

Credit Rating of 16 Selected Urban Local Bodies of Haryana

Credit #: 4997- IN

Contract No. CBUD/FIN/

between

Directorate of Urban Local Bodies, Government of Haryana

Bay No. 11-14, Sector - 4 Panchkula – 134112,

Haryana, India

And

ICRA Limited

Building No. 8, 2nd Floor, Tower-A,

DLF Cyber City, Phase II,

Gurgaon-122002,Haryana

Dated: 02.08.2017



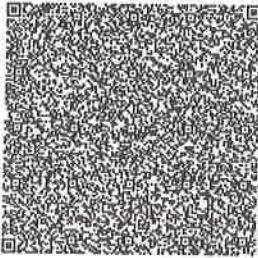
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Certificate No.	: IN-DL93716563215448P
Certificate Issued Date	: 15-Jun-2017 03:42 PM
Account Reference	: IMPACC (IV)/ di777403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL77740388226096600748P
Purchased by	: ICRA LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ICRA LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: ICRA LTD
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



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This is part and parcel of Rating/Grading Agreement signed between ICRA Limited and Directorate of Urban Local Bodies Haryana on this 20th day of June, 2017.



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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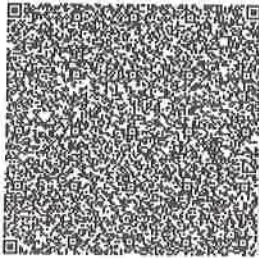
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Certificate No.	: IN-DL93716362339783P
Certificate Issued Date	: 15-Jun-2017 03:41 PM
Account Reference	: IMPACC (IV)/ dl777403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL77740388226127295122P
Purchased by	: ICRA LTD
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ICRA LTD
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Gurgaon-122002, Haryana

Dated: 02.08.2017



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CONTRACT AGREEMENT

This CONTRACT (hereinafter called the "Contract") is made the 2nd day of the month of Aug. 2017, between, on the one hand **Directorate of Urban Local Bodies, Government of Haryana**

(hereinafter called the "Client") and, on the other hand, **ICRA Limited** (hereinafter called the "Consultant").

WHEREAS

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



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NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

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

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

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

For and on behalf of *Directorate of Urban Local Bodies, Government of Haryana*

(*Er.O.P Goel*)
Chief Enginner

For and on behalf of *ICRA Limited*

J. Chatterjee
(*Jayanta Chatterjee*)
Executive Vice President



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II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

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



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

2. Relationship between the Parties

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



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



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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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



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

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

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



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

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

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

18. Suspension

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

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;



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

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

b. By the Consultant

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

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



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

d. Cessation of Services

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

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

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



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

**b. Law
Applicable to
Services**

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

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

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

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

**21. Conflict of
Interests**

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

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

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

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



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account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 See Page 35

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

22. Confidentiality

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

23. Liability of the Consultant

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

24. Insurance to be Taken out by the Consultant

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



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**25. Accounting,
Inspection and
Auditing**

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

25.2 See Page 35

**26. Reporting
Obligations**

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

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

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

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

**28. Equipment,
Vehicles and
Materials**

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



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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

30. Replacement of Key Experts

30.1 *Except as the client may otherwise agree in writing, no changes shall be made in the key Experts.*

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

31. Removal of Experts or Sub-consultants

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

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

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

31.4 The Consultant shall bear all costs arising out of or incidental



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to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

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

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

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property



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thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

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

35. Services, Facilities and Property of the Client

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

36. Counterpart Personnel

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

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

37. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

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

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



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

39. Taxes and Duties

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

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

40. Currency of Payment

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

41. Mode of Billing and Payment

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

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

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

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

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



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

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

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

42. Interest on Delayed Payments

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

G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

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

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

45. Dispute Resolution

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



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II. General Conditions

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

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

“Fraud and Corruption

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁷;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁸;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁹;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹⁰;

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

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

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



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(v) “obstructive practice” is

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures¹¹, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated¹² sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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

