



**GOVERNMENT OF ASSAM**  
**ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY**  
**3<sup>rd</sup> FLOOR, IWT DIRECTORATE OFFICE BUILDING, ULUBARI :: GUWAHATI-7**  
**(ASSAM IWT PROJECT FUNDED BY WORLD BANK)**

**Website:** [www.aiwtdsociety.in](http://www.aiwtdsociety.in), [www.iwtdirectorate.assam.gov.in](http://www.iwtdirectorate.assam.gov.in), **email:** [dir.iwtds-as@gov.in](mailto:dir.iwtds-as@gov.in) **Phone:** 0361-2462677

**Invitation of Proposals (Procurement Notice)**  
**(CONSULTING SERVICES – FIRMS SELECTION)**

**Country: INDIA**

**Project: ASSAM INLAND WATER TRANSPORT PROJECT (AIWTP)**

**Loan No./Credit No./ Grant No.: IBRD 9026 –IN**

**Project ID : P 157929**

**Assignment Title:** Appointment of Technical Services and Supervision Consultant (TSSC) firm for providing consulting services for Construction of terminal and riverine infrastructure at North Guwahati & Umananda (Guwahati Cluster) and Neamati & Aphalamukh (Majuli Cluster), Assam.

**Reference RFP No.: IN-IWT-341536-CS-QCBS**

The Government of India *has applied for* financing from the World Bank toward the cost of the Assam Inland Water Transport Development Project and intends to apply part of the proceeds for consulting services. The consulting services (“the Services”) shall include, but not limited to:

- (i) Bid process management for selection of Contractor(s) and execution of contract(s);
- (ii) Monitoring quality, cost, time schedule and environmental/ safety supervision aspects of the project
- (iii) Acting on behalf of AIWTDS to implement the project, undertake necessary checks on all aspects of works and submit periodic weekly/fortnightly/monthly reports
- (iv) Checking the quantity of work done and certify the correctness of bills submitted by the contractor(s) for payment by AIWTDS
- (v) Overall contract management and administration services
- (vi) Ensuring that all the key entities including contractors/consultants are effectively and adequately fulfilling their designated role in implementation of EMP requirements in a timely and effective manner. This monitoring shall be on-going throughout the project life cycle in order to ensure that environmental impacts are within the predicted levels and that specified environmental performance targets are being achieved.
- (vii) Making use of available documents, reports, and interactions with AIWTDS officials and other implementing agencies, PAPs /PAFs and service users during the monitoring process; checking compliance w.r.t. the RAP, IPDP& SMP document and other associated safeguard plans; and flagging any outstanding issues which may affect the quality or pace of the implementation

process from social & / or regulatory requirements. The Consultant will also to ascertain satisfaction and concern regarding the implementation process. One of the important tasks of the Consultants shall be to verify whether the pre-construction tasks and statutory/regulatory clearances are completed prior to the handing over of the encumbrance free site areas to the Contractors for initiating construction work- For instance compensation payment to the affected people shall be completed prior to begin civil work. The consultants shall provide options and advice in accordance to the policy provisions on any additional land acquisition or resettlement impacts encountered during the implementation. Ensuring that all relevant environmental and social (E&S) obligations and legal remedies are included in contracts and require that relevant E&S obligations are included by contractors in their sub-contracts.

The Assam Inland Water Transport Development Society now invites eligible consulting firms (“Consultants”) to submit their proposals for providing the Services.

The bidding document is available online on <https://assamtenders.gov.in>, [www.iwtdirectorate.assam.gov.in](http://www.iwtdirectorate.assam.gov.in) and [www.aiwtdsociety.in](http://www.aiwtdsociety.in). Bidders will be required to register on the e-portal, which is free of cost. The Bidders would be responsible for ensuring that any addenda available on the website/e-portal is also downloaded and incorporated.

- a) Date of commencement for download of bidding document : 31-05-2023
- b) Last date and time for submission of Bid : 28-06-2023 at 14:00 hours
- c) Time and date of opening of bids : 28-06-2023 at 16:00 hours

A virtual Pre-proposal conference will be held through video conferencing, **on 09<sup>th</sup> June, 2023 at 13:00 hours**. The person attending the Pre bid Meeting should express their interest through an email request to [dir.iwtds-as@gov.in](mailto:dir.iwtds-as@gov.in) latest by 4:00 PM on or before 08.06.2023 indicating the Name and e-mail id of representative(s) who wish to participate in the meeting. A link will be sent to those email ids to participate in the meeting.

For submission of the bid, the Bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities authorised by Government of India for issuing DSC. Aspiring Bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://assamtenders.gov.in>. Bids must be submitted online on <https://assamtenders.gov.in> on or before the deadline for submission of bids and will be opened online at the specified time and date for opening of bids, as given above. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

The attention of interested Consultants is drawn to Section III, paragraphs, 3.14, 3.16, and 3.17 of the World Bank’s “Procurement Regulations for IPF Borrowers” July 2016 Revised November 2017, August 2018 and November 2020 (“Procurement Regulations”), setting forth the World Bank’s policy on conflict of interest. In addition, please refer to the following specific information on conflict of interest related to this assignment: *conflict of interest related to the assignment as per paragraph 3.17 of the Procurement Regulations*.

A Consultant will be selected in accordance with the QCBS method set out in the Consultant Guidelines.

Further information can be obtained at the address below during office hours *10 00 to 17 00 hours*.

*Mr. Gaurav Upadhyay, IPS  
State Project Director, Assam Inland Water Transport Development Society  
DIWT Office, Ulubari, Guwahati  
Email: [dir.iwtds-as@gov.in](mailto:dir.iwtds-as@gov.in)*

SELECTION OF CONSULTANTS

# **Request for Proposals Consulting Services**

**HIRING OF CONSULTANCY FIRM FOR PREPARATION OF  
INTEGRATED WATER TRANSPORT STRATEGY FOR ASSAM  
INLAND WATER TRANSPORT SECTOR**

**RFP No: IN-IWT-341536-CS-QCBS**

**Consulting Services for: Assam Inland Water Transport Project**

**Client: Assam Inland Water Transport Development Society**

**Country: India**

**Issued on: 29/05/2023**

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## **PART I**

### **Section 1. Request for Proposal Letter**



## Request for Proposal Letter

### Consulting Services

**Name of Assignment:** Appointment of Technical Services and Supervision Consultant (TSSC) firm for providing consulting services for Construction of terminal and riverine infrastructure at North Guwahati & Umananda (Guwahati Cluster) and Neamati & Aphalamukh (Majuli Cluster) Assam.

**RFP Reference No.: IN-IWT-341536-CS-QCBS**

**Loan No./Credit No./ Grant No.: 9026 –IN**

Project ID : P 157929

**Country:** India

**Date:** 29 /05/ 2023

1. The Government of India (hereinafter called “Borrower”) has received 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 Development Project. The Assam Inland Water Transport Development Society (AIWTDS), an implementing agency of the Client, 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 upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower 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”) for preparation of Integrated Water Transport Strategy for Assam Inland Water Transport Sector. More details on the Services are provided in the Terms of Reference at Section 7.
3. The bidding document is available online on <https://assamtenders.gov.in>, [www.iwtdirectorate.assam.gov.in](http://www.iwtdirectorate.assam.gov.in) and [www.aiwtdsociety.in](http://www.aiwtdsociety.in). Bidders will be required to register on the e-procurement portal, which is free of cost. The Bidders would be responsible for ensuring that any addenda available on the website/e-procurement portal is also downloaded and incorporated.
4. 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 Bank’s “Procurement Regulations for IPF Borrowers” July 2016, Revised November

2017, August 2018 and November 2020 (“Procurement Regulations”), which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

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 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract: Lump-Sum

5. Details on the proposal’s submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours Sincerely,

*Mr. Gaurav Upadhyay, IPS  
State Project Director  
Assam Inland Water Transport Development Society  
DIWT Office, Ulubari, Guwahati  
Email: [dir.iwtds-as@gov.in](mailto:dir.iwtds-as@gov.in)*

## Section 2. Instructions to Consultants and Data Sheet

### Instructions to Consultants

#### 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 Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the *loan* agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (j) “Experts” means, collectively, Key Experts, Non-Key

Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

- (k) “Government” means the government of the Client’s country.
- (l) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (q) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of consultants, based on the SPD - RFP.
- (s) “SPD - RFP” means the Standard Procurement Document -Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) “Services” means the work to be performed by the

Consultant pursuant to the Contract.

- (u) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (w) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.

## 2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

## 3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to

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

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

**a. Conflicting Activities**

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

**b. Conflicting Assignments**

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

**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. Fraud and Corruption**

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

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

## **6. Eligibility**

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

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

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above: Joint Venture, association with other firms and engagement of Sub-consultant is not allowed.

### **a. Sanctions**

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

### **b. Prohibitions**

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible ifso

indicated in Section 5 (Eligible Countries) and:

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

**c. Restrictions for State-Owned Enterprises**

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

**d. Restrictions for Public Employees**

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower Debarment**

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

## **B. Preparation of Proposals**

**7. General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in



providing the information requested in the RFP may result in rejection of the Proposal.

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

total price.

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

**a. Extension of Validity Period**

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

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

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

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

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

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

**c. Sub-Contracting**

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

**13. Clarification and Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the

**Data Sheet.** The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

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

**14. Preparation of Proposals Specific Considerations**

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

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

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

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

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

### 15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

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

### 16. Financial 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 ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]”, [reference number], [name and address of the

Consultant], and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

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

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.

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

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

## **18. Confidentiality**

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

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

sanctions procedures.

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

## **19. Opening of 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 ITC 23.

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

## **20. Proposals Evaluation**

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

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

## **21. Evaluation of Technical Proposals**

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

- 22. Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
- 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**
- 23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
  - (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
  - (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
  - (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
  - (iv) notify them of the date, time and location of the public opening and invite them for the opening of



the Financial Proposals.

- 23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.
- 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

**24. Correction of Errors**

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

**a. Time-Based Contracts**

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

so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- b. Lump-Sum Contracts**
- 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes**
- 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency**
- 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)**
- 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)**
- 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.

**c. Least-Cost Selection**

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

**D. Negotiations and Award****28. Negotiations**

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

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

**a. Availability of Key Experts**

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

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

**b. Technical Negotiations**

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

**c. Financial Negotiations**

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

28.7 If the selection method included cost as a factor in the

evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

## **29. Conclusion of Negotiations**

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

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

## **30. Standstill Period**

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

## **31. Notification of Intention to Award**

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

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;

- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

### **32. Notification of Award**

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

#### Contract Award Notice

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

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

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

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

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

### **33. Debriefing by the Client**

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

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

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

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

### **34. Signing of Contract**

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period

34.2 and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.3 The Consultant is expected to commence the assignment on

the date and at the location specified in the **Data Sheet**.

