

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: AIWTDS/47/2017/457

PREPARATION OF DETAILED PROJECT REPORT (DPR) ALONG WITH FRONT END ENGINEERING DESIGN, DRAWINGS, TENDER DOCUMENTS AND MODULARIZATION OF DESIGN ELEMENTS FOR DEVELOPMENT OF FERRY SERVICES IN ASSAM

Client: Assam Inland Water Transport Development Society (AIWTDS), Government of Assam, Near Ulubari, Flyover, Guwahati-781007

Country: INDIA

Project: Assam Inland Water Transport Project [P157929]

Issued on:03-April-2018

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PART I

Section 1. Letter of Invitation

RFP No. **AIWTDS/47/2017/457** ;
Guwahati, 03-04-2018

Loan/Credit/Grant No. IBRD /P4830

Dear Mr./Ms.:

1. The Government of Assam (hereinafter called “Borrower”) has applied for financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a loan (hereinafter called “loan”) toward the cost of Assam Inland Water Transport Project. The Assam Inland Water Transport Development Society (AIWTDS), intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the *State Project Director, Assam Inland Water Transport Development Society*, and will be subject, in all respects, to the terms and conditions of the loan¹ agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): ***Preparation of Detailed Project Report (DPR) along with Front End Engineering Design, Drawings, Tender Documents And Modularization Of Design Elements For Development of Ferry Services in Assam***
3. More details on the Services are provided in the Terms of Reference (Section 7).

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

4. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

S.No	Name& Address of the Consultancy Firm	Country
1	Inros Lackner, Linzer Str.3, D-28359 Bremen	Germany
2	Spectrum Techno Consultants Pvt. Ltd, 401, Raikar Bhavan, Plot No.9, Sector 17, Vashi, Navi Mumbai , 400703	India
3	AECOM India Pvt Ltd, 5 th Floor, Tower B, Building No.10, DLF Cyber City, DLF Phase II , Gurgaon 122002, Haryana, India	India
4	Tata Consulting Engineers Limited, Unit no. ND 1502 & SB 1501, 15 th Floor, Empire Tower Cloud City Campus Thane, Navi Mumbai, India	India
5	Urban Mass Transit Company Ltd & Ac- quatecno Jaishree Jindel, 2 nd Floor, Corporate Office Tower, Ambience Mall Complex, NH-8, Gurgaon 122002, Haryana , India	India
6	Tractebel Engineering Pvt Ltd, Intec House, 37, Institutional Area, Sector 44, Gurgaon 122002, India	India
7	Howe Engineering Projects (India) Pvt Ltd. E102, Sanskar Appartment, Opposite Karnawti Club, S.G. Highway Satellite, Ahmedabad, 380015	India
8	HaskoningDHV Consulting Pvt. Ltd Platinum Techno Park 502-505, 5 th Floor, Plot No. 17 & 18, Sector 30A, Navi Mumbai 400703, Maharashtra	India

5. It is not permissible to transfer this invitation to any other firm.
6. A firm will be selected under *Quality Cum Cost Based Selection (QCBS)* procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in

accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: www.worldbank.org/procure.

7. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal (FTP)- Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 –Eligible Countries
- Section 6 – Bank's Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract

8. Please inform us by 7th April, 2018 in writing at *Additional State Project Director, Assam Inland Water Transport Development Society, Ulubari, Guwahati-07* or by email to **dir.iwtds-as@gov.in**.

- (a) that you have received the Letter of Invitation; and
- (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

9. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,



*B.B.Dev Choudhury, ACS
Additional State Project Director
Assam Inland Water Transport Development Society
Emails: **dir.iwtds-as@gov.in**
Tel: +91 361-2526421*

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant²]* agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-

²“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

consultant or Joint Venture member(s).

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

remaining responsible to the Client during the performance of the Contract.

(w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

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

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

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

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

3. Conflict of Interest

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

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

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

a. Conflicting

(i) Conflict between consulting activities and procurement

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

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

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

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

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

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents, Experts, Sub-consultants, sub-

contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

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

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

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

a. Sanctions

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

b. Prohibitions

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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially

Enterprises

autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

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

d. Restrictions for public employees

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

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

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

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

B. Preparation of Proposals

7. General

7.1 In preparing the Proposal, the Consultant is expected to

- Considerations** examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. **Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
10. **Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).
 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. **Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
12. **Proposal Validity** 12.1 **The Data Sheet** indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.
 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

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

a. Extension of Validity Period

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

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

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

b. Substitution of Key Experts at Validity Extension

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

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

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result

of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

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

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

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

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

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

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the

purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

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

15. Technical Proposal Format and Content

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

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

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

16. Financial Proposal

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

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

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

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

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

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

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE**[insert the time and date of the submission deadline indicated in the Data Sheet]".

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

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

18. Confidentiality

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

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

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

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable

public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

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

- 20. Proposals Evaluation**
- 20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 21. Evaluation of Technical Proposals**
- 21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22. Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 23. Public Opening of Financial Proposals (for**
- 23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-

QCBS, FBS, and LCS methods) responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

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

a. Time-Based Contracts

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

representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

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

a. Availability of Key Experts

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

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

b. Technical negotiations

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

c. Financial negotiations

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

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

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

consultation with the Bank.

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

29. Conclusion of Negotiations

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

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

30. Award of Contract

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

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

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	INDIA
2.1	<p>Name of the Client: Assam Inland Water Transport Development Society</p> <p>Method of selection: Quality & Cost Based Selection (QCBS) Method</p> <p>Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 revised July, 2014 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: PREPARATION OF DETAILED PROJECT REPORT (DPR) ALONG WITH FRONT END ENGINEERING DESIGN, DRAWINGS, TENDER DOCUMENTS AND MODULARIZATION OF DESIGN ELEMENTS FOR DEVELOPMENT OF FERRY SERVICES IN ASSAM</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 11th April 2018 Time: 11.00 AM Address: Additional State Project Director, Assam Inland Water Transport Development Society, Near Ulubari, Flyover, Guwahati-781007 Telephone: +91 361-2526421 Contact person/conference coordinator: Mr. B.B. Dev Choudhury, ACS E-mail: dir.iwtds-as@gov.in</p>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>NA</u>
4.1	<i>Not Applicable</i>
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr