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

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



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III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of INDIA
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Er. O.P Goel Chief Engineer Directorate of Urban Local Bodies, Government of Haryana Bay No. 11-14, Sector - 4 Panchkula- 134112 Haryana Ph No. +91-172-2570021 Email- cedulb@gmail.com</p> <p>Consultant: Jayanta Chatterjee Executive Vice President ICRA Limited Building No. 8, 2nd Floor, Tower-A,DLF Cyber City, Phase-II,Gurgaon- 122002 Haryana Phone No: 09845022459, (080) 43326400, jayantac@icraindia.com</p>
8.1	N/A
9.1	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p>Er. O.P Goel, Chief Engineer Directorate of Urban Local Bodies, Government of Haryana Bay No. 11-14, Sector - 4 Panchkula - 134112 Haryana</p>



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	<p>For the Consultant:</p> <p>Jayanta Chatterjee Executive Vice President ICRA Limited Building No. 8, 2nd Floor, Tower-A, DLF Cyber City, Phase-II, Gurgaon- 122002 Haryana</p>
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12.1	Termination of Contract for Failure to Become Effective: The time period shall be : One Month
13.1	Commencement of Services: The number of days shall be : Fifteen Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be : Six Months
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 No _____



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23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds three times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of equal to the value of Contract Price;</p> <p>(b)</p>



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	(e)
27.2	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.]
32.1 (f)	<p>The Client will provide the following inputs and facilities: Introducing the Consultant to the relevant Urban Local Body (ULB) and State-level Department.</p> <p>The Urban Local Body will: The concerned cities ULB (Client Representative) will make best efforts in providing relevant data, information, and reports deemed necessary for the assignment.</p>
38.1	<p>The Contract price is: INR 7,20,000/- exclusive of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall "be paid" or "reimbursed" by the Client "to" the Consultant.</p> <p>The amount of such taxes is INR 1,29,600/- (as per current GST rate i.e 18%) the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</p>
39.1 and 39.2	<p><u>For domestic consultants/sub-consultants / personnel and foreign consultants/personnel who are permanent residents in India</u></p> <p>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>



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	<p>39.3</p> <p>(c) The client shall pay Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration Number to the client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
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41.2	<p>The accounts are:</p> <p>for foreign currency or currencies: <i>[insert account]</i></p> <p>for local currency: <i>[insert account]</i></p> <ol style="list-style-type: none"> 1. The payment will be city linked. The Contract Price will be averaged out for each city by dividing the total contract price by the number of cities under this assignment. 2. The payment will be released by the client for that city on submission and approval of deliverable for concerned Urban Local Body 3. Payments shall be made according to the following schedule: <p>Payment Arrangement</p> <p>The State Government shall monitor and review the progress of the assignment. The recommendations of State Government for payment as per contract shall be forwarded to Ministry of Urban Development through a confirmatory mail or hand copy. Based on State Government's recommendations, the payment shall be made to Consulting Firm directly by Ministry of Urban Development under CBUD Project.</p> <p>Payment Schedule</p> <p>Twenty Percent (20%) of the contract price shall be paid on submission of Inception Report.</p> <p>Forty Percent (40%) of the contract price will be on submission of Draft Final report to State government, ULBs and approved by /State Government.</p> <p>Forty Percent (40%) of the contract price will be paid on acceptance of Credit assessment report by the State Government.</p> <p>The due date for payment shall be 15 days after the receipt of bills/invoice.</p>
41.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment as indicated in SCC 41.2 (a) shall be made within 45 days after the receipt of an advance bank payment



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	<p>guarantee by the Client.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency(ies) of the advance payment.</p> <p>(3) The demand guarantee shall be released when the total payments reach fifty (50) percent of the total contract price.</p>
41.2.4	<p>The accounts are:</p> <p>for local currency: 00032320000122</p> <p>HDFC Bank Ltd</p> <p>G-3/4, Surya Kiran Building</p> <p>19, Kasturba Gandhi Marg</p> <p>New Delhi – 110001</p> <p>RTGS / IFSC – HDFC00000003</p> <p>MICR - 110240001</p>
42.1	<p>The interest rate is: Not Applicable</p>