**35. Procurement  
Related  
Complaint**

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

## Section 2. Instructions to Consultants and Data Sheet

### E. Data Sheet

ITC Reference	<b>A. General</b>
<b>1 (b)</b>	India
<b>2.1</b>	<p><b>Name of the Client: Assam Inland Water Transport Development Society</b></p> <p><b>Method of selection:</b> Quality &amp; Cost Based Selection (QCBS) as per the Procurement Regulations (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b></p> <p>Yes</p> <p><b>The name of the assignment is:</b> Appointment of Technical Services and Supervision Consultant (TSSC) firm for providing consulting services for Construction of terminal and riverine infrastructure at North Guwahati &amp; Umananda (Guwahati Cluster) and Neamati &amp; Aphalamukh (Majuli Cluster) Assam.</p>
<b>2.3</b>	<p><b>A pre-proposal conference will be held:</b> Yes (Virtual)</p> <p>Date of pre-proposal conference: 09, June, 2023</p> <p>Time: 13 00 Hours</p> <p>Address: State Project Director, Assam Inland Water Transport Development Society, G. S. Road, Near Ulubari, Flyover, Guwahati-781007</p> <p>Telephone: +91 361 2462677</p> <p>Facsimile: NA</p> <p>E-mail: <a href="mailto:dir.iwtlds-as@gov.in">dir.iwtlds-as@gov.in</a></p> <p>The interested bidders who wish to participate in the pre-proposal conference may send the name &amp; email ids of their authorised representatives to this office at: <a href="mailto:dir.iwtlds-as@gov.in">dir.iwtlds-as@gov.in</a> on or before 08/06/2023 by 1600 Hrs</p>
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>Section 7: Terms of Reference</p>



4.1	Not Applicable
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
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><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>Technical Proposal to be uploaded in the "Technical Folder" available in the e-procurement portal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> <li>(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 Consultant 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>]</li> </ol> <p>AND</p> <p><b>Financial Proposal: To Be submitted in the FINANCIAL FOLDER available in the e-procurement portal under the RFP:</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> <li>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</li> </ol>

	<b><i>(ALL FIN FORMs SHALL BE SUBMITTED IN THE FINANICAL FOLDER ONLY. PROPOSAL SHALL BE SUMMARILY REJECTED IN CASE BIDDER SUBMIT ANY PRICE INFORMATION OTHER THEN FINACIAL FOLDER)</i></b>
<b>10.2</b>	<b>Statement of Undertaking is required</b> Yes
<b>11.1</b>	<b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b> Yes
<b>12.1</b>	<b>Proposals must remain valid for 120 days after the proposal submission deadline.</b>
<b>13.1</b>	<b>Clarifications may be requested online no later than 15 days prior to the submission deadline.</b> The contact information for requesting clarifications is: State Project Director, Assam Inland Water Transport Development Society, Near Ulubari, Flyover, Guwahati-781007 Facsimile: NA E-mail: <a href="mailto:dir.iwtlds-as@gov.in">dir.iwtlds-as@gov.in</a>
<b>14.1.1</b>	<b>Shortlisted Consultants may associate with</b> <b>(a) non-shortlisted consultant(s): No</b> <b>Or</b> <b>(b) other shortlisted Consultants: No</b>
<b>14.1.2</b> (do not use for Fixed Budget method)	<b>Estimated input of Key Experts' time-input: 70 person-months.</b>
<b>14.1.3</b> for time-based contracts only	The Consultant's Proposal must include the minimum Key Experts' time-input of <b>70 person-months.</b> For the evaluation and comparison of Proposals only: If a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

	The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.
<b>14.1.4 and 27.2</b> use for Fixed Budget method	Not Applicable
<b>15.2</b>	The format of the Technical Proposal to be submitted is: FTP. <b>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</b>
<b>16.1</b>	<p>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any)</p>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates:</b> No
<b>16.3</b>	<b>Information on the Consultant's tax obligations in the Client's country can be found at <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a>, <a href="http://www.finmin.nic.in">www.finmin.nic.in</a>, <a href="http://www.gst.gov.in">www.gst.gov.in</a>, <a href="http://gstcouncil.gov.in">gstcouncil.gov.in</a></b>
<b>16.4</b>	<b>The Financial Proposal shall be stated in the following currencies:</b> Consultant has to express the price for their Services in Indian Rupee only. <b>The Financial Proposal should state local costs in the Client's country</b>

	<b>currency (local currency):</b> N/A
<b>C. Submission, Opening and Evaluation</b>	
17.1	<p><b>Hard Copy submission of Bids is not permitted and shall not be accepted.</b></p> <p><b>The Consultants shall have the option of submitting their Proposals electronically.</b></p> <p>The electronic Bid submission procedures shall be:</p> <p>For submission of the bid, the Consultant is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC (Class II). Aspiring Consultants who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <b><a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a></b>.</p> <p>Bids must be submitted online at <b><a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a></b> on or before the deadline for submission of bids, and will be opened online at the specified time and date for opening of bids, as given in ITB 19.1. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system does not allow any late submission of bids.</p> <p>Bidder is informed to get acquainted with the bid submission process in e-Tendering platform by contacting the e-Tendering service provider.</p> <p>Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the Consultant need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the Consultant is not required to withdraw his bid submitted earlier. The last modified bid submitted by the Consultant within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A Consultant may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is allowed.</p>
17.4	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original in the designated e-procurement portal</p>

	(b) <b>Financial Proposal:</b> one (1) original in the designated e-procurement portal									
<b>17.7 and 17.9</b>	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date: 28<sup>th</sup> June,2023</b></p> <p><b>Time: 14:00 hours IST</b></p>									
<b>19.1</b>	<p><b>An online option of the opening of the Technical Proposals is offered:</b> Yes</p> <p><b>The opening shall take place at:</b></p> <p>Assam Inland Water Transport Development Society, 3<sup>rd</sup> Floor, Directorate of Inland Water Transport, Near Ulubari Flyover, Guwahati- 781007, India</p> <p><b>Date: 28<sup>th</sup> June,2023</b></p> <p><b>Time: 16:00 hours IST</b></p> <p>In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day</p>									
<b>19.2</b>	<b>In addition, the following information will be read out aloud at the opening of the Technical Proposals: N/A</b>									
<b>21.1</b> (for FTP)	<p>Consultants' technical proposal shall be evaluated in two parts after establishing the responsiveness of their proposal to the Terms of Reference and the RFP.</p> <p><b>Part A</b> (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet these criteria in <b>Part A</b>, shall not be further evaluated, and the proposal shall be rejected.</p> <p>Technical Proposal of consultant who meet the criteria in <b>Part A</b>, shall be evaluated further using the scoring scheme contained in <b>Part B</b> below:</p> <p><b>Part A: Mandatory Criteria:</b></p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Criteria</th> <th>Documents Required</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>The firm should be in business for at least last five years ending on 31.03.2023</td> <td>(Registration certificate, Copies of PAN, TAN and GST registration).</td> </tr> <tr> <td>2.</td> <td>The firm should have an annual average turnover from consultancy of INR 60 million or above in the last three financial years i.e., 2019-</td> <td>Statutory Auditor Report to be attached.</td> </tr> </tbody> </table>	S. No.	Criteria	Documents Required	1.	The firm should be in business for at least last five years ending on 31.03.2023	(Registration certificate, Copies of PAN, TAN and GST registration).	2.	The firm should have an annual average turnover from consultancy of INR 60 million or above in the last three financial years i.e., 2019-	Statutory Auditor Report to be attached.
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	20, 2020-21, 2021-22	
3	<p>The firm should have completed in last 5 years (as on the last date of submission of bid) at least 5 (five) similar consultancy services in any sector out of which:</p> <p>(i) 1(one) should be in the water/marine sector/river bank protection.</p> <p>(ii) 1(one) should be externally aided project in India in any sector.</p> <p>(iii) The firm should have experiences in last 5 years in providing technical support Service for at least 1 activity involving construction of Jetty/terminal and bridges in river/sea.</p> <p>“Similar assignment” is defined as consultancy works carried out for technical support and consultancy services sector.</p>	<p>The past experience in similar nature of work should be supported by certificates issued by the client’s organisation. In case the work experience certificate is not attached, the completion/substantial completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates.</p> <p>(The furnished documents must substantiate that the jetty/terminal/bridge works of requisite specifications have been executed).</p>
<b>Part B:</b>		
Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals		
	<b>EVALUATION CRITERIA</b>	<b>Maximum Points</b>
I	<p>Specific Experience of The Consultant (As A Firm) Relevant to The Assignment.</p> <p>Financial Experience:</p> <p>i) An annual average turnover from consultancy of INR 60 Million in the last three financial years i.e., 2019-20, 2020-21, 2021-22 – 1 point</p> <p>ii) An annual average turnover from consultancy of INR 75 Million and above in the last three financial years i.e., 2019-20, 2020-21, 2021-22 – 2 points.</p> <p>iii) An annual average turnover from consultancy of INR 100 Million to above in the last three financial years i.e. 2019-20, 2020-21, 2021-22– 3 points</p> <p>Technical/Experience:</p> <p>i)1 (one) assignment of technical support consultancy services in water transport/marine sector executed in the last 5 years involving construction of</p>	20

	<p>(a) Jetty/Terminal in river/sea and a bridge in river/sea: 6 points OR</p> <p>(b) Civil works of Jetty/Terminal and bridge involving substantial pile foundation in marine / river conditions.: 6 points</p> <p>(c) For each additional assignment over and above minimum requirement executed in the Marine/Inland Waterway sector in the last 5 years: 2 points for each additional assignment subject to maximum of three (03) assignment.</p> <p>ii) 1 (one) assignment of technical support consultancy services in any sector executed in the last 5 years involving Multilateral Development Banks/Agencies (i.e., World Bank, ADB, AIIB, JICA, DFID)- 2 points</p> <p>(a) Each additional assignment over and above minimum requirement executed in the last 5 years: 1 point for each additional assignment subject to maximum of two (02) assignment.</p> <p>iii) Any other PMC consultancy of monitoring and supervision services-1 point (subject to a maximum of 1(one) assignment.</p>	
	<b>Total Points (Criteria-I)</b>	<b>20</b>
	<p>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 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}</p>	<b>Maximum Points</b>
<b>II</b>		
	<b>Evaluation Sub Criteria</b>	
<b>A</b>	Technical Approach and Methodology	8
<b>B</b>	Work Plan	8
<b>C</b>	Organisation & Staffing	4
	<b>Total Points (Criteria-II)</b>	<b>20</b>