B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ESHS) [<i>The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.</i>]</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal :</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p> <p><i>[Undertaking incorporated in Form TECH-1]</i></p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes</p>

12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline
13.1	<p>Clarifications may be requested no later than 15 days prior to <i>the submission deadline.</i></p> <p>The contact information for requesting clarifications is: Additional State Project Director, Assam Inland Water Transport Development Society, Near Ulubari , Flyover, Guwahati-781007 E-mail: dir.iwtds-as@gov.in; Tel: +91 361-2526421</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No Or (b) other shortlisted Consultants: No</p>
14.1.2	Estimated input of Key Experts' time-input: 38 person-months.
14.1.4 and 27.2	NA
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> <i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i> <i>(3) cost of office accommodation, including overheads and back-stop support;</i> <i>(4) communications costs;</i> <i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> <i>(6) cost of reports production (including printing) and delivering to the Client;</i> <i>(7) other allowances where applicable and provisional or fixed sums (if any)]</i></p>
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>

16.3	Information on the Consultant's tax obligations in the Client's country can be found <i>under section 194J of Income Tax act 1961 or other relevant provisions of the act.</i> www.incometaxindia.gov.in , www.finmin.nic.in
16.4	<p>The Financial Proposal shall be stated in the following currencies Consultant may express the price for their services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>.....</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals Electronically.
17.4	<p>The Consultant must submit: (a) Technical Proposal: one (1) original and three(3) copies; (b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than: Date: 2nd May 2018</p> <p>Time: 3 PM IST.</p> <p>The Proposal submission address is: Additional State Project Director, Assam Inland Water Transport Development Society, Near Ulubari , Flyover, Guwahati-781007 Email: dir.iwtds-as@gov.in Tel: +91 361-2526421</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: Additional State Project Director, Assam Inland Water Transport Development Society, Near Ulubari , Flyover, Guwahati-781007 Email: dir.iwtds-as@gov.in; Tel: +91 361-2526421</p> <p>Date: 2nd May 2018 Time: 3.30 P.M.</p>
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: No additional information.

21.1 (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:		
	EVALUATION CRITERIA		
	Points		
	I	Specific Experience Of The Consultant (As A Firm) Relevant To The Assignment [For maximum marks – 5 (Five) similar assignments , out of which at least 2 (Two) shall be with Government departments/agencies/PSU's in the last 5 years]	10
	Total Points (Criteria I)		10
	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): <i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i>		Points
	Evaluation Sub Criteria		
	A	Technical Approach and Methodology	10
	B	Work Plan	10
	C	Organisation & Staffing	10
	Total Points (Criteria II)		30
	III	Key Experts' qualifications and competence for the Assignment: <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i>	Points
	KEY EXPERTS		Marks
	A	Team Leader (Strategic Planning and	10

	Design)																
B	Structural Engineer	8															
C	Port Planning Consultant	8															
D	Hydrographer	6															
E	Procurement Specialist	6															
F	Hydrologist	5															
G	Architect	5															
H	Environmental Specialist	4															
I	Legal Specialist	4															
J	Social Development Specialist	4															
	Total Points (Criteria III)	60															
<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table border="1"> <thead> <tr> <th></th> <th>Sub-Criteria & Percentage Weights for Key Experts</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>General and additional higher qualifications (education, training, certifications etc.) as specified for each key expert position in TOR.</td> <td>10%</td> </tr> <tr> <td>2</td> <td>Adequacy for the Assignment (relevant experience in the sector/similar assignments) as specified for each key expert position in TOR.</td> <td>80%</td> </tr> <tr> <td>3</td> <td>Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture, administrative system, and state government) for each key expert in TOR.</td> <td>10%</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Total points for the three criteria: 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: 75</p>				Sub-Criteria & Percentage Weights for Key Experts	Weightage	1	General and additional higher qualifications (education, training, certifications etc.) as specified for each key expert position in TOR.	10%	2	Adequacy for the Assignment (relevant experience in the sector/similar assignments) as specified for each key expert position in TOR.	80%	3	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture, administrative system, and state government) for each key expert in TOR.	10%			
	Sub-Criteria & Percentage Weights for Key Experts	Weightage															
1	General and additional higher qualifications (education, training, certifications etc.) as specified for each key expert position in TOR.	10%															
2	Adequacy for the Assignment (relevant experience in the sector/similar assignments) as specified for each key expert position in TOR.	80%															
3	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture, administrative system, and state government) for each key expert in TOR.	10%															
23.1	An online option of the opening of the Financial Proposals is offered: NO																
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of ser-																

	<p>vices rendered by non-resident experts in the Client's country. If a contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupees</p> <p>The official source of the selling (exchange) rate is State Bank of India or equivalent.</p> <p>The date of the exchange rate is <i>as per clause 17.7 & 17.9 of the Data Sheet, i.e., the last date of bid submission.</i></p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: 16th May 2018 Address: Additional State Project Director, Assam Inland Water Transport Development Society, Near Ulubari, Flyover, Guwahati-781007</p>
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: iwtdirectorate.assam.gov.in</p> <p>The publication will be done within 15 days after the contract signing.</p>

30.2	Expected date for the commencement of the Services: May 2018 at Guwahati
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Section 3. Technical Proposal – Standard Forms

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

Checklist of Required Forms

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
√	√	TECH-7	Code of Conduct (ESHS)	

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

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
The Additional State Project Director
Assam Inland Water Transport Development Society
Guwahati-7, Assam

Dear Sirs:

We, the undersigned, offer to provide the consulting services for ***Preparation of Detailed Project Report (DPR) Along With Front End Engineering Design, Drawings, Tender Documents And Modularization Of Design Elements For Development of Ferry Services in Assam*** in accordance with your Request for Proposals dated [Insert Date] and our Proposal. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”

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

{OR

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

We hereby declare that:

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

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,
Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

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

A - Consultant’s Organization

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

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

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

FORM TECH-5(FOR FTP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) Data collection													
	2) Drafting													
	3) Inception Report													
	4) Incorporating comments													
	5).....													
	6) Delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-6(FOR FTP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

N°	Name	Expert’s input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

- Full time input
- Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

FORM TECH-7

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

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

1. *the Terms of Reference described in Section 7;*
2. *All applicable national, state and local acts, policies, rules and regulations pertaining to environmental assessment and management, environmental sustainability, health and safety, environmental clearance, pollution prevention and management, forest clearance, etc.;*
3. *World Bank Environmental and Social Safeguard Policies and Environmental, Health and Safety (EHS) Guidelines;*
4. *Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project); and*