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[Signature]
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45.1

[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]

45.1(a) see page 35

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

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:
 - (a) Where the Parties agree that the dispute concerns a technical matter, they may each appoint an arbitrator and such appointed arbitrators shall appoint a third arbitrator and the arbitration proceedings will be held as per the UNCITRAL model.
 - (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall



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	<p>jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>Registrar, The Indian Council of Arbitration, New Delhi</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Registrar, The Indian Council of Arbitration, New Delhi</i>, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p>



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	(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>;</p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>



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ICRA confirms the following points are integral part of this contract between **ICRA Limited** and **Directorate of Urban Local Bodies, Government of Haryana.**

General Conditions of Contract

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

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

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

Special Conditions of Contract

45.1 (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 [Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Chairman (Delhi State Centre), The 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.



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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

APPENDIX B - KEY EXPERTS

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

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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



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APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

Bank Guarantee for Advance Payment

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

Beneficiary: _____ [Name and Address of Client]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest when total payment reach 50% of the lump sum amount, or on the ___ day of _____, 2____,²

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

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in



Satish Goel
XEN-I

O.P. GOYAL, CE
ULB (H.Q.)

whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

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

writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

3 The Bank guarantee shall be of Schedule Bank only



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ULB (H.Q.)



ICRA

FORM FIN-2 TOWN WISE BREAKUP OF FINANCIAL PROPOSAL

No.	City	Price (in Indian Rupees) – Excluding Service Tax
1.	Ambala City / Ambala Sadar	45,000/-
2.	Bahadurgarh	45,000/-
3.	Bhiwani	45,000/-
4.	Hisar	45,000/-
5.	Jagadhari / Yamuna Nagar	45,000/-
6.	Jind	45,000/-
7.	Kaithal	45,000/-
8.	Karnal	45,000/-
9.	Palwal	45,000/-
10.	Panchkula	45,000/-
11.	Panipat	45,000/-
12.	Rewari	45,000/-
13.	Rohtak	45,000/-
14.	Sirsa	45,000/-
15.	Sonipat	45,000/-
16.	Thanesar	45,000/-
	Total (to be carried to FIN – 1)	7,20,000/-



Satish Goel
XEN-I

G.P. GOYAL, CE
ULB (H.Q.)



ICRA

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	Amit Arora
Date of Birth:	14/10/1981
Country of Citizenship/Residence	India

Education:

Institute, Location	Year of Passing	Degree / Diploma	CGPA/Percentage
ICFAI Busines School, ICFAI University	2005	MBA	7.93/10
Shaheed Bhagat Singh College, Delhi University	2002	B. Com (Honours)	64%

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
June 2007 till date	ICRA Limited, Gurgaon Current Designation: Assistant Vice President For references: Manish Ballabh, Vice President Ph: 0124 4545812 Mob: 9971134397	India	<ul style="list-style-type: none">Lead a team of six analysts covering about 300 issuers including Government entities

Membership in Professional Associations and Publications:

S. No.	Organisation	Type	Validity
1			
2			
3			
4			

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



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ULB (H.Q.)



ICRA

	To Speak	To Read	To Write
English	excellent	excellent	excellent
Hindi	excellent	excellent	excellent

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
Leading the team of analysts, meeting with the ULB/State officials, quality check of the analysis and reports, presentation to the ULB/State	<ul style="list-style-type: none"> Lead a team of six analysts covering about 300 issuers including Government entities

Expert's contact information: (Email ID/Phone/Mobile): amita@icraindia.com/ 0124 4545318/ 9891466502

Certification:

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

Name

Name of Expert

AMIT ARORA

Signature

Date

21/06/17
{day/month/year}

Sayanta Chatterjee

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

S. Chatterjee
Signature

21/6/17 Date



Satish Goel
XEN-I

O.P. GOYAL, CE
ULB (H.Q.)