	<table border="1"> <tr> <td data-bbox="419 192 488 539">III</td> <td data-bbox="488 192 1230 539"> <p><b>Key Experts' qualifications and competence for the Assignment:</b>  <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. Staffing requirement mentioned in the table below is the minimum requirement for the consultancy assignment. Consultants may add any expert if required based on their proposed methodology. However, any added position shall not be considered for evaluation.}</i></p> </td> <td data-bbox="1230 192 1396 539"> <p><b>Maximum Points</b></p> </td> </tr> <tr> <td colspan="3" data-bbox="419 539 1230 577" style="text-align: center;"><b>KEY EXPERTS</b></td> </tr> <tr> <td data-bbox="419 577 488 613">1</td> <td data-bbox="488 577 1230 613">Team Leader cum Project Management Expert</td> <td data-bbox="1230 577 1396 613">10</td> </tr> <tr> <td data-bbox="419 613 488 649">2</td> <td data-bbox="488 613 1230 649">Resident Engineer cum Construction Expert -Guwahati</td> <td data-bbox="1230 613 1396 649">10</td> </tr> <tr> <td data-bbox="419 649 488 685">3</td> <td data-bbox="488 649 1230 685">Resident Engineer cum Construction Expert - Majuli</td> <td data-bbox="1230 649 1396 685">10</td> </tr> <tr> <td data-bbox="419 685 488 721">4</td> <td data-bbox="488 685 1230 721">Structural Engineer/ Geo Technical Engineer</td> <td data-bbox="1230 685 1396 721">10</td> </tr> <tr> <td data-bbox="419 721 488 797">5</td> <td data-bbox="488 721 1230 797">Mechanical Engineer/ Marine Engineer/Naval Architect</td> <td data-bbox="1230 721 1396 797">10</td> </tr> <tr> <td data-bbox="419 797 488 833">6</td> <td data-bbox="488 797 1230 833">Contract Specialist &amp; Commercial Manager</td> <td data-bbox="1230 797 1396 833">10</td> </tr> <tr> <td colspan="3" data-bbox="419 833 1230 869"></td> </tr> <tr> <td colspan="2" data-bbox="419 869 1230 907"><b>Total Points (Criteria-III)</b></td> <td data-bbox="1230 869 1396 907"><b>60</b></td> </tr> </table>	III	<p><b>Key Experts' qualifications and competence for the Assignment:</b>  <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. Staffing requirement mentioned in the table below is the minimum requirement for the consultancy assignment. Consultants may add any expert if required based on their proposed methodology. However, any added position shall not be considered for evaluation.}</i></p>	<p><b>Maximum Points</b></p>	<b>KEY EXPERTS</b>			1	Team Leader cum Project Management Expert	10	2	Resident Engineer cum Construction Expert -Guwahati	10	3	Resident Engineer cum Construction Expert - Majuli	10	4	Structural Engineer/ Geo Technical Engineer	10	5	Mechanical Engineer/ Marine Engineer/Naval Architect	10	6	Contract Specialist & Commercial Manager	10				<b>Total Points (Criteria-III)</b>		<b>60</b>	
III	<p><b>Key Experts' qualifications and competence for the Assignment:</b>  <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. Staffing requirement mentioned in the table below is the minimum requirement for the consultancy assignment. Consultants may add any expert if required based on their proposed methodology. However, any added position shall not be considered for evaluation.}</i></p>	<p><b>Maximum Points</b></p>																														
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6	Contract Specialist & Commercial Manager	10																														
<b>Total Points (Criteria-III)</b>		<b>60</b>																														
	<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> <ol style="list-style-type: none"> <li>1) General qualifications (general education, training, and experience): 20%</li> <li>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70%</li> <li>3) Relevant experience in the North East Region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%</li> </ol> <p><b>Total weight: 100%</b></p> <p><b>Total points for the four criteria (I, II &amp; III): 100</b></p> <p><b>The minimum technical score (St) required to pass the technical bid evaluation stage and qualify for the opening of financial bid is: 75%</b></p>																															
<p><b>21.1</b> [for STP]</p>	Not Applicable																															
	<b>Public Opening of Financial Proposals</b>																															
<p><b>23.4</b></p>	<p><b>An online option of the opening of the Financial Proposals is offered: Yes.</b></p>																															



	The electronic summary of the bid opening will be generated and uploaded online. The summary of the opening of Financial Proposal shall be uploaded in the e-procurement portal.
<b>23.5</b>	<p>Any interested party who wishes to attend this public opening should contact Sr. Procurement and Contract Management Specialist, AIWTDS and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p>
<b>25.1</b>	<p>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 services rendered by non-resident experts in the Client's country.</p> <p>During the 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>
<b>26.1</b>	<b>Refer 16.4</b>
<b>27.1</b> (QCBS only)	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80, and</b></p> <p><b>P = 20</b></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: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<b>D. Negotiations and Award</b>

28.1	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> 28<sup>th</sup> July,2023</p> <p><b>Address:</b></p> <p>State Project Director, Assam Inland Water Transport Development Society, 3<sup>rd</sup> Floor, Directorate of Inland Water Transport, Near Ulubari, Flyover, Guwahati-781007</p>
32.1	<p>The successful Consultant shall submit the Beneficial Ownership Disclosure Form.</p>
34.3	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b> within 15 days from the date of signing of Agreement.</p> <p><b>Location:</b> Guwahati, Assam, India</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the Annex III of the “<a href="#">Procurement Regulations for IPF Borrowers</a>”. If a consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p><b>For the attention:</b> Mr. Gaurav Upadhyay, IPS</p> <p><b>Title/position:</b> State Project Director</p> <p><b>Client:</b> Assam Inland Water Transport Development Society</p> <p><b>Email address:</b> <a href="mailto:dir.iwtds-as@gov.in">dir.iwtds-as@gov.in</a></p> <p>In summary, a procurement-related complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this Request for Proposal;</li> <li>2. the Client’s decision to exclude a consultant from the procurement process prior to the award of contract; and</li> <li>3. the Client’s decision to award the contract.</li> </ol>

## 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 authorized representative of the Consultant who signs the Proposal.**

## Form TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

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{Location, Date}

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To: *[Name and address of Client]*

Dear Sirs:

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

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

*{OR*

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 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 Fraud and Corruption 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 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 Client'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, ITC 12.7, 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 12 and ITC 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 ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

---

Signature (of Consultant's authorized representative) **{In full and initials}**:

Full name: {insert full name of authorized representative }

Title: {insert title/position of authorized representative }

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

Capacity: {insert the person's capacity to sign for the Consultant }

Address: {insert the authorized representative's address }

Phone/fax: {insert the authorized representative's phone and fax number, if applicable }

Email: {insert the authorized representative's email address }

## 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
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

#### B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last [.....]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 members. 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}

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{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**

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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

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

## Form TECH-5 (for FTP and STP)

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client }												
<b>D-2</b>	{e.g., Deliverable #2:.....}												

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


### Form TECH-6 (for FTP and STP)


#### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization.

- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input 

Part time input 

## Form TECH-6 (Continued)

### CURRICULUM VITAE (CV)

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

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

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

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

**Membership in Professional Associations and Publications:**

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

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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant’s Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

**Expert’s contact information:** (e-mail....., phone.....)

**Certification:**

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

{ day/month/year }

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Name of Expert	Signature	Date
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{ day/month/year }

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Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
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## **Form TECH-7 (for Full Technical Proposal Only)**

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

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

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

**Form TECH-7 (for Simplified Technical Proposal Only)**  
**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 Terms of Reference described in Section 7.**



## Section 4. Financial Proposal - Standard Forms

***(ALL FIN FORMS SHALL BE SUBMITTED IN THE FINANCIAL FOLDER ONLY. PROPOSAL SHALL BE SUMMARILY REJECTED IN CASE BIDDER SUBMIT ANY PRICE INFORMATION OTHER THEN FINACIAL FOLDER. ALL FINANCIAL FORMS WILL BE AVAILBLE IN EXCEL FORMAT WHICH NEED TO BE DOWNLOADED AND DULY FILLED FORMS NEED TO BE UPLOADED IN THE FINANCIAL FOLDER AGAIN)***

{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

**(This form will be available in excel format in the Financial Folder, same needs to be filled in excel and uploaded in the Financial folder)**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)}{Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 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 valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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,

Signature (of Consultant's authorized representative) **{In full and initials}**:

Full name: {insert full name of authorized representative }

Title: {insert title/position of authorized representative }

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

Capacity: {insert the person's capacity to sign for the Consultant }

Address: {insert the authorized representative's address }

Phone/fax: {insert the authorized representative's phone and fax number, if applicable }

Email: {insert the authorized representative's email address} \_\_\_\_\_

{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

**(This form will be available in excel format in the Financial Folder, same needs to be filled in excel and uploaded in the Financial folder)**

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 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)}
<b>Cost of the Financial Proposal</b>				
Including:				
(1) <b>Remuneration</b>				
(2) <b>Reimbursables</b>				
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax e.g., GST}				
(ii) {e.g., income tax on non-resident experts}				

(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

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

## Form FIN-3

### Breakdown of Remuneration

**(This form will be available in excel format in the Financial Folder, same needs to be filled in excel and uploaded in the Financial folder)**

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

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

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	Total Costs							

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

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

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

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

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



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

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

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

**Sample Form (Not Applicable)**

Consultant:  
Assignment:

Country:  
Date:

**Consultant's Representations Regarding Costs and Charges**

We hereby confirm that:

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

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

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

**Consultant’s Representations Regarding Costs and Charges  
(Model Form I) ( Not Applicable)**

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

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

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

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

## Form FIN-4

### BREAKDOWN OF REIMBURSABLE EXPENSES

**(This form will be available in excel format in the Financial Folder, same needs to be filled in excel and uploaded in the Financial folder)**

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

<b>B. Reimbursable Expenses</b>								
N°	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): \_\_\_\_\_ [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

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

## Section 6. Fraud and Corruption

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly

- or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

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



## Section 7. Terms of Reference

**Terms of Reference for appointment of TSSC (Technical Support Services Consultant) for successful implementation of Construction of terminal and riverine infrastructure at North Guwahati & Umananda (Guwahati Cluster) and Neamati and Aphalamukh (Majuli Cluster), Assam.**

### 1. 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 have responsibility for operating water transport services. These services are provided by the State or local governments.
- 1.2 Both urban and rural 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 97 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, security forces, tourist organizations and other private cargo operators.
- 1.3 The Directorate of Inland Waterway Transport Assam (DIWTA), 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 3015 regular staff.
- 1.4 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 Government of Assam has applied for

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World Bank loan assistance to implement it's the Assam Inland Water Transport Project (AIWTP).

- 1.5 Under the AIWTP, the construction works of terminal and riverine infrastructure at North Guwahati & Umananda (Guwahati Cluster) and Neamati & Aphalamukh (Majuli Cluster) Assam.

