments shall be made according to the following schedule of Payment Schedule enclosed at **Table at Clause-9 of ToR.**
- 6.5** The interest rate is: for local currency: **01 % per annum**

**8.0** Disputes shall be settled by arbitration in accordance with the following provisions:

**8.2.1 Selection of Arbitrators**

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one 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 arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SCC 8.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant

to such application shall be the sole arbitrator for that dispute.

8.2.2 **Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where 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.

8.2.3 **Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

8.2.4 **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

8.2.5 **Miscellaneous**

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bhubaneswar, India.
- (b) The English language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- (d) All disputes arising out of the contract will be raised in the High Court of Odisha or in the Courts of Common Law within jurisdiction of **High Court Odisha** only.

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## IV. APPENDICES

### APPENDIX A – DESCRIPTION OF SERVICES

**Note:** Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

### APPENDIX B - REPORTING REQUIREMENTS

**Note:** List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

### APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

**Note:** List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for Key local Personnel.

### APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

**Note:** List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses.

*This appendix will exclusively be used for determining remuneration for additional Services.*

### APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

**Note:** List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

*This appendix will exclusively be used for determining remuneration for additional services.*

### APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

**Note:** List here the services and facilities to be made available to the Consultant by the Client.

### APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

**Note:** See Clause GC 6.4 and Clause SC 6.4.

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