ICRA

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	Arun Kumar
Date of Birth:	26/07/1987
Country of Citizenship/Residence	India

Education:

Institute, Location	Year of Passing	Degree / Diploma	CGPA/Percentage
ICAI	2011	Chartered Accountant	59%
Delhi University	2007	B.Com (Hons)	59%

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
	ICRA Limited, Gurgaon Analyst For references: Amit Arora Assistant Vice Preside Ph: 0124-4545318 Mob: 9891466502	India	<ul style="list-style-type: none"> Handling bank loan ratings for mid corporate companies Handling clients from diverse industries such as textiles, construction, consumer durables, infrastructure, healthcare and hospitality Activities in carrying out bank loan ratings involves analysing business fundamental, financial strengths and weaknesses of an obligor along with prediction of future cash flows to gaze the repayment ability of the obligor.

Membership in Professional Associations and Publications:

S. No.	Organisation	Type	Validity
1	Institute of Chartered Accountants of India	Associate Member	Lifetime

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

	To Speak	To Read	To Write
English	Excellent	Excellent	Excellent
Hindi	Excellent	Excellent	Excellent



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ULB (H.Q.)



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Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
Meeting with the ULB/State officials, gathering of information, data processing and analysis, preparation of rating reports and other documents	Job description includes meeting with clients and understanding their business model, and inherent opportunities and challenges in the business. Collating information pertaining to the assignment, processing and analysis of the data collected, preparation of the rating report and presentation before the rating committee of ICRA.

Expert's contact information: (Email ID: arun.kumar@icraindia.com; Mobile: 9958747939)

Certification:

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

Name

21/6/17

Arun Kumar

Signature

Date

{ 21/6/17 }

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

Signature

Date



Satish Goel
XEN-I

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ULB (H.Q.)



ICRA

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	Rashmi Agarwal
Date of Birth:	June 15, 1990
Country of Citizenship/Residence	India

Education:

Institute, Location	Year of Passing	Degree / Diploma	CGPA/Percentage
The Institute of Chartered Accountants of India	2011	C.A.	62.63%
The Institute of Company Secretaries of India	2011	C.S.	53.88%
Shri Shikshayatan College, Kolkata	2010	B.Com	64.38%

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
March 2012 - Present	ICRA Limited, Gurgaon Analyst For references: Name: Manish Ballabh Designation: Vice President Mob: 9971134397	India	<ul style="list-style-type: none"> Worked on the Bank Loan Ratings (BLR) for the Mid Corporate Group and on SME ratings Worked on the credit rating of around 100 issuers for BLR and around 200 issuers for SME Analysed financial statements, operational data, industry scenario and other relevant factors to identify key credit strengths/ concerns

Membership in Professional Associations and Publications:

S. No.	Organisation	Type	Validity
1.	The Institute of Chartered Accountants of India	Associate Member	Lifetime

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

	To Speak	To Read	To Write
English	Excellent	Excellent	Excellent
Hindi	Excellent	Excellent	Excellent



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Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
Meeting with the ULB/State officials, gathering of information, data processing and analysis, preparation of rating reports and other documents	Worked on the credit rating of more than 100 issuers in BLR and more than 200 issuers in SME and have around five years experience in gathering and processing information and preparation of reports for credit rating.

Expert's contact information: (Email ID: rashmi.agarwal@icraindia.com, Mobile: 9910796998)

Certification:

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

Name

 Rashmi Agarwal *Rashmi Agarwal* 21/6/17
 Signature Date

J. Chatur {day/month/year}
 Signature Date

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



Satish Goel
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[Signature]
 O.P. GOYAL, CE
 ULB (H.Q.)