Other relevant international standards and good practice guidelines relevant to IWT sector activities, such as: PIANC environmental and climate change guidelines and standards, others to be proposed by the consultant

Section 4. Financial Proposal - Standard Forms

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

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

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

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
The Additional State Project Director
Assam Inland Water Transport Development Society
Guwahati-7, Assam

Dear Sirs:

We, the undersigned, offer to provide the consulting services for ***Preparation of Detailed Project Report (DPR) Along With Front End Engineering Design, Drawings, Tender Documents And Modularization Of Design Elements For Development of Ferry Services in Assam*** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursable				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., GST etc}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
Total Estimate for Indirect Local Tax:				

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency as in FIN-2}
Remuneration							
Key Experts							
		[Home]					
		[Field]					
Non-Key Experts							
		[Home]					
		[Field]					
Total Costs							

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses								
N o	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}		_____				
—	{e.g., International flights}	{Ticket}		_____				
—	{e.g., In/out airport transportation}	{Trip}		_____				
	{e.g., Communication costs between Insert place and Insert place}			_____				
	{ e.g., reproduction of reports}			_____				
	{e.g., Office rent}			_____				
			_____				
	{Training of the Client’s personnel – if required in TOR}			_____				
Total Costs								

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

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Bank 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 party³;
- (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 obligation⁴;
- (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 party⁵;

3 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.

4 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.

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

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁶;
- (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 procedures⁷, 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 nominated⁸ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁶For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁷ 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.

⁸ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

Section 7. Terms of Reference

1. Introduction & Background

- 1.1 Assam has approximately 1980 km of navigable waterways of which the most important for transport purposes are the Brahmaputra and Barak Rivers. The Brahmaputra River with a length of 891 Km between the Bangladesh Border and Sadiya, was declared National Waterway no. 2 by the Government of India in 1988, the development of its navigation infrastructure thereafter being the responsibility of the Inland Waterways Authority of India (IWAI). IWAI is currently aiming to maintain a navigable depth of 2.5m from Bangladesh Border to Neamati (629 Km), 2.0 m from Neamati – Dibrugarh (139 Km) and 1.5m from Dibrugarh – Sadiya. However, while IWAI is responsible for the navigation ‘fairway’ it does not own the water resources or have responsibility for operating water transport services. Landside activities such as riparian land-use development are regulated by State or local governments.
- 1.2. The Brahmaputra, running through the heart of the state of Assam, provides a vital link for both urban and rural ferry services which are the single most important transport mode for many sections of the population, especially rural households in Assam. These ferry services are provided by the Directorate of Inland Waterway Transport Assam, and by country boat operators – typically small independent and informal private businesses. In addition to the 102 ferry service routes designated by the Directorate of IWT, there are numerous routes licensed by the local (village) and district councils. Other users of the river include the Central Inland Water Corporation Limited (a Government of India Undertaking transporting cargo and operating some terminals on the rivers in the Eastern India & North-Eastern India and on the Indo-Bangladesh protocol routes), border security forces, tourist organizations and private operators. Navigation on the Barak River (152 km) is minimal at present, but the river is designated as National Waterway 16 under the National Waterways Bill (2015).
- 1.3. The Directorate of Inland Waterway Transport Assam, established in 1958 and part of the Assam Transport Department, is responsible for developing, maintaining and regulating IWT services in the state. It also operates and maintains many of the passenger transport services, ferry terminals and navigation aids on both Brahmaputra and Barak Rivers. Headquartered in Guwahati, it has three divisional offices in Guwahati, Dibrugarh and Silchar; five sub-divisional offices in Guwahati, Goalpara, Jorhat, Dibrugarh and Hailakandi; and three commercial offices at Guwahati, Goalpara and Dibrugarh. It also has a Crew training centre at Guwahati. DIWTA currently has a total of about 4,330 regular staff.
- 1.4. The ferry industry as a whole is characterized by an aging and poorly equipped fleet. Most demand is now met by the informal sector operating traditional country boats without supporting infrastructure. Terminal facilities and navigational aids are insufficient. Most ferry terminals consist of no more than improvised moorings on the bank of the river, which require relocation with changing river conditions, often over substantial distances. In the absence of bank protection, the main ferry terminals in or close to the urban centres (provided with floating, movable steel pontoons and temporary access roads) also typically require frequent relocation as river conditions change across seasons. The cargo sector is small partly because of market circumstances, partly because of connectivity problems and partly because the navigation standards provided do not permit reliable year round use by large modern

vessels that can deliver competitive advantage over other transport modes. The Government of Assam wishes to transform the quality of inland water transport services and integrate high quality passenger and vehicle ferry services, and inland water freight transport into Assam's wider transport network system.

- 1.5 In the early twentieth century, inland waterways were a significant mode of transport for freight and passengers in India but, as in many countries, the influence first of railways, and then of road motorization, has led to a neglect of IWT. Better utilization of Assam Waterways for mobility-centered economic development is a necessity today. Development of models for integrated urban transport planning and an infrastructural solution that provides mobility for commuters and goods are required to define and address contextually-sensitive economic growth and urban planning for many cities along Assam Waterways. Development of ferry services at various urban locations viz. Guwahati and Dibrugarh as well as locations in rural areas which are vital to enhance connectivity to the riparian communities dependent on IWT in the state of Assam may largely contribute towards the holistic development of the region.
- 1.6 Benefits offered by such systems to cities that have historically relied on the Assam Inland Waterways include considerable traffic decongestion, better intermodal connectivity, and economic revitalization of the urban core. Transit-oriented development and optimal use of this river requires coordination with various stakeholders, state governments, municipalities, and private players that will benefit from and contribute to capital improvements that link river-based infrastructure to transportation and logistics systems in the region.
- 1.7 In order to leverage the benefits of inland water transport, the Government of Assam wishes to transform the quality of inland water transport services and integrate high quality passenger and vehicle ferry services, and inland water freight transport into Assam's wider transport network system. The framework to realize this objective will be established through 2 studies – Institutional Strengthening & Business Planning (ISBP) and Integrated Strategic Development Plan (ISDP). ISBP study will provide the roadmap for creating a more supportive institutional framework to facilitate policy implementation and fulfil capacity building requirements for the new institutional setup. ISDP study intends to review, assess the overall transport sector in Assam and prepare transport strategy to help the Government of Assam to use it for comprehensive and integrated transport solution in the State as well as guide the sustainable development of the inland water transport sector in Assam till 2035. As an outcome of these two studies, large scale engineering infrastructure will be identified and executed in order transform inland water transport in Assam.
- 1.8 The use of large-scale engineering infrastructure such as the above can be leveraged to maximise impact by integrating strategic planning and design-based inputs that respond to urban and rural needs, world class transportation-related public amenities and terminals, riverfront development, tourism, small-scale cargo movement, marketing campaigns etc. to boost usage and revenue.
- 1.9. It is necessary to devise planning and design of ferry terminals integrated with governance and licensing frameworks that define opportunities to partner public and private initiatives in commercial transport operations and ancillary commercial development pertaining to transit-oriented usage of the river.