## **2. Project Component**

2.1 Assam Inland Water Transport Development Society (AIWTDS) is the Project Management Unit (hereinafter called also the '**Employer**') of Assam Inland Water Transport Project and it intends to engage a Technical Support Services Consultant (TSSC) for development of the Project as mentioned in Section 7 of this Terms of Reference. The TSSC will efficiently manage the entity appointed for undertaking the Project works (the "**Contractor**") and provide assistance to successfully complete and deliver the Project (as defined in Section 7) on behalf of AIWTDS. TSSC shall ensure progress of the works and quality of deliverables by Contractor in implementation of the Project as per the WB guidelines and applicable Employer's acts, rules and regulations. The TSSC will provide Technical Support Services (TSS) on technical, construction and advisory related matters for successful completion of the terminal and riverine infrastructure at North Guwahati & Umananda (Guwahati Cluster) and Neamati & Aphalamukh (Majuli Cluster) Assam. Such services shall be in the form of on-site advisory and support services covering all critical aspects of the Project.

2.2 TSSC shall be a well-equipped and qualified firm to provide consultancy services in particular the works for engineering and execution, contract management, work safety issue, overall project performance management of the Contractor (and all execution agencies under the Contractor) and reporting the same along with providing related operational support to AIWTDS/World Bank. The TSSC shall be responsible for day-to-day construction management, quality assurance and control, safety management and supervision services including approval of materials and managing day to day construction at site/installation of all the works along with associated works as outlined in this document.

## **3. Objective of Consultancy**

3.1 The objective of this consultancy is to efficiently manage the contracts for construction works for the Project such that all activities envisaged for the Project are completed in agreed timeline, within budgeted cost & technical specifications and in full compliance with the World Bank guidelines and applicable Employer's acts, rules and regulations. The objective is also to ensure compliance to loan agreement

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covenants and to achieve project monitoring indicators and milestones as agreed-upon in the stipulated time frame.

- 3.2 The TSSC will be required to provide a team of suitably qualified experts, as per Sl. No. 11 of the ToR covering the disciplines required for the consultancy for a period, including full-time and need based/ part time resource deployment, as specified in Section 10 of this ToR.
- 3.3 The following are the principal tasks envisaged under the TSSC services:
- 3.3.1 Comprehensive project technical support as per the technical requirements including day to day supervision for ensuring progress, review of designs, environmental and social management, quality and safety parameters as outlined for scope of Contractor, coordination and management with all stakeholders including Contractor and Consultants.
- 3.3.2 Contract management and administration services
- 3.3.3 Preparing Project Reports and reviewing/updating project activities, monitoring of work progress, suggest measures to make up delay in progress, process extension of time, if any. The Consultant shall prepare suitable progress reporting formats and establish a comprehensive reporting system in discussion/agreement with AIWTDS.
- 3.3.4 Ensuring compliance to quality and safety parameters for the Project
- 3.3.5 MIS operational support

#### **4. Implementation Mechanism**

- 4.1 AIWTDS will administer the Project and shall nominate one “Engineer-in-Charge” for the Project outlined in Section 7 of this TOR. TSSC shall act as “Engineer’s Representative” of the “Engineer-in-Charge”.
- 4.2 The “Resident Engineer” for the Project shall be responsible for management of all project activities and shall make all engineering decisions at site during the implementation of the Contract, after requisite approvals of Engineer-in-Charge. The Resident Engineer of TSSC shall be responsible and report to respective Authorized official of AIWTDS for the Project. The Terminal and associated infrastructure under the Project shall have one Resident Engineer from TSSC posted at Terminal Site along with core and support team as per terms outlined in Section 10 of TOR.
- 4.3 The State Project Director, AIWTDS has charge of overall project administration. The Engineer-in-Charge will be the main interface between the Employer and TSSC. The Engineer-in-Charge shall regularly co-ordinate with and arrange for all submittals, deliverables from TSSC including but not limited to progress reports, financial issues, risk management etc. to AIWTDS for managing and ensuring smooth functioning of Project Site within timelines, budget and agreed quality and safety parameters as outlined in Contract.

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## 5. Contract Management Framework

The Engineer in-Charge and his assigned team from AIWTDS shall engage regularly with the TSSC for efficiently completing the various delivery items and regular coordination with TSSC at Project Site(s)/AIWTDS office. Frequent meetings between the AIWTDS, Directorate of Inland Water Transport (DIWTA), TSSC and representatives from World Bank at the Employer's office in Guwahati are foreseen during the period of Services. The project team will meet at least monthly and the TSSC through Engineer-in-Charge will report progress to these meetings. During the entire period of Services, the TSSC shall interact closely with AIWTDS/DIWTA/World Bank/ any other authorized representatives of the Employer to receive input and provide information sought by Employer.

## 6. Employer's Requirements: Overview

- 6.1 **Project:** Construction of terminal and riverine infrastructure at Guwahati Cluster (North Guwahati & Umananda) and Majuli Cluster (Neamati & Aphalamukh) Assam.
- 6.2 **Project Completion Time:** Estimated Project Completion time is 18 months.

## 7. Detailed Scope of Technical Support Services Consultant

The TSSC shall be responsible for effectively advising, assisting, and acting on behalf of the AIWTDS when so authorized, effective project management and supervision of the Project. All references made herein with respect AIWTDS, various consultants as appointed, contractor etc. including AIWTDS are hereby collectively referred as “**Stakeholders**” in this TOR and the same should be read in relevant context as applicable to and involving concerned stakeholder for purpose of coordination and reporting to be undertaken by TSSC. The mechanism and mode of implementation along with contractual framework for executing this TOR and formal reporting structure involving all stakeholders is clearly explained in section 2 to 5 of TOR.

The quality of TSSC services for construction management and supervision at site should be of the standard expected under the Project Agreement with the World Bank. The Project comprises of Construction of terminal and riverine infrastructure at North Guwahati & Umananda (Guwahati Cluster) and Neamati & Aphalamukh (Majuli Cluster) Assam, and the construction works are likely to commence in August 2023.

The TSSC must ensure deployment of the Key-Experts proposed in the RFP for the duration of the Project. In certain unavoidable circumstances the Client may accept an

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alternative Key Expert having equal or better qualifications and experience than those of the originally proposed Key Expert. Non-compliance of this requirements may lead to termination of Contract at any time.

Overall, the scope of the TSSC services shall be as indicated herein, but not limited thereto.

### **7.1 Project Preparation**

- (i) Acquaint with all the work done, reports/documents prepared for this project i.e., Review existing reports/documents prepared for this project prior to appointment of TSSC.
- (ii) Review and comment on baseline surveys and reports in respect of planned terminal and accordingly give final recommendations/changes to be incorporated in surveys and reports during the preparation of detailed designs by the Contractor.
- (iii) Set procedures, systems, standards, criteria and reporting systems for the Contractor.
- (iv) Assist AIWTDS in monitoring site-readiness for the projects.
- (v) Carry out/assist AIWTDS for other activities required for preparation of project.
- (vi) Prepare the Risk Management Plan by identifying the risks in the Project, categorizing and prioritizing the action plan for the identified risks.
- (vii) Verify whether implementation offsite-specific Resettlement Action Plan/Indigenous Peoples Development Plan (RAP-cum-IPDP) is completed prior to the handing over of the encumbrance free site area to the Contractor for initiating construction work. The TSSC shall provide options and advice in accordance to the Resettlement Policy Framework/Indigenous Peoples Development Framework (RPF/IPDF) in case of additional land requirement or resettlement impacts encountered during the implementation.

#### **7.1.1 Team Mobilization and Project Start-up**

The Team Leader of TSSC, along with its team members, will prudently organize themselves and put in place accountable personnel, systems, processes and all that's needed to deliver it mandate effectively. This shall involve holding periodic meetings and preparing for (but not limited to) the following:

- (i) Rules and responsibilities of all parties and Stakeholders in the Project setup and lay out the rules and guidelines for implementation of the project.
- (ii) Reporting system and point of contact(s)
- (iii) Setting up of its project office nearby to the project location.

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- (iv) Issuing of Project Reports, Contract Documents and other background information related to the project.

### **7.1.2 Review of available Contract Documents**

Study of contract agreement between Employer and the Contractor(s): TSSC shall review the contract agreements for understanding the responsibilities vested with the Contractor involved in the project. The understanding of the contract provisions is very important in the overall success of the project. It is very important to have clarity and thorough understanding of various provisions, in all aspects, and adequately robust to cope up with the requirements for the successful completion of project. The provisions of the achievements of the milestones and the penalties, the procedure for dispute resolution, if arises are absolutely vital for the success of the project.

### **7.1.3 Documentation Review**

TSSC shall be responsible for review and finalization of technical documents submission made by the Contractor to ensure compliance with applicable guidelines, standards, local rules and regulations, WB guidelines and Employer's rules and regulations, Bureau of Indian Standards, and as per publications as well as best global engineering practices and any other developed countries standards in the order of appearance hereinabove.

- (i) Review Contractors' Occupational Health and Safety (OHS) plan, Labour management and Workers' Camp Management Plan and Contractor's Code of Conduct (CoC) with a grievance mechanism for Contractor's personnel to confirm that it meets with the requirements, in light of the site conditions. Assist AIWTDS including other concerned stakeholders on actions required on review done / suggestions for construction aspects as and when required.
- (ii) Review and approve the "as built" drawings submitted by the Contractor.

### **7.1.4 Project Monitoring and Control**

TSSC shall be responsible for monitoring entire project development and progress related to execution thereby assisting all Stakeholders in efficient project management and rendering advice in taking necessary actions for timely and quality completion of the project.

- (i) Review and comment on the project schedule prepared by the Contractor(s)/ executing agency and assist all stakeholders to provide necessary approvals.
- (ii) Monitor project development at project site against agreed scheduling and co-ordinate for finalizing the mitigation plan in case of delay. Monitor physical and financial progress for execution of works. Assist in forward physical and financial planning

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- (iii) Monitor project development goals for site execution against stipulated goals in project indicator framework.
  - (iv) Update/revise project scheduling, developmental goals, physical and financial achievements of Contractor in co-ordination with all stakeholders.
  - (v) Report weekly, monthly and quarterly project status to all stakeholders.