ICRA

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	Gaurav Singla
Date of Birth:	06/07/1983
Country of Citizenship/Residence	India

Education:

Institute, Location	Year of Passing	Degree / Diploma	CGPA/Percentage
JBIMS Mumbai	2009	MMS	71.9%
NIT Kurukshetra	2004	B tech(Electrical)	73.6%

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
Feb 2012 to Present	ICRA Limited, Gurgaon Senior Analyst For references: Manish Ballabh Vice President Ph: 0124-4545812 Mob: 9971134397	India	<ul style="list-style-type: none"> Worked on bank loan ratings for mid corporate group Worked on credit rating of over 200 clients Analyzed financial statements, industry dynamics, operational data in order to arrive at credit strengths/weaknesses

Membership in Professional Associations and Publications: NA

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

	To Speak	To Read	To Write
English	Excellent	Excellent	Excellent
Hindi	Excellent	Excellent	Excellent

Adequacy for the Assignment:

Detailed Tasks Assigned on	Reference to Prior Work/Assignments that Best
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ULB (H.Q.)



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Consultant's Team of Experts:	Illustrates Capability to Handle the Assigned Tasks
Meeting with the ULB/State officials, gathering of information, data processing and analysis, preparation of rating reports, presentation to the ULB/State	Worked on credit rating of more than 200 issuers, analyzed information, industry dynamics etc to arrive at credit strengths/weaknesses

Expert's contact information: (gaurav.singla@icraindia.com/9711277263)

Certification:

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

Name

21/6/17

Name of Expert
Gaurav Singla

Signature

Date

Gaurav Singla

Signature

{day/month/year}

21/6/17

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

Signature

Date



Satish Goel
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Signature
S.P. GOYAL
ULB (H.Q.)



ICRA

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	SHEETAL SHARAD
Date of Birth:	25/11/1982
Country of Citizenship/Residence	India

Education:

Institute, Location	Year of Passing	Degree / Diploma	CGPA/Percentage
Department of Management Studies, IIT Madras	2006	MBA	9.4 Gold Medallist
Shri Vaishnav Institute of Technology and Science, Rajiv Gandhi Technical University	2004	B.E.(Electronics and Telecommunication)	76%

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
Sep 2008 to present	ICRA Limited, Gurgaon Assistant Vice President, Team Leader- Mid Corporate Group For references: Manish Ballabh Vice President Ph: 0124-4545 812 Mob: 9971134397	India	<ul style="list-style-type: none"> Leading a team of analysts who are responsible for bank loan ratings of corporates. Handled various credit rating assignments across sectors and debt instruments. Interacted with various stake holders as part of the assignments. Part of rating committee that assigns ratings to mid corporate companies.
June 2006 to Aug 2008	ICICI Bank Ltd Assistant Manager Corporate Banking Group	India	<ul style="list-style-type: none"> Handled various credit appraisal and debt sanctioning assignments across sectors and debt instruments for large corporate companies. Interacted with various stake holders as part of the assignments.

Membership in Professional Associations and Publications:

S. No.	Organisation	Type	Validity
1	IIT Madras	<p>"PPP (Public Private Partnership) in Greenfield Airport Development: A Case Study of Cochin International Airport Limited."</p> <p>Paper published in 'Policy, Finance and Management for Public Private Partnerships', published by Blackwell Publishing.</p>	Published in 2009



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ULB (H.Q.)



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

	To Speak	To Read	To Write
English	Yes	Yes	Yes
Hindi	Yes	Yes	Yes

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
Leading the team of analysts, meeting with the ULB/State officials, quality check of the analysis and reports, presentation to the ULB/State	<ul style="list-style-type: none"> Leading a team of analysts who are responsible for bank loan ratings. Handled various credit rating assignments across sectors and debt instruments. Interacted with various stake holders as part of the assignments. Part of rating committee that assigns ratings to mid corporate companies.

Expert's contact information: sheetal.sharad@icraindia.com
0124-4545374

Certification:

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

Name SHEETAL SHARAD

21/6/19

Name of Expert

Signature

Date

Sayanka Gately

21/6/19
{day/month/year}

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

Signature

Date



Satish Goel
XEN-I

D.P. GOYAL, CE
ULB (H.Q.)