- 1.10 The Government of Assam has applied for World Bank loan assistance to implement its project for (i) Developing Long Term Strategic Plan for IWT in Assam and Institutional and Capacity Development and (ii) Improvement in Ferry Services. Part of these funds shall be made available to undertake a Project Preparatory and Definition Study to identify the particular linkages of possible riverine ferry systems within the specific regulatory, planning, and investment framework and carry out Detailed Project Report to enhance transport connectivity to the communities and regions that are dependent on the inland waterways, address the challenges outlined in 1.4, and facilitate modal shift to the waterways.
- 1.11 Accordingly, AIWTDS plans to engage consultants to investigate the strategic planning and design, as well as the technical, economic and financial feasibility of ferry service infrastructure development and operations in the state of Assam. The Work shall include selection of best locations within the specific regulatory, planning, and investment framework of transit points in the state, design development, preparation of DPR and procurement strategy.
- 1.12 A separate study for development of Integrated Strategic Development Plan for the state of Assam has been initiated by AIWTDS. The objective of this study is: (a) review, assess the overall transport sector in Assam and prepare transport strategy to help the Govt. to use it for comprehensive and integrated transport solution in the State and (b) guide the sustainable development of the inland water transport sector in India's Assam State till 2035. This will include a vision for the IWT sector development till 2035 and the physical investments (whether from public or private sources), of which a feasibility study will be prepared for activities to be financed under the scope of the Assam Inland Water Transport (IWT) Project.
- As part of the study, ISDP consultant is mandated to conduct a study to select techno-commercially feasible locations for modernization/improvement works from a list of 10 pre-selected existing ghats/terminals and new IWT facilities within the state of Assam that are to be developed to enhance regional connectivity.
- A second separate but parallel consultancy will complete Environmental Assessment (EA) studies for the project, including a detailed Environmental Impact Assessment (EIA) for all activities included in the DPRs to be developed under this project, as well as an Environmental Management Framework (EMF) & Social Management Framework (SMF) to outline general types of likely / anticipated environmental issues, impacts and management measures, and the process to be followed to complete full detailed EIAs/EMPs, for all different categories and types of investment subprojects which may be taken up by AIWTDS during the course of the World Bank financed investment project.
- It is also essential to note that the same separate consulting firm (EIA firm) will conduct detailed Social Impact Assessment (SIA), site-specific SMPs, Resettlement Action Plans (RAPs), as well as a stand-alone Resettlement Policy Framework (RPF) for all investment activities. The SIA will run concurrently with the design study but will independently evaluate their social aspects including land acquisition and resettlement. The detailed SIA is expected to inform the final design of the ferry services, including alignments details of the ghats and other facilities. A Resettlement Action Plan (s) (RAPs), will be carried out at project design stage, after the SIA found to involve land/asset acquisition.

The DPR Consultant will be required to pro-actively plan and share information with the EIA and SIA consultants that would help preparation of the detailed environmental and social safeguards studies.

The figure below presents tentative plan for both social safeguards studies and technical design preparation.

Tasks	By	April - 18	May - 18	June -18 to July -18	July -18 to Nov - 18	Dec - 18	Jan - 19
Strategic Development Plan	ISDP Consultant (Separate)						
Design/DPR Study	Design consultant (Separate)						
SIA/EIA studies	SIA/EIA Consultant (Separate)						
RAP	RAP/SIA Consultant						
Stakeholder consultation	Design/SIA/EIA						
Clearance	WB						

2. Objective of this Assignment

2.1 The assignment under this TOR is divided into following 2 modules, as follows:

A. Review/ Assess the outputs provided by ISDP Consultant on feasible IWT investments under Assam IWT Project as they are made available, for development works amounting to approx. US \$100 million. Outputs from ISDP are expected as follows:

- i. An early feasibility assessment of locations for passenger (including cargo) ferry terminals from a list of 10 pre-selected existing ghats /terminals as stated.
- ii. Complete feasibility report on strategic IWT investments under the project

The Consultant would prepare a Detailed Project Report (DPR), Front End Engineering Design (FEED) and tender document for each of the validated feasible locations identified by the ISDP Consultant in 2.1-A(i) and 2.1-A(ii) above for developing modern IWT infrastructure - primarily the passenger (including those with cargo facilities) ferry terminals with all associated facilities including user access.

B. Modularization of design elements for passenger (and cargo) ferry terminals for both high traffic and low traffic locations & development of customizable design models

for future interventions, based on the potential traffic and the number of vessels that needs to be berthed at the terminal. Different types of last mile connectivity / accessibility solutions should be included with the design models of terminals depending on the location and river bank terrain, and capturing the best international models as well as innovative solutions available locally. It should include 5-6 standard designs for fixed and floating components for terminals in the rural country side using local materials and techniques. Passenger facilities are the focus, but considerations should be made to accompanying cargo facilities, to accommodate trade flows.

Module A shall commence immediately upon receiving relevant inputs from ISDP study. Module B shall commence after the submission of Draft report of Module A.