#### **7.1.5 Detailed Tasks**

- (i) Review Contractor's detailed works program along with concerned stakeholders for procurement and installations and suggest modifications, where deemed necessary.
- (ii) Review the suitability of Contractor's key personnel and suggest modifications where required. Also review if the plant & equipment have been mobilized as per contract requirement and performing satisfactorily to meet the target of completion. If not, the Contractor shall be instructed to replace such equipment(s)
- (iii) Ensure that all the works carried out under this program fully comply with engineering designs, technical specifications, drawings, established codes & sound engineering practices.
- (iv) Assist in interpretation of the drawings and technical specifications etc. as and when required
- (v) Review the construction methodology proposed by the Contractor for execution of works and suggest modifications as necessary, in order to ensure that the same is satisfactory in respect of technical requirements, project implementation schedule and safety of the works, property, personnel & general public.
- (vi) The TSSC will assist concerned stakeholders to inspect the work on completion before taking over by the Employer and indicate any rectification required and outstanding work to be carried out by the Contractor prior to issuance of certificate of completion by Employer, and will indicate any defects to be rectified during defect liability period.
- (vii) Recommendations regarding methods and procedures for the evaluation and the system for monitoring of works after completion.

#### **7.2 Project Execution**

- (i) Assist in monitoring/execution of all works during contract period of the Project.
- (ii) Ensure adequacy, stability and safety of all personnel and construction works being executed by the Contractor during the construction, operation and maintenance up to the end of the defect liability period.

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- (iii) Regular site reporting to monitor progress in implementation, including physical progress, Contractor performance, and adequacy of Contractor's supervision.
  - (iv) Check measurement sheets including daily measurement log/progress of works & milestones submitted in Contractor's bills submitted at intervals as per contract and certify payment due to the Contractor.

#### **7.2.1 Detailed Tasks:**

- (i) Assist in planning of all works.
- (ii) Assist in monitoring and tracking statutory approvals and clearances.
- (iii) Assist concerned stakeholders to deal with performance deviation by Contractor.
- (iv) Advise and assist concerned stakeholders in defending Employer's stand
- (v) Advise and assist in minimizing disputes/claims.
- (vi) Advise and assist concerned stakeholders in coordination and external meetings.
- (vii) Assist and advise on encumbrance removal/utility shifting during construction period.
- (viii) Assist/ advice regarding timely handing over the site to the Contractor in stages and the advance actions required to be taken for the handing over of the site and to achieve the milestones for completion of the construction packages.
- (ix) Carry out proper monitoring of progress of the works through computer aided project management techniques;
- (x) Check Contractor's setting out of works prior to execution, for conformance with the 'Good for Construction' drawings and file daily, weekly and monthly reports with verify lines and levels to ensure works are being executed as per the approved drawings/layouts, alignments and levels.
- (xi) Approve Contractor's proposed designs/drawings for temporary works;
- (xii) Inspect at regular intervals the Contractor's work sites, plant and facilities;
- (xiii) Inspect worksite at regular intervals to ensure contractor's compliance with their contractual commitment, with specific focus shall be to ensure compliance with the contractor's ESMP, contractor's code of conduct and Labour management/labor Influx and Workers' Camp Management Plan, including measures for labour welfare and prevention of sexual exploitation, abuse harassment (SEAH),as per



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relevant laws and immediately notify both the Employer and the Contractor of any infringement or violation.

- (xiv) Maintain records, working/as-built drawings, and test data, details of variations, correspondence, and diaries in the formats approved/specified by the Employer;
- (xv) Ensure that the quality of materials used, meet the specifications of contract agreement.
- (xvi) Maintain records of all plant, labour and materials used in the construction of the works;
- (xvii) Ensure that the quality of workmanship and the temporary arrangements/ structures made for carrying out the works meet the requirement of specifications and safety standards.
- (xviii) Verify physically the measurements taken by the Contractor for payment and maintain measurement records in standard format.
- (xix) Assist concerned stakeholders in scrutiny of invoices raised and settlement of all claims amicably.
- (xx) Issue interim payment certificates for processing Contractor's invoice. Certify completion of part or all of the works for payment;
- (xxi) Analyze claims submitted by the Contractor and prepare recommendations for the approval of "Engineer-in-Charge" in terms of both technical and financial issues, for the claims for response to the Contractor.

### **7.2.2 Labor Management Plan.**

The TSSC consultant shall monitor all the provisions of all Acts, Laws, Regulations, Rules or by-laws of the Central Govt. State Govt., and or any local and Statutory Authority amended from time to time and applicable in respect of engagement of labour, such as, but not limited to:

- (i) The Payment of Wages Act, 1936.
- (ii) The Minimum Wages Act, 1948
- (iii) The Contract Labour (Regulation and abolition) Act, 1970
- (iv) The Workmen's Compensation Act, 1973.
- (v) The Employer's Liability Act, 1938
- (vi) The Maternity Benefit Act, 1961
- (vii) The Industrial Employment (Standing Order Act) 1946
- (viii) The Industrial Dispute Act, 1947
- (ix) The Payment of Bonus Act, 1965
- (x) The Employees Provident Fund Act, 1963
- (xi) The Personal Injuries (Compensation Insurance) Act, 1963
- (xii) The Employees State Insurance Act, 1948

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Moreover, the TSSC consultant shall maintain all records pertaining to labour engaged directly or indirectly on the work on daily basis, duly signed by the Contractor's site in-charge and Engineer - in - charge or their representatives and produce the records as and when called for.

### **7.3 Quality Assurance and Quality Control**

- (i) TSSC shall be responsible for Quality Assurance & Technical Auditing (QA/TA) of the construction works. Develop forms and procedures to ensure implementation of a proper Quality Assurance system on all activities and aspects of the project.
- (ii) Assist the concerned stakeholders on matters connected with quality assurance/control aspect of works to ensure the quality of work and its conformity with the standards & specifications prescribed in the contract.

#### **7.3.1 Detailed Tasks:**

- (i) To ensure high quality in construction works to be executed.
- (ii) Review and approve the quality assurance/ control system & procedures being followed by the Contractor.
- (iii) Check & approve sources of materials and ask the Contractor to submit materials ordering schedule;
- (iv) Review suitability of source and quality of construction materials based on inspections, test results/ manufacturer's certificates etc.
- (v) To assist concerned stakeholders in verification of the field-testing laboratories set up by the Contractor in respect of its facilities, adequacy, arrangements, equipment and laboratory staff etc.
- (vi) Witness all the Quality Control tests being conducted by the staff of the Contractor in the Contractor's field-testing laboratory. The TSSC will also ensure the compliance and review the test results of the samples of Contractor's Material tested at intervals agreed in inspection and Test Plan at Govt. Engineering College laboratory or approved NABL accredited laboratory.
- (vii) Assist during inspection of the construction equipment and other related machinery to assess their suitability for the works. The TSSC shall ensure that all testing equipment used in the laboratory have valid calibration certificate. During course of inspection if any item of the work is found substandard or unacceptable, the TSSC would inform the concerned stakeholders the rectification or replacement required in writing, giving full justification thereof with necessary supporting data.

##### **7.3.1.1 Preparation of Quality Assurance Plan**

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- (i) The TSSC in discussion with Employer shall prepare a Quality Assurance Plan (QAP), which will detail, TSSC's Plan to conduct the various activities and measures/procedures to keep a check on the quality of the products.
  - (ii) The quality Assurance Plan and Quality Control Procedures will be continually checked by the TSSC's supervisory staff to oversee that the work is completed according to specifications as laid out in Tender and applicable Relevant Indian Code of Practice including international and good practices.
    - a) The main considerations that should weigh with preparation of an overall Quality Assurance Plan are:
    - b) Clearly defining the objectives,
    - c) Enumerating the activities involved
    - d) Incorporating the requirements of quality in each activity and providing for a fail-proof safeguard, if any.
    - e) Laying down the surveillance plan, checks for each identified lapse and omission,
    - f) Inspection and Test Plans including frequency of tests, at field lab or external approved lab, including requirement for witnessing.
    - g) The TSSC shall also develop forms and procedures for proper implementation of Quality Assurance Plan. They shall, inter alia, include the following:
      - (i) Procedure for storing of materials to be used in permanent works. Organization of materials from stockyards during laying and finished works
      - (ii) Type, frequency and procedure of tests for different kinds of materials used for construction and permanent installations including mechanical, electrical and electronic equipment.
      - (iii) Inspection and test plans including requirement for witnessing
      - (iv) Requirements for record keeping
      - (v) Norms and procedures for control of process related to laying of concrete structures and installation of other permanent works covering all disciplines involved in enabling Construction of Terminal.
      - (vi) Acceptability criteria for works and workmanship
      - (vii) Formats for recording and compilation of test data
      - (viii) Reporting system for test results and for actions to be taken in respect of quality

### **7.3.1.2 Review of Field-Testing Laboratories**

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The laboratory and all facilities thereby will be supplied through the Construction Contracts by the Contractor. The list of equipment being provided will be made available to the Team Leader by the Employer. The Team Leader with the assistance of Sr. Quality Assurance Engineer will check the field laboratory set up of Contractor against this list and report any discrepancies or additional equipment necessary.

#### **7.3.1.3 Quality and Technical Audit**

- (i) All Test and Controls before, during and after execution of the works will be preliminary defined beforehand and agreed leading to an organized systematic Quality Control.
- (ii) The TSSC will review the laboratory setup of the Contractor including the calibration of equipment. A comprehensive Testing Program and standardization of forms for testing purpose will be set up. Typical standard sheets will be produced for all the test required. They shall, inter alia, include the following:
  - a) The type of test to be performed,
  - b) Demands of specifications in relation to materials or final product,
  - c) The person responsible for testing,
  - d) The periodicity and frequency of the test (Volume of works, daily, weekly, before execution, etc.)
  - e) The standard and limits to be observed.
- (iii) The TSSC shall ensure that the Contractor maintain systematic documentation of all testing as per the forms that will be developed by the TSSC.
- (iv) The TSSC will audit the quality reports maintained by the Contractor and will also witness the testing of material. Where necessary, testing in other laboratories will be arranged by the Contractor and monitored by the TSSC.
- (v) The source of materials will also be reviewed, and test reports of quarry material will be audited to assess their engineering properties. For all prefabricated and ready-mix items, certificated from manufacturers will be audited to verify that that the items meet the project requirement and specifications.
- (vi) The TSSC will develop procedures to audit various items of construction and ensure that all concerned persons understand and implement these procedures with special emphasis on proper testing before any element is covered up. If during inspections the Consultant finds improper materials have been used or if tests fail to meet the requirement of the specification, the consultant will notify the concerned stakeholders.

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- (vii) The TSSC will regularly inspect all the work site to ensure, on the basis of first-hand observation that works are being executed according to plans and specification and to provide on the job training to local supervision personnel. If any deficiencies in quality are observed during site visits, remedial measures will be initiated on the spot.
  - (viii) Supervisory personnel will be educated in proper techniques to inspect/test for the problem and to prevent repetition.

#### **7.4 Project Closure Stage**

After completion of the construction, the TSSC will inspect the entire Project or parts of the Project with representatives of concerned Stakeholders.