ICRA

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	Shubham Gupta
Date of Birth:	05/10/1987
Country of Citizenship/Residence	India

Education:

Institute, Location	Year of Passing	Degree / Diploma	CGPA/Percentage
ICFAI, Hyderabad	2010	MS (Finance)	7.80
CCS University, Meerut	2008	B.Com	60%

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
	ICRA Limited, Gurgaon Analyst For references: Manish Ballabh Vice President Ph: 0124-4545812 Mob: 9971134397	India	<ul style="list-style-type: none"> Worked on bank loan ratings for mid corporate group Worked on credit rating of over 250 clients Analyzed financial statements, industry dynamics, operational data in order to arrive at credit strengths/weaknesses

Membership in Professional Associations and Publications:NA

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

	To Speak	To Read	To Write
English	Excellent	Excellent	Excellent
Hindi	Excellent	Excellent	Excellent

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
Meeting with the ULB/State officials, gathering of information, data processing and analysis, preparation of rating	Worked on credit rating of more than 250 issuers, analyzed information, industry dynamics etc to arrive at credit strengths/weaknesses



Satish Goel
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O.P. GOYAL, CE
ULB (H.Q.)



ICRA

reports, presentation to the ULB/State

Expert's contact information: (shubham.gupta@icraindia.com/8800754634)

Certification:

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

Name

Shubham Gupta

Signature

Date

{02/May/2017}

21/6/17

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

Signature

Date



Satish Goel
XEN-I

S. GOEL CE
ULB (H.Q.)



ICRA

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	Uday Kumar
Date of Birth:	31/12/1984
Country of Citizenship/Residence	India

Education:

Institute, Location	Year of Passing	Degree	Percentage
The Institute of Chartered Accountants of India (ICAI), New Delhi	2009	CA	54.13
Tilka Manjhi Bhagalpur University, Bhagalpur	2005	B.Com (H)	68.63

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
March 2010 to present	ICRA Limited, Gurgaon Designation- Analyst For references: Mr. Manish Ballabh Designation: Vice President Contact No.: 9971134397	India	<ul style="list-style-type: none"> Worked on the credit rating/grading of more than 300 entities including ULBs, bank loan and SMEs Analysed financial statements, operations, and other relevant factors to determine financial position and identify key credit strengths/concerns

Membership in Professional Associations and Publications:

S. No.	Organisation	Type	Validity
1	The Institute of Chartered Accountants of India (ICAI)	Associate member	Life time

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

	To Speak	To Read	To Write
English	Excellent	Excellent	Excellent
Hindi	Excellent	Excellent	Excellent

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
Meeting with the ULB/State officials,	Worked on the credit rating of more than 300 issuers.



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ULB (H.Q.)



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gathering of information, data processing and analysis, preparation of rating reports and other documents

including ULB's and has around seven years experience in gathering and processing of information. Undertake detailed discussions with various stake holders such as inventors, bankers, auditors, and with the company's senior management, to prepare reports for credit rating.

Expert's contact information: (Email ID: uday.kumar@icraindia.com, Phone: 9871730880)

Certification:

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

Uday Kumar

21/6/17

Name of Expert

Signature

Date
{day/month/year}

Gayatri Chaturj

21/6/17

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

Signature

Date



Satish Goel
XEN-I

O.P. GOYAL, CE
ULB (H.Q.)



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CURRICULUM VITAE (CV)

Position Title and No.	K-1, Team Leader
Name of Expert:	Manish Pathak
Date of Birth:	12/11/1979
Country of Citizenship/Residence	India

Education:

Institute, Location	Year of Passing	Degree / Diploma	CGPA
Amity University, Uttar Pradesh	January 2008 to December 2009	PG Diploma in Financial Management	7.00
CEPT University, Ahmedabad	August 2004 to July 2006	M. Tech. (Urban & Regional Planning)	7.50
Pune University, Pune	August 1997 to July 2002	B' Arch. (Architecture)	6.21