3. Cooperation with Other Consultants, Methodology and Standards

- 3.1 The Consultants are expected to work in a cooperative, transparent and harmonized manner with other parties selected to undertake ISDP as well as EIA/SIA Studies and other works to ensure that ultimately, the IWT infrastructure in the proposed locations can be adequately enhanced to achieve the envisaged objectives as well as minimizing adverse environmental and social impacts.
- 3.2 The Consultant shall, be responsible for evolving an appropriate methodology in accordance with relevant industry standards, shall undertake all fieldwork and ensure that all data is quality assured and corrected wherever appropriate. The Consultant shall keep a record of all information collected and present this in a manner that allows statistical comparisons to be made. Qualitative or Quantitative assessments must be backed up by case studies and relevant industry examples.
- 3.3 The Consultant shall, for the purposes of this study, take into account all recognized standards, guidance notes and codes of practice as required in accordance with Indian Law and as recognized internationally.
This shall include guidance notes and recommendations as published by PIANC, a non-profit international organization responsible for: dealing with both broad and very specific navigation sustainability and environmental and social risk-related issues; as well as World Bank Environmental and Social Safeguard Policies and Environmental, Health and Safety (EHS) Guidelines.

4. Scope of Work

The broad scope of work for the project shall include but not limited to the following:

- 4.1 **Module A - Prepare Detailed Project Report (DPR), Front End Engineering Design (FEED) and tender document (as per World Bank guidelines) for development works amounting to approx. US \$100 million, selected based on assessment of output provided by ISDP Consultant.**

The Consultant, in discussion with the Client, World Bank and in coordination with ISDP consultant shall prepare DPR, FEED and tender documents for each of the validated feasible locations in developing modern IWT infrastructure -

primarily the passenger (including those with cargo facilities) ferry terminals with all associated facilities including user access.

Feasible locations shall include -Terminals from a list of 10 pre-selected existing ferry ghats/terminals identified initially and Additional passenger (and cargo) ferry terminals in rural and urban areas as identified in the feasibility study (ISDP) for Assam IWT project.

Module A will involve the following tasks which would need to be carried out:

Task 1 - Detailed Design, Engineering & Preparation of DPR

Task 2 - Preparation of Bid Document

Task 3 - Draft TOR for TSSC for Supervision of Works

The detailed scope of work for each of the tasks are as elaborated below

Task 1- Detailed Design, Engineering & Preparation of DPR

4.1.1. The Consultant will assess all relevant earlier reports. This will enable him/her to have a brief primary idea of the geomorphological and other conditions affecting development works. The detailing / conclusions of these reports are for reference only and the consultant shall obtain his/her own independent data to arrive at any suggestions / conclusion for developmental components.

4.1.2. The Consultant will undertake all necessary detailed Topographical / Hydrographical survey and Geo-technical/Geological investigation at/between proposed ferry locations and analyze the data for the purpose of design of proposed structures as per standard/prevaling guidelines. The hydrographical survey data collection will include identification and detailing of all such features which may affect river navigation including but not limited to survey and data collection / data acquisition of tidal , topographic, bathymetric, flow and discharge conditions, water level variations, soil (suspended sediment, bed and bank) conditions, geological, geomorphologic and all other conditions. The consultant shall also consider data collection for variation in sediment transport (size and quantity) sources of sediments, locate degrading, aggrading, and stable reaches and correlate these results with historical data and / or previous study reports to qualitatively analyze the effects of anticipated project features. This information shall be used to determine what may or may not work when designing navigation improvements and evaluation of dredging requirement (if any). It shall include a determination of those reaches that are stable in depth and width and thus provide the basis for all subsequent works to be taken up.

Further, the consultant may also need to:

4.1.2.1. For any “fixed” infrastructure proposed to be constructed at any of the terminal locations, if applicable (such as spurs, breakwaters, revetments, embankments etc.), carry out hydrological and morphological modeling by using all the data set collected by the

consultant of the potential effects both at the terminal site as well as downstream of terminal construction, in particular with respect to erosion and accretion patterns. The modeling should also consider potential climate change scenarios which may affect future high and low flow rates and also frequency and intensity of extreme events.

- 4.1.3. Site selection of the proposed locations along with all details for land/asset acquisition and livelihood impacts, including ownership and estimated cost of land. This will include all details and permissions to be collected from the State Revenue Departments with adequate background papers indicating Government and private/communal land. This will also include land for Main Structures & Ancillary works as well as for road connectivity.
- 4.1.4. Preparation of detailed layout plan to include facilities for both conventional and state of the art model including provisions for berthing, boarding & de-boarding of passengers/loading & unloading of cargo, bank protection, navigation aids, terminal complex with required facilities i.e. waiting area, shop, food court, washroom, ticket counter, approach road to terminal connecting nearby main road, water supply, electricity supply, firefighting including lighting, requirement of power, water supply, emergency and standby power supply, provision of solar power, communication system, Drainage & Sewerage system, boundary wall, fencing, nearby area development, land development plan, cargo handling equipment.
- 4.1.5. Provide Front end Engineering and design, drawings, technical specifications, bill of quantities (BOQ) and cost estimates for all structures (including ancillary works, road connectivity etc.) involved in development/ modernization of the proposed locations for executing the work. AIWTDS should be consulted adequately during the process of designing of the structures and the designs & drawings are to be vetted by the Proof Consultant (refer to 4.1.7) prior to finalization. Where possible, resource and energy efficiency considerations should be reflected in the designs.
- 4.1.6. Every cost estimate made shall be duly supported by the justifications for the rates adopted/basis of rates like APWD/CPWD schedule of rates/market rates/ lowest budgetary offers received etc.
- 4.1.7. Proof checking of design through IITs/ independent agencies (Proof Consultant) of repute approved by AIWTDS before submission to AIWTDS. The proof checking authority shall endorse on the drawings itself and the basic assumptions adopted in the design process.

- 4.1.8. Preparation of realistic construction schedule for the proposed locations indicating the sequence of activities duly considering the river characteristics in different seasons and priority of works. The phasing of expenditure is also to be worked out.
- 4.1.9. Suggest institutional mechanism for project preparation, approval and execution of this project without time and cost overrun.
- 4.1.10. Work out cost benefit analysis, Financial Internal Rate of Return (FIRR) and Economic Internal Rate of Return (EIRR) of the project based on current Indian/International norms including SWOT analysis, as well as consideration of environmental and social costs and benefits, with detailed back up calculations, basis, assumption, justification etc. along with their source of information.