- (i) Ensure that the Contractor's demobilization is as per the agreed Demobilization Plan.
- (ii) Check and certify As-Built Drawings prepared by the Contractors or any such documentation as per the requisite of the contractor's contract before recommending the issuance of Taking-Over Certificate.
- (iii) All defects, imperfections, and faults will be notified to the AIWTDS. AIWTDS will instruct the Contractor for rectification of the defects. Upon completion of all rectification a Final Inspection will be performed with AIWTDS and the Contractor.
- (iv) At the completion of the works, assist the Employer in preparing a consolidated Project Completion Report in the format as prescribed by Client.
- (v) Following final inspection of the project and the correction of all identified deficiencies on the project, the TSSC shall recommend to AIWTDS to issue the Project Completion Certificate

#### **7.5 Other activities related to the Project**

- (i) Efficient Documentation both on paper media and soft media
- (ii) Assist in handling RTI applications and assessment of RTI compliance related to field works.
- (iii) Assist in handling audit observations including preparation of detailed of reply on Audit Para, factual note.
- (iv) Assist in important Correspondence with the World Bank and AIWTDS.
- (v) Presenting project status during WB missions and AIWTDS meetings as well as to prepare power point presentation on the same as per requirement.
- (vi) To assist in monitoring and evaluation including updating the indicators of result framework of the project.

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- (vii) Assist in arranging and conducting monthly progress review/coordination meetings and to prepare its minutes of meetings.

### **7.6 Deliverables**

TSSC may be expected to conduct additional field inspection on the specific aspects as required. TSSC shall provide reasonable advance notice of planned visit to site, schedule of meetings for review, and documents required for review, etc. to AIWTDS. The observations of the TSSC team should be discussed with project management team of the AIWTDS before concluding the visit. The reporting would be as per the check lists, and format approved by AIWTDS and qualitative feedback should be captured in narrative in separate documents. Hard copies & soft copies of the reports should be submitted to the AIWTDS office. AIWTDS and supportive team may then record their responses to the reports filed by the TSSC to the Construction/implementation/monitoring agency. TSSC should provide clarifications/explanations to all the concerned agencies.

### **7.7 Defects Liability Period**

During this period the TSSC will make at least one visit per month to verify the behavior of the structure and note defects, if any. The time schedule for the construction activities of this assignment has been proposed as 18 months from the date of commencement of services by the Contractor. The duration also includes extension of construction project due to unpredictable behaviour of river Brahmaputra which has been evidenced from past projects on NW-2.

- (i) If necessary, the TSSC will notify AIWTDS in assessing any possible defect that may appear, care will be taken to differentiate between a “construction defect”, which is the Contractor’s responsibility to correct and “normal wear and tear”, which is a maintenance item.
- (ii) Following each inspection, a report detailing the observed defects will be prepared and discussed with the AIWTDS and the Contractor involved. A solution to the issues will be determined in consultation with AIWTDS and the Contractor.
- (iii) At the end of the Defects Liability Period, the TSSC will make a final inspection with AIWTDS and the representative of the Contractor and certify to AIWTDS that all is in order and that the Contractor may be released from further obligation as per provision for contract.

### **8. Reporting Requirements and their timelines**

The TSSC will prepare and submit the following reports in hard and soft copy to AIWTDS in the format prepared by the TSSC and as approved by AIWTDS:

<b>Sl. No.</b>	<b>Particulars of the Report</b>	<b>No. of Copies</b>	<b>Content of the Report</b>	<b>Time of submission</b>
1)	Inception Report	3	TSSC will submit an Inception Report at the end of first month containing a description on approach and methodology along with detailed work plan and resource deployment plan.	Within 30 days from commencement of services.
2)	Quality Assurance Plan	3	TSSC shall prepare a quality assurance plan for achieving quality in construction based on national / international standards and best practices being followed.	Within 30 days from commencement of services.
3)	Monthly Progress Reports	3	Detailed description as mentioned below	Every month by 7 <sup>th</sup> day of the following month
4)	Quarterly Progress Reports	3	Detailed description as mentioned below	Every Quarter by 7 <sup>th</sup> day of the following Quarter
5)	River Safety Compliance Report	3	The TSSC shall prepare and submit compliance report on implementation of river safety management plan on quarterly basis. The report shall include outcome of river safety audit conducted by the Safety Expert and also incorporate recommendations for improving during operation of vessels safety.	Every Quarter by 7 <sup>th</sup> day of the following Quarter
6)	Standard operating procedure for evaluation	3	Recommendations regarding methods and procedures for evaluation and the system for monitoring the condition of works after completion after completion of each element (piles, link span, jetty, admin building etc.)	Within one month after completion of works against each element.
7)	Quality Certificate	3	Certificate regarding Quality of work executed for each activity of work and covering all types of works.	Within one month after completion of work.

Sl. No.	Particulars of the Report	No. of Copies	Content of the Report	Time of submission
8)	Defect Liability Report	3	Detailed description as mentioned above in 7.7.	Every Quarter by 7th day of the following Quarter during the Defect Liability Period.
9)	Final Completion Report with CD	3	The TSSC will prepare a comprehensive final completion report including As Built drawing, approved design, Equipment's installed, Utilities and Services (Electrical, Mechanical, and Electronics) or before the end of Consultancy Services.	Within 90 days after issuance of Completion Certificate of the Civil Works Contract

The TSSC shall also prepare and submit the following reports (hard & soft copy) within 30 days from commencement of Service.

Sl. No.	Description	Number	Copies	Content of the Report
1	Construction monitoring Manual	1	3	Construction Monitoring Manual shall include detailed project procedures for efficient and time-bound implementation of the project and for progress monitoring and quality control. This Manual shall be submitted within three months of the commencement of the consultancy services.
2	Maintenance Manual	1	3	Maintenance Manual shall be submitted two months prior to the completion of construction prepared in line with Civil Works Contract.

### Monthly Progress Reports

The TSSC shall prepare & submit a brief progress report summarizing the work accomplished by the supervision team for the preceding month. The report shall outline any problems encountered (administrative, technical or financial) and give details/ recommendations on how these problems have been/ may be overcome. Brief



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work progress summaries will be included for ongoing jetty and other major works, outlining problems encountered and solution/ recommended solutions. The report shall also record the status of payment of Contractor, monthly certificates of all claims for cost or time extensions, and of action required from government and other agencies to permit unconstrained works implementation.

### **Quarterly Progress Reports**

The TSSC shall prepare a comprehensive report summarizing all activities under the supervision contract at the end of each quarter, and also at other times when considered warranted by either the TSSC or the Concerned Stakeholders because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall include but not be limited to, (i) Details of major milestones achieved (ii) the progress of the Contract (iii) all contract variations and change orders (iv) the status of Contractor's claims, if any; (v) details of construction related grievances reported during the time-period, etc. and will include brief descriptions of the technical and contractual problems being encountered, physical and financial progress in approved formats, financial status of the contract as a whole consisting of the cost incurred, cost forecast, as well as financial plan (by World Bank and the Government), compliance with safeguards requirement, and other relevant information on the ongoing contract.

### **Final Completion Reports**

The TSSC shall prepare a comprehensive final Completion Report of the contract, after entire work reaches a stage of substantial completion during the period of the consultancy services. These reports must be submitted within one month after the completion of the work by the Contractor and before taking over of all the works by the AIWTDS. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings, problems encountered & solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by AIWTDS. The Authority's Engineer will summarize and consolidate in a single report the key information to prepare the Final Completion Report on completion of the Civil Works contract including Services.

All the abovementioned reports, manual, certificates mentioned in Section-8 must be submitted to:

*State Project Director, Assam Inland Water Transport Development Society*

### **9. Data, services, and facilities to be provided by the Employer**

The following and any other such data, available with the AIWTDS shall be provided to the TSSC: models of past RFQ, RFP, project details, specifications, designs (as and when required) and Schedules or any other relevant document supportive to project development prepared by AIWTDS.

Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: Will be communicated later.

## 10. Staffing

The TSSC professionals must have relevant experience complying to the requirement of TOR, familiarity with the local conditions and prevalent local laws and must exhibit expertise of international standards in supervision of large infrastructure projects. Staff nominated by the selected TSSC must be confirmed as available for the project to do the scheduled work. At the time of RFP, the CVs of the proposed professionals must be submitted along with signed declaration by the proposed professionals confirming their availability for the project. CVs submitted without such declaration shall not be considered for evaluation. Staffing requirement mentioned in the table below is the minimum requirement for the consultancy assignment. Consultants may add any expert if required based on their proposed methodology.

The TSSC team must comprise of highly qualified and experienced Key and Non-Key Experts, best suited for the assignment. TSSC must provide CVs of both Key Experts and Non-Key Experts in their Technical Proposal. Some key experts shall be employed intermittently, at intervals which would be proposed by AIWTDS. The period of employment of key experts and non- key experts are indicated below:

Sl. No.	Resource	Deployment	
		No.	Man-months
<b>1</b>	<b>Key Resources</b>	<b>No.</b>	<b>Man-months</b>
1.1	Team Leader cum Project Management Expert	1	12
1.2	Resident Engineer cum Construction Expert <b>to be based at Site Full time</b>	2	18
1.3	Structural Engineer/Geo-technical Engineer	1	8
1.4	Mechanical Engineer/ Marine Engineer/Naval Architect	1	8
1.5	Contract Specialist & Commercial Manager (input to be divided equally between Home and Field)	1	6
<b>2</b>	<b>Non - Key Resource to be based at Site continuously</b>	<b>No.</b>	<b>Man-months</b>
2.1	Civil Engineer (Including Defect Liability Period)	2	18
2.2	Quality Control Engineer	2	18

Sl. No.	Resource	Deployment	
2.3	Quantity Surveyor and Billing Engineer	2	18
2.4	MIS Expert	2	18
2.5	Project Planning & Scheduling Expert	2	18
2.6	Electrical Engineer	1	6
2.7	Environmental Specialist	2	18
2.8	Social Development Specialist	2	18
2.9	Safety Officer	2	18
<b>3</b>	<b>Support Staff to be based at Site Full time</b>	<b>No.</b>	<b>Man-months</b>
3.1	Office Administrator & Document Controller	2	18
3.2	Office Support Staff	2	18