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
May 2007 to Till date	ICRA Limited, Gurgaon Assistant Vice President For references: Mr. Jayanta Roy, Senior Vice President Ph: 033 71501120; Mob: 9903394664	India	<ul style="list-style-type: none"> Team leader for the credit rating of Urban Local Bodies (ULBs) under AMRUT and Smart Cities Mission promoted by Ministry of Urban Development (MoUD), Government of India (GoI). Worked on the Credit Rating of Urban Local Bodies, Urban Development Authorities, Water Supply and Sewerage Boards/Entities, Solid Waste Management Entities, State Road Transport Corporations and Other State Governments entities. Worked on the credit rating of 15 Urban Local Bodies (ULBs) under Jawaharlal Nehru National Urban Renewal Mission (JNNURM) promoted by Ministry of Urban Development (MoUD), Government of India (GoI). Worked on the credit rating of other entities providing municipal service under PPP model.
August 2006 to May 2007	CRISIL Limited, Delhi Associate Analyst	India	<ul style="list-style-type: none"> Worked on City Development Plans (CDPs) under JNNURM & Urban Infrastructure Development Scheme for Small and Medium Towns (UIDSSMT) in Haryana, Gujarat and Maharashtra.



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ULB (H.Q.)



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			<ul style="list-style-type: none"> Also, involved in World Bank funded City Assessment and Development Strategies (CADS) project for Veeraval in Gujarat, promoted and managed by Gujarat Urban Development Company Limited (GUDCoL).
February 2004 to July 2004	Ask Consultants, Indore Architect	India	<ul style="list-style-type: none"> Worked on various architectural projects. The responsibilities held in the office involved designing and discussions with the client and site visits.
February 2003 to November 2003	Unique Architects, Mumbai Architect	India	<ul style="list-style-type: none"> Worked on various architectural projects. The responsibilities held in the office involved designing, preparing working drawings, coordinating with other consultants and management of the office.
May 2002 to August 2002	Nagpal Consultants Pvt. Ltd, Pune Assistant Architect	India	<ul style="list-style-type: none"> Worked on architectural and working drawings.

Membership in Professional Associations and Publications:

S. No.	Organisation	Type	Validity
1	Council of Architecture, India	Registered Architect	Life time
2	Indian Institute of Architects, India	Associate Member	Life time
3	Institute of Town Planners, India	Associate Member	Life time
4	Institute of Urban Transport (India)	Member	Life time

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

	To Speak	To Read	To Write
English	Excellent	Excellent	Excellent
Hindi	Excellent	Excellent	Excellent
Gujarati	Fair	No	No
Marathi	Fair	No	No

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
Leading the team of analysts working on the credit rating exercise. Meeting with the ULB/State officials, quality check of the reports prepared by the analysts, presentation to the ULB/State	<p>Team leader for the credit rating of Urban Local Bodies (ULBs) under AMRUT and Smart Cities Mission promoted by Ministry of Urban Development (MoUD), Government of India (GoI).</p> <p>Worked on the credit rating of 15 ULBs under Jawaharlal Nehru National Urban Renewal Mission (JNNURM) promoted by the MoUD, GoI.</p>



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	<p>Worked on the credit rating of other entities providing municipal service under PPP model.</p> <p>Worked on the Credit Rating of Urban Local Bodies, Urban Development Authorities, Water Supply and Sewerage Boards/Entities, Solid Waste Management Entities, State Road Transport Corporations and Other State Governments entities.</p>
--	--

Expert's contact information: (manishp@icraindia.com, Ph : 0124 4545397; Mob : 9971106848)

Certification:

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

Manish Pathak

21/6/17

Name of Expert

Signature

Date

Sayanka Chatterjee

21/6/17
{day/month/year}

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

Signature

Date



Satish Goel
XEN-I

O.P. GOYAL, CE
ULB (H.Q.)