Task 2 – Preparation of Bid Document

- 4.1.11. Preparation of bid documents in adherence to the World Bank's Guidelines: Goods, works and non-consulting services [under IBRD loans and IDA Credits & Grants] for World Bank borrowers January 2011 [revised July 2014] for execution of all the works and provide all necessary technical details etc. which will be needed to float and accept the tender on EPC (Engineering Procurement Construction) /DBB (Design Bid Build) / BOQ (as found appropriate in consultation with AIWTDS and merits of the case) contract basis. Accordingly, the detailed designs and cost estimates of every component and sub-component of the DPR will have all such details, authenticity and back up documents which are required for preparing and processing proposals as per prevailing norms and practice. The Consultant shall also assist AIWTDS with tendering of works, if required.
- 4.1.12. Suggest suitable method of implementing the project including phasing, time frame and source of funds for implementation of each project group, specifically as to whether the project group components can be implemented under EPC mode and if yes, give all necessary details for implementing the individual project groups on EPC mode including evaluation of EPC bids, checking of selected EPC contractor's design and drawings etc.
- 4.1.13. Bid document, including allied components, related to the complete scope of work mentioned in this section are to be grouped such that each project group is also logical. The final decision on contractual modality for each individual project group shall be in consultation with AIWTDS & World Bank.

- 4.1.14. Full integration of Environment Management Plan including proposed mitigation and enhancement measures (to be prepared under the parallel EA consultancy) into the designs, cost estimates and bidding documents
- 4.1.15. Full integration of Social Management Plan, Indigenous Peoples Development Plan, Resettlement Action Plan, Labor Influx Mitigation Plan, including proposed measures to be prepared under the parallel Social Assessment consultancy into the design and bidding documents.

Task 3 – Appointment of TSSC for Supervision of Works

- 4.1.16. In this regard, the consultant shall provide a detailed terms of reference (ToR) for appointing a Technical Services and Supervision Consultant (TSSC) firm to monitor quality, cost & time over run and environmental supervision aspects of different project packages under Module A. The TSSC would act on behalf of AIWTDS to implement the project, shall carry out necessary checks on all aspects of contract of construction and submit fortnightly reports. The TSSC shall also check the quality of work done and certify the correctness of bill progressed by the contractor for payment by AIWTDS.

The consultant shall submit Detailed Project Report (DPR) along with complete tender documents to undertake the construction work and give PowerPoint presentation of Detailed Project Report to Project Management Unit (PMU) of AIWTDS at its HQ in Guwahati. Draft design (Detailed Project Report (DPR) needs to be shared with stakeholders for their information and feedback. Subsequent to Detailed Project Report, the consultant shall also provide details/clarifications required by AIWTDS, if any.

4.2 **ModuleB: Modularization of design elements for passenger (and cargo) ferry terminals & development of customizable design models for future interventions**

The detailed scope of work for ModuleB is as follows:

- 4.2.1 Based on the works completed in ModuleA, identify elements of passenger (**and cargo**) ferry terminal (both on the riverside and landside) which can be standardized into elements of a typical fixed/floating passenger (**and cargo**) ferry terminal, taking into account the river characteristics and the need to provide connectivity to communities and large population clusters dependent on river transport. The design elements may include but not be limited to buildings, jetty, approach trestle etc. and their standardization should be done to allow for low-cost, replicable and locally achievable solutions. The selection of elements should be supported with appropriate justifications, which needs to be shared with the client.
- 4.2.2 Prepare detailed design, BOQ, cost estimates and technical specifications for the design elements selected in 4.2.1. Five to six sets of model designs of fixed and floating components should be prepared for each of

the design elements - in both high volume traffic and low traffic categories. Considering these terminals design templates to be used predominantly in the rural countryside, use of local materials and techniques needs to be encouraged.

The consultant shall provide appropriate inputs for modularization/standardization to be included in tender documents.

4.2.3 The consultant shall also incorporate good practices in environmentally sustainable and climate resilient terminal design in Modular designs.

The models are to be prepared with a view of standardizing the design of the selected elements of passenger **(and cargo)** ferry terminals. The design models should be easily customized based on the site specific requirements and used for future interventions in passenger **(and cargo)** ferry terminals for Assam IWT sector.

5. Deliverables & Timelines

It is envisaged that the study will be undertaken in accordance with the following timetable and deliverables:

Activities	Time period from Contract Signoff (in Months)
Module A	
Inception Report (3 copies)	0.5
Interim Report/ Survey Report & Workshop with Stakeholders	2
Draft Project Report (5 copies), draft tender document and presentation of draft report for development work of first set of projects amounting to US \$ 25 Million	3
Final Detailed Project Report (10 copies) and tender documents after incorporating comments of AIWTDS on draft DPR and draft tender documents for development work of first set of projects amounting to US \$ 25 Million & Workshop with Stakeholders	3.5
Draft Project Report (5 copies), draft tender document and presentation of draft report for development work of second set of projects amounting to US \$ 25 Million	4
Final Detailed Project Report (10 copies) and tender documents after incorporating comments of AIWTDS on draft DPR and draft tender documents for development work of second set of projects amounting to US \$ 25 Million & Workshop with Stakeholders	4.5
Draft Project Report (5 copies), draft tender document and presentation of draft report for remaining development work amounting to US \$ 50 Million	6
Final Detailed Project Report (10 copies) and tender documents after incorporating comments of AIWTDS on draft DPR and draft tender documents for remaining development work amounting to US \$ 50 Million & Workshop with Stakeholders	7
Module B	
Identification of elements for modularization after consultation with AIWTDS	7

Final Design Documents of elements including detailed design, BOQ, cost estimates and technical specifications & Workshop with Stakeholders	9
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The details of the deliverables mentioned in the table are given below:

- (i) Inception Report to consist of reports and details of all studies and data collection, analysis of data, reconnaissance survey of proposed locations, time lines for completion of project with proposed methodology and any other information, the consultant may like to include.
- (ii) Interim Report/ Survey Report shall contain status of survey, geotechnical investigation, assessment of existing structures, assessment of proposed modifications to meet requirements and clearances required.
- (iii) Draft Project Report shall be prepared as per scope of work and TORs along with detailed design and drawings duly vetted by the concerned departments, estimate and draft tender document on EPC concept for the work. The Draft Project Report should address the comments of the Client on the Inception Report.
- (iv) Final Detailed Project Report (DPR) shall be prepared as per scope of work and TOR, along with detailed design and drawings, detailed specifications, estimate, final grouped tender for inviting bids on EPC concept basis for the work. The Final DPR should address the comments of the Client on the Draft Project Report
Apart from the ten (10) hard copies and two (2) soft copies of final DPRs shall also be submitted to AIWTDS.
- (v) Draft Design, BOQ, Technical Specifications and Cost estimates (5 hard copies) as per scope of work for comments of Client.