**Note:** The Consultant shall distribute the deployment of their Key Experts at Home and Field input mandatorily.

### 11. Qualification & Experience of Key Personnel

Sl. No.	Position	Educational Qualification	Experience, Roles & Responsibility
<b>A. Key Experts</b>			
1	Team Leader cum Project Management Expert	Should be a Graduate in Civil Engineering. Post-Graduation in Project Management / Port /Marine Engineering will be preferred.  Minimum 20 years of overall experience, including 5 years of experience as Team Leader in Port/IWT related construction supervision and Project management.	<ol style="list-style-type: none"> <li>Experience in managing similar large infrastructure project with various financing and procurement arrangements, supervision of field engineers.</li> <li>Ability to handle multiple projects simultaneously, should have handled as Resident Engineer or in a similar capacity at least three projects of similar works/magnitude.</li> <li>Alternatively, should have the experience as Team Leader with 8 years' experience of Project monitoring and supervision of at least two infrastructure projects preferably in Port sector of which one project should be of similar works/magnitude.</li> </ol>
2	Resident Engineer cum	Should be a Graduate in Civil Engineering. Post-	<ol style="list-style-type: none"> <li>Responsible for the project implementation activities of the</li> </ol>

Sl. No.	Position	Educational Qualification	Experience, Roles & Responsibility
	Construction Expert to be based at Site Full time	Graduation in Project Management/ Port /Marine Engineering will be preferred.  Minimum 15 years of overall experience including 5 years of experience in Port/IWT related constructions works / project management installation of large diameter driven and/or bored RCC piles or steel tubular piles or precast concrete piles of large lengths in marine/riverine conditions.	respective Contractors. 2. Shall ensure execution of works on site as per specifications / standards and interact with the AIWTDS and the respective Contractor. 3. Shall guide, supervise, coordinate and monitor the work of other experts in his team as well as those of the respective Contractor. 4. Assist team leader in efficient functioning of TSSC office. 5. Should have a proven record of supervision / project management in projects of similar nature and magnitude.
3	Structural Engineer/Geo-technical Engineer	Should be a Graduate in Civil Engineering. Higher qualifications and specialization in port related civil designs will be preferred.  Should have minimum 10 years of design experience including 5 years of experience in Port/IWT/riverbank protection related designs.	1. Should have handled similar assignment as Design Engineer manager or in a similar capacity for at least three projects of similar works/magnitude. 2. Alternatively, he should have 8 years' experience of design in at least three infrastructure projects preferably in Port sector of which one project should be of similar works/magnitude. 3. Responsible for the review of design. He shall undertake project site visits as and when required.
4	Mechanical Engineer/ Marine	Should be a Graduate in Mechanical/ Marine Engineering/ Naval	1. Responsible for all riverine works including berthing structure. 2. Advice client on policy / guidelines of

Sl. No.	Position	Educational Qualification	Experience, Roles & Responsibility
	Engineer/Naval Architect	Architecture with experience in construction  Minimum 10 years of experience in the relevant field.	Central / State Govt. Related to IWT matter. 3. Technical and contractual aspects of the projects. 4. Supervise project clearances for the project.
5	Contract Specialist and Commercial Manager	Should be a graduate in Civil Engineering from a reputed University or institution.  Minimum 15 years of experience in managing procurement of various consultancy/works contracts under different modes of funding including the multilateral/bi-lateral funded large public sector programs and procurement of Contracts as per the procurement guidelines of Govt. of India and multilateral/bi-lateral funded projects	1. Experience in Preparation and maintenance of procurement plans, bid process management, documentations, audit / review of procurement records, handling procurement related queries/complaints and any other requirement. 2. Develop procurement and contracting strategy and plan, strategic sourcing solutions and value buying to increase procurement synergies between the different projects on the corridor. 3. Manage contract, including review of invoices from contractors and match against relevant ToR/ Contracts 4. Review compliance and adherence to project agreements, contractual clauses.
<b>B. Non-Key Expert</b>			
1	Civil Engineer	Should be a Graduate in Civil Engineering.  Minimum 7 years in project management and construction supervision of civil Projects.  Preference shall be given to executed port/IWT	1. Responsible for the project implementation activities of the respective Contractors. 2. Ensure execution of works on site as per specifications and standards, and continuously interact with the AIWTDS and the respective Contractor.

Sl. No.	Position	Educational Qualification	Experience, Roles & Responsibility
		works /projects	3. Assist Resident Engineer cum Construction Expert in supervision, coordination and monitoring the work of the respective Contractor.
2	Quality Control Engineer	<p>Should be a Graduate in Civil Engineering. Post-Graduation in Soil &amp; Foundation Engineering / Geo-Technical Engineering or material management with specialization in Port/Harbor/IWT structures will be preferred.</p> <p>Minimum 7 years' experience including 2 years' experience in formulation and implementation of Quality Assurance plan for civil works in Harbor/Port/Marine /major infrastructure works and experience in mobilization, installation and calibration of Lab equipment.</p>	<p>1. Should be conversant with internationally acceptable modern standards for Quality Assurance in Harbor/ Marine/Port projects/major infrastructure works.</p> <p>2. Assist Sr. Quality Assurance cum Material Engineer and shall be responsible for supervising all the tests to be done in different stages of construction, besides ensuring that specified tests are done as per code / specifications laid down in the contract for all the different stages of construction.</p>
3	Quantity Surveyor and Billing	<p>Should be a Graduate in Engineering.</p> <p>Minimum 7 years in project management and construction supervision of civil Projects.</p>	<p>1. Responsible for the carrying out and verification of quantity estimations for the projects.</p> <p>3. Verify invoices raised by the contractor and coordinate with stakeholders to authorize the payments.</p>

Sl. No.	Position	Educational Qualification	Experience, Roles & Responsibility
		Preference shall be given to executed port/IWT works /projects	
4	MIS Expert	Should be a Graduate in computer Science. Master's degree in Construction Management from a reputed and recognized university or institution shall be preferred Minimum 7 years of experience of working with Management Information System for Private / Public sector / Government organizations and specifically more than 5 years of experience in MIS implementation and Project management for large Infrastructure programs.	<ol style="list-style-type: none"> <li>1. Design and maintain a database and regular process schedule for all the works undertaken by the Employer in the head office and/or by PIU formed by the Client.</li> <li>2. Update the database for status of progress of ongoing and completed works and assist AIWTDS in ensuring that projects are developed in accordance with the agreements between AIWTDS, World Bank and the State Governments / other relevant implementation agencies.</li> <li>3. Deploy pre-defined tracking processes, tools and dashboards and integration of tracking and follow up</li> <li>4. Periodically track and report progress of Coordinating between work streams and resolving issues</li> <li>5. Monitor projects at project level, provide feedback and intervene to course correct on issues that impact project value and timelines</li> <li>6. Supervise and coordinate with AIWTDS' employees, program managers, Contractors and with other Government departments as directed by AIWTDS including coordinating with the consultants directly engaged by AIWTDS.</li> <li>7. Prepare the guidelines / manuals / SOP for robust MIS system formed by the Employer for different Projects with a</li> </ol>

Sl. No.	Position	Educational Qualification	Experience, Roles & Responsibility
			<p>viewpoint to integrate with head office MIS System.</p> <p>8. Coordinate with ERP consultants and implementing agency for its successful implementation.</p>
5	<p>Planning and Scheduling Expert</p>	<p>Should be a Graduate in Engineering.</p> <p>Minimum 7 years in project management and construction supervision of civil Projects. Preference shall be given to executed port/IWT works /projects</p>	<ol style="list-style-type: none"> <li>1. Track the project progress in project scheduling softwares.</li> <li>2. Provide inputs to the stakeholders and TSSC team on the Physical/Financial progress.</li> <li>3. Carry out delay analysis and generate catch-up plan, prepare updated schedules.</li> </ol>
6	<p>Electrical Engineer</p>	<p>Should be a Graduate in Electrical Engineering. Post-Graduation in relevant field will be preferred.</p> <p>He should have minimum 10 years of experience in the relevant field.</p>	<ol style="list-style-type: none"> <li>1. Should have handled as Site Engineer or in a similar capacity at least three projects of similar works/magnitude.</li> <li>2. Alternatively, should have the experience as Site Engineer with 8 years' experience of Project monitoring and supervision of at least three infrastructure projects preferably in Port sector of which one project should be of similar works/magnitude.</li> <li>3. Responsible for the entire project implementation activities of the respective Contractors.</li> <li>4. Ensure execution of electrical works on site as per specifications / standards, and continuously interact through Team Leader with the AIWTDS and the respective Contractor</li> </ol>



Sl. No.	Position	Educational Qualification	Experience, Roles & Responsibility
7	Environmental Specialist	<p>Should be a Postgraduate in Environmental Sciences or relevant disciplines with specialization in ecology/bio-diversity.</p> <p>At least 5 years of experience in managing environmental impacts from construction of large infrastructure projects.</p>	<ol style="list-style-type: none"> <li>1. Experience in environmental parameter monitoring, compliance reporting, and detailed supervision of environmental health and occupational safety aspects of largescale construction.</li> <li>2. Experience in preparation and review of EIA &amp; EMP reports, knowledge of environmental clearance procedures and experience in dealing with State Expert Appraisal Committees (SEAC), Pollution Control Boards, State Environmental Impact Assessment Authorities, and other concerned Governmental bodies. Experience in gangetic dolphin conservation would be preferable.</li> <li>3. Responsible for reporting on compliance to EMP, and compliance to all applicable laws and regulations in India. Experience in using equipment for reduction of air, water and noise pollution.</li> <li>4. Responsible for ensuring compliance of the contractors to (i) the EMP, (ii) all applicable laws and regulations in India; (iii) Solid and Hazardous Waste Management and Wastewater Management.</li> </ol>
8	Social Development Specialist	<p>Should have Postgraduate in Social Science or relevant discipline. Minimum 5 years of experience in relevant field.</p>	<ol style="list-style-type: none"> <li>1. Experience in Social Impact Assessment (SIA), land acquisition and R&amp;R, community engagement specifically with women, familiar with labour laws, HIV/AIDS, grievance management, etc. and monitoring.</li> <li>2. Experience in stakeholder consultation</li> </ol>

Sl. No.	Position	Educational Qualification	Experience, Roles & Responsibility
			<p>and livelihood enhancement.</p> <p>3. Experience in working with State Government, District Administration, and other concerned Governmental bodies.</p> <p>4. Assist in preparation of ToR for any specific social studies.</p>
9	Safety Officer	<p>Diploma in civil engineering additional specialist training and qualifications directly relevant to engineering, traffic and transport safety in waterways/Infrastructure works.</p> <p>Minimum 7 years of relevant professional experience, in the waterways/infrastructure Safety field.</p>	<p>1. Should have extensive International-standard experience and skills in waterways/large infrastructure design, construction with specialization in traffic safety /port/IWT construction engineering aspects of works.</p> <p>2. Should have sound knowledge of contemporary waterways/large infrastructure safety engineering 'best practice' and be soundly familiar with (i) Current policies, standards and/or guidelines relating to waterways/large infrastructure design and construction in India and (ii) Current safe traffic engineering' concepts and approaches demonstrated elsewhere that may be brought into application in IWT.</p>

**PART II**

**Section 8. Lump-Sum Form of Contract**

**STANDARD FORM OF CONTRACT**

**Consultant's  
Services  
Lump-Sum**

## Preface

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

## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

**Project Name** Assam Inland Water Transport Project (AIWTP)

**Loan No.** P 157929

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

**Assignment Title:** Hiring of Consultancy firm for Integrated Water Transport Strategy for Assam Inland Water Transport Sector.