ICRA

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	Ruchi Gadia
Date of Birth:	15/08/1989
Country of Citizenship/Residence	India

Education:

Institute, Location	Year of Passing	Degree / Diploma	CGPA/Percentage
Birla Institute of Technology and Science, Pilani	2011	M.Sc. (Hons), Economics	6.94

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
	ICRA Limited, Gurgaon Analyst For references: Amit Arora Assistant Vice President Ph: 0124-4545318 Mob: 9891466502	India	<ul style="list-style-type: none"> Working on bank loan ratings for mid corporate group Working on credit rating of various clients from diverse industries such as edible oil, textiles, consumer durables and engineering Process of carrying out bank loan ratings involves analysing business structure, financial strengths and weaknesses, industry dynamics and operational data along with the prediction of future cash flows

Membership in Professional Associations and Publications:NA

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

	To Speak	To Read	To Write
English	Excellent	Excellent	Excellent
Hindi	Excellent	Excellent	Excellent



Satish Goel
XEN-I

O.P. GOYAL, CE
ULB (H.Q.)



ICRA

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
Meeting with the ULB/State officials, gathering of information, data processing and analysis, preparation of rating reports, presentation to the ULB/State	Working profile comprises of client interaction in order to understand the business model and various strengths and weaknesses of the company. Collecting and analysis of the data received, preparation of the report and the presentation of the same in front of the rating committee Responsible for credit rating of various clients from diverse industries such as edible oil, textiles, consumer durables and engineering

Expert's contact information: (ruchi.gadia@icraindia.com; Mobile: +91 9818771281)

Certification:

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

Name

Ruchi Gadia

Signature

Date

21/6/17

Sanyata Chatur

S- Chatur

(21/6/17)

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

Signature

Date



Satish Goel
XEN-I

O.P. GOYAL/CE
ULB (H.Q.)



ICRA

CURRICULUM VITAE (CV)

Position Title and No.	
Name of Expert:	Pallavi Singh
Date of Birth:	7/2/1989
Country of Citizenship/Residence	India

Education:

Institute, Location	Year of Passing	Degree / Diploma	CGPA/Percentage
Ajay Kumar Garg Engineering College, Uttar Pradesh Technical University	2010	Engineering	65%
ICFAI, Gurgaon	2012	M.B.A	7.5 CGPA

Employment record relevant to the assignment:

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
April 2015 - Present	ICRA Limited, Gurgaon Sr. Associate Analyst For references: Name: Sheetal Sharad Designation: Asst. Vice President Mob: 9711116880	India	<ul style="list-style-type: none"> Worked with over 100 companies in their credit ratings and rating reviews with proven success in assisting issuers in managing the rating process Lead analyst spanning a multitude of sectors including Construction, Real Estate, Pharmaceuticals, Education, Hospitality and Healthcare
October 2014- March 2015	Indusind Bank Limited, Delhi Credit Analyst	India	<ul style="list-style-type: none"> Underwriting and structuring the credit proposal for business loan (both fund based and non-fund based) for the corporates based on comprehensive risk analysis to mitigate various risk associated with the proposal. Analysis included financial performance trends, projections and ratio analysis along with analysing fund flow and cash flow statement.
July 2012 - September 2014	Credit Analysis & Research Limited, Delhi Analyst	India	<ul style="list-style-type: none"> Authored credit reports through analyzing credit risk of bank loans issued to companies across various sectors and issue credit ratings in view of Basel II guidelines.



Satish Goel
XEN-I

O.P. GOYAL, CE
ULB (H.Q.)



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Membership in Professional Associations and Publications:

S. No.	Organisation	Type	Validity
1	NA		

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

	To Speak	To Read	To Write
English	Yes	Yes	Yes
Hindi	Yes	Yes	Yes

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
Leading the team of analysts, meeting with the ULB/State officials, quality check of the analysis and reports, presentation to the ULB/State	<ul style="list-style-type: none"> Worked with over 100 companies in their credit ratings and rating reviews with proven success in assisting issuers in managing the rating process Lead analyst spanning a multitude of sectors including Construction, Real Estate, Education, Hospitality and Healthcare

Expert's contact information: (pallavi.singh@icraindia.com, Mobile: 9868305541)

Certification:

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

 Name

Pallavi Singh

Signature

Date

 Jayank Chatur

 Signature
 J. Chatur

 02/05/2017
 {day/month/year}
 21/6/17

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

Signature

Date


 Satish Goel
 XEN-I

 O.P. GOYAL, CE
 ULB (H.Q.)