If at any stage mentioned above, the Consultant apprehends delay in the submission of any stage report, they shall at least a fortnight in advance, seek time extension on sufficient grounds, for the reasons beyond the control of the consultant, which would be without any additional financial implications to the Employer. If the delay is caused beyond the extended period if any, or if the progress/services are unsatisfactory the Employer shall have the right to terminate the contract and be entitled to employ and pay other agencies/consultants (new) to carry out the work at the risk and cost of original consultant and all expenses consequent thereon or incidental thereto shall be recoverable from the consultants by the Employer and will be deducted from any dues or which may become due to the consultants.

6. Key Personnel & Experience Requirements

The Consultancy Team shall consist of the Professional Staff (The “Key Personnel”) who shall discharge their respective responsibilities to deliver the overall scope of work of this Tender and Deliverables outlined as above. Consultants will provide a team of experts and support team to complete the assignment with high quality standards

No.	Key Expert	Minimum Qualification	Relevant Experience
1	Team Leader (Strategic Planning and Design)	<ul style="list-style-type: none"> • Planning and Design Expert (Urban, Regional, Infrastructural Planning and 	20+ Years, 10 as Master Plan Lead

No.	Key Expert	Minimum Qualification	Relevant Experience
		Architecture), MCP or equivalent. <ul style="list-style-type: none"> • Should have successfully completed 2 projects of similar nature. 	
2	Structural Engineer (Port and Harbour Engineering)	<ul style="list-style-type: none"> • BE / B Tech (Civil) & M.Tech Structures 	15 Years
3	Port Planning Consultant	<ul style="list-style-type: none"> • ME or MSc or equivalent 	15 Years
4	Hydrographer	<ul style="list-style-type: none"> • IHO Cat A, IHO Cat B courses or Bachelor of Engineering • Should have successfully completed 2 projects of similar nature. 	15 years in Hydrography
5	Procurement Specialist	<ul style="list-style-type: none"> • BE (Civil) 	15 years
6	Hydrologist	<ul style="list-style-type: none"> • B.E. / B. Tech (Civil) and M. Tech (Civil) with Specialization in Hydrology • Should have successfully completed 2 projects of similar nature. 	15 Years
7	Architect	<ul style="list-style-type: none"> • Masters in Architecture 	10 Years
8	Environmental Specialist	<ul style="list-style-type: none"> • ME or MS with specialization in Environment or equivalent 	15 Years
9	Legal Specialist	<ul style="list-style-type: none"> • LLB, Masters in Law 	10 years
10	Social Development Specialist	<ul style="list-style-type: none"> • MA or MS, or equivalent 	10 Years

7. The Obligations of the Consultant.

The Consultant shall make his own arrangements for all living accommodation, transportation, personal equipment such as computer or lap top and stationery. The nominated Team Leader will be expected to spend the majority of the assignment on location in Assam. All reports, minutes of meetings etc. shall be drafted by the Consultant. Circulation thereof shall be done by the AIWTDS.

8. The Obligations of the AIWTDS:

The AIWTDS will make available to the Consultant all relevant reports and data in its possession and/or collected from AIWTDS and other agencies (if relevant), but the Consultant shall be fully responsible for the interpretation and use of the material in question as well as for the conversion of available data into a form that can be used in the system he sets up. The AIWTDS will assist to liaise as necessary with other government offices/authorities as required in order to facilitate the Consultant's work.

9. The Management of the Study

The primary point of contact for the Consultant will be Project Director AIWTDS who will represent the project officer within the AIWTDS. He/She will form part of a steering committee to be established within AIWTDS, comprising representation from relevant Ministries, other relevant local agencies, and suitable public and private stakeholders. The Consultant will be expected to present the content of the reports to the steering committee.

10. Monthly Meetings.

Monthly meeting will be held for progress review & way forward and it is mandatory for Team Leader to attend with relevant team at Guwahati.

PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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CONTRACT FOR CONSULTANT’S SERVICES

Lump-Sum

Project Name:*Preparation of Detailed Project Report (DPR) Along With Front End Engineering Design, Drawings, Tender Documents And Modularization Of Design Elements For Development of Ferry Services in Assam*

Project No P157929

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

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

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

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

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

1. 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.

2. Law Governing Contract

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

- 3. 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.
- 4. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 5. 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**.
- 6. 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.
- 7. 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.
- 8. 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**.
- 9. Corrupt and Fraudulent Practices** 1.1. 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** 1.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 10. 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.
- 11. Termination of Contract for Failure to Become Effective** 1.1. 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.
- 12. Commencement of Services** 1.1. 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.
- 13. Expiration of Contract** 1.1. 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.
- 14. Entire Agreement** 1.1. 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.
- 15. Modifications or Variations** 1.1. 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.
- 1.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 16. Force Majeure**
- a. Definition** 1.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action

confiscation or any other action by Government agencies.

1.2. 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.

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

b. No Breach of Contract

1.4. 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

1.5. 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.

1.6. 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.

1.7. 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.

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

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably

possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

1.9. 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.

17. Suspension

.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.

18. Termination

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

a. By the Client

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

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

- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

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

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

c. Cessation of Rights and Obligations

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

may have under the Applicable Law.

d. Cessation of Services

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

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

19. General

a. Standard of Performance

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

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

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

- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 20. Conflict of Interests**
- 21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity

- Not to Engage in Certain Activities** affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and

detail as will clearly identify relevant time changes and costs.

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

**25. 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.

**26. 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**.

**27. Equipment,
Vehicles and
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment,

vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 28. 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**.
- 29. 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.
- 30. Removal of Experts or Sub-consultants** 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

31. 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**.

32. Access to Project Site

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

the Consultant or any Sub-consultants or the Experts of either of them.

**33. 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

**34. 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**.

**35. 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.

**36. 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

37. Contract Price

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

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

- 38. 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.
- 39. Currency of Payment** 40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.
- 40. 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 I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum 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.

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

41. 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

42. 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

43. Amicable Settlement

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

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

44. Dispute Resolution

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

II. General Conditions

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

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

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

“Fraud and Corruption

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁹;
- (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 obligation¹⁰;
- (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 party¹¹;
- (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 party¹²;

9 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.