**between**

Assam Inland Water Transport Development Society

**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 Development Society (AIWTDS) (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 applied for a loan 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 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 agreement, including prohibitions of 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 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 agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
  - (b) The Special Conditions of Contract;

## (c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Form of Advance Payments Guarantee
- Appendix E: Technical Proposal

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, Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

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

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

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*[Authorized Representative of the Consultant – name and signature]*

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

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

*[Name of the lead member]*

---

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

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

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) “Day” means a working day unless indicated otherwise.
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (k) “GCC” means these General Conditions of Contract.
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all



businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “Local Currency” means the currency of the Client’s country.
- (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (q) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship between the Parties**

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

**3. Law Governing Contract**

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

**4. Language**

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

**5. Headings**

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

**6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be

deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

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

**7. Location**

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

**8. Authority of Member in Charge**

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

**9. Authorized Representatives**

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

**10. Fraud and Corruption**

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

**a. Commissions and Fees**

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

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

**11. Effectiveness of Contract**

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

**12. Termination of Contract for**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**,

- Failure to Become Effective** either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default

under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

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

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

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

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

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

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

**18. Suspension**

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

**19. Termination**

19.1. This Contract may be terminated by either Party as per

provisions set up below:

**a. By the Client**

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

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

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption 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 to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

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

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

**a. Standard of Performance**

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

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

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

**b. Law Applicable to Services**

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

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

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

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

**21. Conflict of Interest**

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**

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

- Commissions, Discounts, etc.** Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be** 24.1 The Consultant (i) shall take out and maintain, and shall cause



- taken out by the Consultant** any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and sub consultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records**
- 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the

program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

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

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

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

**29. Description of Key Experts**

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

**30. Replacement of Key Experts**

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

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

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

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

acceptable to the Client.

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

## **E. OBLIGATIONS OF THE CLIENT**

### **32. Assistance and Exemptions**

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

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

### **33. Access to Project Site**

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

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

- 34. Change in the Applicable Law Related to Taxes and Duties** 34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1
- 35. Services, Facilities and Property of the Client** 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 36. Counterpart Personnel** 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 37. Payment Obligation** 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

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

- 38. Contract Price** 38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 39. Taxes and Duties** 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract

unless it is stated otherwise in the **SCC**.

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

**40. Currency of Payment**

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

**41. Mode of Billing and Payment**

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

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

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

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

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

foregoing process shall be repeated.

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

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

**42. Interest on Delayed Payments**

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

**G. FAIRNESS AND GOOD FAITH**

**43. Good Faith**

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

**H. SETTLEMENT OF DISPUTES**

**44. Amicable Settlement**

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

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

**45. Dispute Resolution**

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

**II. General Conditions**  
**Attachment 1**  
**Fraud and Corruption**  
*(Text in this Appendix shall not be modified)*

**1. Purpose**

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

**2. Requirements**

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a)deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly

- or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

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



### III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the law of India.</b>
4.1	<b>The language is:</b> English.
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client: Assam Inland Water Transport Development Society</p> <p>Attention: Additional State Project Director Facsimile: NA E-mail (where permitted): <a href="mailto:dir.iwtds-as@gov.in">dir.iwtds-as@gov.in</a></p> <p>Consultant: _____ _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____</p>
8.1	NA
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> Additional State Project Director, Assam Inland Water Transport Development Society</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	<b>Effective Date:</b> Date of signing of the Contract
12.1	<b>Termination of Contract for Failure to Become Effective:</b> The time period shall be one month from the date of signing of the Contract.
13.1	<p><b>Commencement of Services: within</b> 15 (fifteen days) days from the date of signing of the 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><b>Expiration of Contract:</b></p> <p><b>The time period shall be</b> Thirty (30) months from the</p>

	Commencement of Services.
<b>21 b.</b>	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes</p>
<b>23.1</b>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's Negotiations:</p> <p>“Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>Indian</i> Applicable Law.</p>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) Professional liability insurance, with a minimum coverage of value equal to the total ceiling amount of the Contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of in accordance with the applicable law;</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the 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,</p>

	<p>as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>			
<b>27.1</b>	<i>All Proprietary rights remain with the CLIENT</i>			
<b>27.2</b>	The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.			
<b>32.1 (a) through (e)</b>	<i>Deleted</i>			
<b>32.1(f)</b>	<i>Deleted</i>			
<b>38.1</b>	<p><b>The Contract price is:</b> INR_____ <i>[insert amount as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p><b>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.</b></p> <p><b>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.</b></p>			
<b>39.1 and 39.2</b>	<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>			
<b>41.2</b>	<p><b>The payment schedule:</b></p> <p>The payment under this Assignment shall be made, after due acceptance of the deliverables by the society, as per the milestones detailed below:</p> <table border="1" data-bbox="513 1933 1423 2011"> <thead> <tr> <th>Sl. No.</th> <th>Milestone</th> <th>Percentage</th> </tr> </thead> </table>	Sl. No.	Milestone	Percentage
Sl. No.	Milestone	Percentage		

	1	On Acceptance of Inception Report	5 % of contract Amount
	2	<b>Payment for Progress of Work:</b> This amount shall be equated based on pro-rata percentage of the physical Progress of the Work at Site. (Physical Progress shall be verified by the TSSC based on the report submitted by the Contractor and approved by the Employer)	80% of the Contract Amount (to be paid on pro-rata basis)
	3	On issuance of Completion Certificate to the Contractor and a Final Report of TSSC	10% of Contract Amount
	4	Review during the Defect Liability Period and submission of report.	5% of Contract Amount (4 reports in Defect Liability Period of one year)
<p>All payments to TSSC shall be subject to the verification of attendance by the Employer.</p> <p>Note:</p> <p>1) Experts shall be deemed to be present at Work Site only if they are present at the station of work.</p> <p>2) All absence from the station will be considered as non-eligible attendance if a prior approval of same is not accorded by the Employer.</p> <p>3) Claim for Field input will be considered only on the approval of the Employer.</p>			
<b>41.2.1</b>	<i>Not Applicable</i>		
<b>41.2.4</b>	<b>The accounts are:</b>  <i>[insert account].</i>		
<b>42.1</b>	<b>The interest rate is:</b> 4 % per annum for each day of delay.		
<b>45.1</b>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></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 identification 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 Indian Council of Arbitration, New Delhi</i> for a</p>		

	<p>list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <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 concerning 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>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>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 Arbitration and Conciliation Act, 1996 and any amendments thereof.</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 a recognized legal or technical expert with extensive experience in relation to the matter in dispute</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Guwahati, Assam, India</i>;</p> <p>(b) the English language shall be the official language for all</p>

	<p>purposes;</p> <ul style="list-style-type: none"><li>(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; and</li><li>(d) The Arbitrator should give final award within 120 days of starting of the proceedings.</li></ul> <p>Performance under the contract shall continue during the arbitration proceedings and payments due to the Consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p>
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## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

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

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

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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

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

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

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

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

the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of [month], [year],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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*[signature(s)]*

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

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

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## **PART III**

### **Section 9. Notification of Intention to Award and Beneficial Ownership Forms**

## Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].***

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Client:** *[insert the name of the Client]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFP is issued]*

**Loan No. /Credit No. /Grant No.:** *[insert reference number for loan/credit/grant]*

**RFP No:** *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Consultant

<b>Name:</b>	<i>[insert name of successful Consultant]</i>
<b>Address:</b>	<i>[insert address of the successful Consultant]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Consultant]</i>

**2. Short listed Consultants** *[INSTRUCTIONS: insert names of all shortlisted Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]*

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] <b>Criterion (iv):</b> [insert score] <b>Criterion (v):</b> [insert score]  <b>Total score:</b> [insert score]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score]  <b>Total score:</b> [insert score]	[Proposal price]	[evaluated price]	<b>Combined Score:</b> [combined score] <b>Ranking:</b> [ranking]
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [insert score] <u>Sub-criterion a:</u> 1: [insert score]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score]	[Proposal price]	[evaluated price]	<b>Combined Score:</b> [combined score] <b>Ranking:</b> [ranking]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] <b>Criterion (iv):</b> [insert score] <b>Criterion (v):</b> [insert score]  <b>Total score:</b> [insert score]	<u>Sub-criterion c:</u> [insert score]  <b>Total score:</b> [insert score]			
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score]  <b>Total score:</b> [insert score]	[Proposal price]	[evaluated price]	<b>Combined Score:</b> [combined score] <b>Ranking:</b> [ranking]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		<b>Criterion (iv):</b> <i>[insert score]</i> <b>Criterion (v):</b> <i>[insert score]</i> <b>Total score:</b> <i>[insert score]</i>				
<i>[insert name]</i>	...					
...	...					



**3. Reason/s why your Proposal was unsuccessful** [*Delete if the combined score already reveals the reason*]

**[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point-by-point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]**

**4. How to request a debriefing** [*This applies only if your proposal was unsuccessful as stated under point (3) above*]

**DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).**

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

**Agency:** [insert name of Client]

**Email address:** [insert email address]

**Fax number:** [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

**5. How to make a complaint**

**DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, [insert date] (local time).**

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

**Agency:** [insert name of Client]

**Email address:** [insert email address]

**Fax number:** *[insert fax number] delete if not used*

[At this point in the procurement process] [ Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the “[Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “[How to make a Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

**DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of *[insert the name of the Client]*:

**Signature:** \_\_\_\_\_

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

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

***INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM***

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Consultant<sup>1</sup>. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

## **Beneficial Ownership Disclosure Form**

**Request for Proposal Reference No.:** *[insert identification no]*

Name of the Assignment: *[insert name of the assignment]*

To: *[insert complete name of Client]*

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

### **Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
<i>[include full name (last, middle, first),</i>			

<i>nationality, country of residence]</i>			
-----------------------------------------------	--	--	--

**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

**OR**

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant”

**Name of the Consultant:** *\*[insert complete name of the Consultant]* \_\_\_\_\_

**Name of the person duly authorized to sign the Proposal on behalf of the Consultant:** *\*\*[insert complete name of person duly authorized to sign the Proposal]* \_\_\_\_\_

**Title of the person signing the Proposal:** *[insert complete title of the person signing the Proposal]* \_\_\_\_\_

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]* \_\_\_\_\_

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]* \_\_\_\_\_

\* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to “Consultant” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

\*\* Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.