10 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.

11 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.

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

- (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 procedures¹³, 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 nominated¹⁴ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

III. Special Conditions of Contract

Number of GC	Amendments of, and Supplements to, Clauses in the General
---------------------	--

13 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.

14 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.

Clause	Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Republic of India.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Assam Inland Water Transport Development Society E-mail: dir.iwtds-as@gov.in</p> <p>Consultant: -</p>
8.1	<i>Not applicable</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: State Project Director, Assam Inland Water Transport Development Society</p> <p>For the Consultant: [name, title] _____</p>
11.1	The effectiveness conditions are the following: <i>Signing of the Contract</i>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be <u>one month from signing of the contract.</u></p>
13.1	<p>Commencement of Services:</p> <p>From the signing of contract</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 9 (Nine) months</p>
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing

	<p>goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
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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 style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(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 style="padding-left: 40px;">(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>(a) Professional liability insurance, with a minimum coverage of value, equal to the value of the contract.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage is <i>in accordance with the applicable law in the Client’s country.</i></p> <p>(c) Third Party liability insurance, with a minimum coverage as per applicable law.</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s</p>

	property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.												
27.1	All Proprietary rights remain with the CLIENT												
27.2	The Consultant shall not use these documents, materials and software for purposes unrelated to this Contract without the prior written approval of the Client.												
32.1(f)	The logistics & facilities arrangement for delivering the workshops/meetings shall be the responsibility of the client. Permanent office space shall not be provided.												
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> or exclusive of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</p> <p>All Foreign exchange transaction costs that occurs during the said period for payment in currency other than INR will be borne by the Consultant.</p>												
39.1 and 39.2	<p>The Client shall reimburse the Consultant GST paid by them. However consultant shall have to produce all relevant original documents of payment of such tax to the client at the time of raising the claim/ invoice for the same.</p> <p>Withholding Taxes as applicable in respect of this Contract for the Services provided by the Consultant will be withheld at source by the Client.</p>												
41.2	<p>The payment schedule:</p> <table border="1"> <thead> <tr> <th>S.no</th> <th>Activity</th> <th>Time period from: Contract Signing(in Months)</th> <th>Payment - % of the contract Value</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Inception Report (3 copies)</td> <td>0.5</td> <td>On acceptance of Inception report –5%</td> </tr> <tr> <td>2</td> <td>Interim Report/ Survey Report & Workshop with Stakeholders</td> <td>2</td> <td>On acceptance of Interim report & Workshop</td> </tr> </tbody> </table>	S.no	Activity	Time period from: Contract Signing(in Months)	Payment - % of the contract Value	1	Inception Report (3 copies)	0.5	On acceptance of Inception report –5%	2	Interim Report/ Survey Report & Workshop with Stakeholders	2	On acceptance of Interim report & Workshop
S.no	Activity	Time period from: Contract Signing(in Months)	Payment - % of the contract Value										
1	Inception Report (3 copies)	0.5	On acceptance of Inception report –5%										
2	Interim Report/ Survey Report & Workshop with Stakeholders	2	On acceptance of Interim report & Workshop										

			completion-10%
3	Draft Project Report (5 copies), draft tender document and presentation of draft report for development work of first set of projects amounting to US \$ 25 Million	3	
4	Final Detailed Project Report (10 copies) and tender documents after incorporating comments of AIWTDS on draft DPR and draft tender documents for development work of first set of projects amounting to US \$ 25 Million & Workshop with Stakeholders	3.5	On acceptance of Final Detailed Project Report & Workshop completion- 20%
5	Draft Project Report (5 copies), draft tender document and presentation of draft report for development work of second set of projects amounting to US \$ 25 Million	4	
6	Final Detailed Project Report (10 copies) and tender documents after incorporating comments of AIWTDS on draft DPR and draft tender documents for development work of second set of projects amounting to US \$ 25 Million & Workshop with Stakeholders	4.5	On acceptance of Final Detailed Project Report & Workshop completion- 20%
7	Draft Project Report (5 copies), draft tender document and presentation of draft report for remaining development work amounting to US \$ 50 Million	6	
8	Final Detailed Project Report (10 copies) and tender documents after incorporating comments of AIWTDS on draft DPR and draft tender documents for remaining	7	On acceptance of Final Detailed Project Report & Workshop completion- 20%

	development work amounting to US \$ 50 Million & Workshop with Stakeholders												
	Module B												
9	Identification of elements for modularization after consultation with AIWTDS	7											
10	Final Design Documents of elements including detailed design, BOQ, cost estimates and technical specifications & Workshop with Stakeholders	9	On acceptance of Final Documents & Workshop completion- 25%										
<p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i></p>													
41.2.1	Not Applicable												
41.2.4	<p>The accounts are:</p> <p>for local currency: <i>[insert account]</i>.</p> <p>The account details are:</p> <table border="1"> <tr> <td>Name</td> <td></td> </tr> <tr> <td>Account No.</td> <td></td> </tr> <tr> <td>Name of Bank</td> <td></td> </tr> <tr> <td>IFS Code</td> <td></td> </tr> <tr> <td>GST Regn No</td> <td></td> </tr> </table>			Name		Account No.		Name of Bank		IFS Code		GST Regn No	
Name													
Account No.													
Name of Bank													
IFS Code													
GST Regn No													
42.1	<p>The interest rate is: “London Inter-Bank on Lending Rate (LIBOR) + 2% per annum for foreign currency and 8% per annum for Local currency for each day of delay.</p>												
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(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</p>												

	<p>identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland, in case of foreign consultant</i> (ii) <i>The Indian Council of Arbitration, New Delhi</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland, in case of foreign consultant</i> (ii) <i>The Indian Council of Arbitration, New Delhi</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by (i) <i>the Secretary General of the Permanent Court of Arbitration, The Hague;</i> in case of foreign consultant/ <i>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) <i>the Secretary General of the Permanent Court of Arbitration, The Hague;</i> in case of foreign consultant/ <i>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> <ul style="list-style-type: none"> (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 (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Guwahati, India</i>; (b) the <i>English</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

.....

APPENDIX B - KEY EXPERTS

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

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or

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

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment – NOT APPLICABLE

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

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

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

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

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

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

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

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

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.

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

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

[signature(s)]

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

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