

**INVITATION FOR QUOTATIONS FOR  
SELECTION OF ARCHITECT FOR UPGRADATION & REFURBISHMENT OF  
EXISTING CREW TRAINING CENTRE, IWT, GUWAHATI.**

To

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Dear Sirs,

Sub : INVITATION FOR QUOTATIONS FOR SELECTION OF ARCHITECT FOR UPGRADATION & REFURBISHMENT OF EXISTING CREW TRAINING CENTRE, IWT, GUWAHATI

1. You are invited to submit your most competitive quotation for the following activities:-

Brief Description of the services	Approximate value of services (Rs.)
Providing Architectural Services and Supervision Consultancy for upgrading Crew Training Centre for Assam Inland Water Transport Department at Guwahati	2,95,000 /- (Two Lakh Ninety Five Thousand Only)

2. Government of India has applied for financing from the World Bank equivalent to US\$ 120 Million towards the cost of the Assam Inland Water Transport (AIWT) Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.
3. The AIWT Project in Assam state is being implemented by Assam Inland Water Transport Development Society (AIWTDS), which is an autonomous society registered under the Societies Registration Act.
4. To assist you in the preparation of your quotation, we are enclosing the following :
  - i. Instructions to Bidders (in two sections).
  - ii. Terms of Reference and Scope of works
  - iii. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
5. You are requested to provide your offer latest by 1400 hrs (IST) on 28<sup>nd</sup> Feb'2019.

6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at 1500 hrs (IST) on 28<sup>th</sup> Feb'2019 in the office of AIWTDS.
7. We look forward to receiving your quotations and thank you for your interest in this project.

*Rahul Ch Das, ACS  
I/c Additional 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)*

## **Instructions to Bidders**

### **SECTION - A**

**1. Scope of services**

The Assam Inland Water Transport Development Society (AIWTDS) (Employer) invites quotations for the services as mentioned in the table given below

Brief Description of the services	Approximate value of services (Rs.)
Providing Architectural Services and Supervision Consultancy for upgrading Crew Training Centre for Assam Inland Water Transport Department at Guwahati	2,95,000 /- (Two Lakh Ninety Five Thousand Only)

The successful bidder will be expected to complete the services as specified in Section C: Terms of Reference, Clause 5 – Deliverable schedule.

**2. Qualification of the bidder:** The bidder shall provide qualification information which shall include:-

- a) Valid Registration of Firm in the government of concerned state. Copy of the Registration Certificate valid as on date should be enclosed.
- b) Valid Registration with Indian Council of Architecture / Indian Institute of Engineering and Architecture. Copy of the Registration Certificate valid as on date should be enclosed.
- c) Average annual fees received from the architectural and supervision consultancy services for the last 3 preceding years (Financial Year 2017-18, 2016-17, 2015-16): Rs. 2,40,000/-. Copy of Accounts for last 3 years; and
- d) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned, and disputed amount in each case.

**3. To qualify for award of the contract the bidder:-**

- a) should have satisfactorily completed as an architectural and supervision consultancy services - at least two similar project of value not less than Rs. 2,00,000 in the last three years;

Details of the service executed by the firm should be furnished along with the Experience certificates/Client certificate.

For this purpose, “Similar project” means “architectural design and supervision including integrated MEP services and interior works for Educational Institutions / Office Buildings / Training Centers, Auditorium project/ Hostels or any similar structures.”

#### **4. Bid Price**

- a) The contract shall be for the whole of consultancy services as mentioned in the Terms of reference and Bill of quantities. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) All duties, taxes, charges and other levies payable by the bidder under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

#### **5. Submission of Quotations**

**5.1** The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

**5.2** Each bidder shall submit only one quotation. Bidders shall not contact other Bidders on matters relating to this quotation.

**5.3** The quotation submitted by the bidder shall comprise the following :-

- (a) Quotation in the format given in **Section B**.
- (b) Signed Terms of Reference given in **Section C**; and
- (c) Qualification information form given in Section B duly completed.
- (d) Curriculum Vitae (CV) form given in Section B of key personnel as mentioned in Terms of Reference.

**5.4** The bidder shall seal the quotation in an envelope addressed to the Deputy State Project Director, Assam Inland Water Transport Development Society, DIWT Office, Ulubari, Guwahati (Purchaser). The envelope will also bear the following identification:-

- Quotation for Selection of Architect for Upgradation & Refurbishment of existing Crew Training Centre, IWT, Guwahati

- Do not open before 28<sup>th</sup> Feb'2019.

**5.5** Quotations must be received in the office of the AIWTDS (Employer) not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.

**5.6** Any quotation received by the AIWTDS (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

## **6. Validity of Quotation**

Quotation shall remain valid for a period not less than 120 days after the deadline date specified for submission.

## **7. Opening of Quotations**

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

**8.** Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

## **9. Evaluation of Quotations**

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) are properly signed ; and
- (c) conform to the terms of reference, without deviations.

## **10. Award of contract**

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

**10.1** Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

**10.2** The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

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## **SECTION - B**

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**
- 3. Format for Curriculum Vitae (CV)**

## QUALIFICATION INFORMATION

### 1 For Individual Bidders

1.1 Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Quotation.

*[Attach copy]*

1.2 Total value of architectural 20 \_\_\_\_\_  
And supervision Consultancy service 20 \_\_\_\_\_  
performed in the last three years (in Rs. Lakhs) 20 \_\_\_\_\_

1.3 Service performed as architectural consultancy and supervision firm (in the same name) on works of a similar nature over the last three years.

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<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of service</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>	<u>Remarks explaining reasons for delay and service completed</u>
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Existing commitments and on-going services:

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<u>Description of service</u>	<u>Place &amp; State</u>	<u>Contract No. &amp; Date</u>	<u>Value of Contract (Rs. Lakh)</u>	<u>Stipulated period of completion</u>	<u>Value of services* remaining to be completed (Rs. Lakhs)</u>	<u>Anticipated date of completion</u>
(1)	(2)	(3)	(4)	(5)	(6)	(7)

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\* Enclose a certificate from Engineer concerned.



**1.4** Proposed subcontracts and firms involved.

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<b>Sections of the services</b>	<b>Value of Sub-contract</b>	<b>Sub-contractor (name &amp; address)</b>	<b>Experience in similar service</b>
*	*	*	*
*	*	*	*
*	*	*	*
*	*	*	*

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**1.5** Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

**1.6** Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

**1.7** Information on litigation history in which the Bidder is involved.

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<b>Other party(ies)</b>	<b>Employer</b>	<b>Cause of dispute</b>	<b>Amount involved</b>	<b>Remarks showing present status</b>
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## QUOTATION

Description of the services: Providing Architectural Services and Supervision Consultancy for upgrading Crew Training Centre for Assam Inland Water Transport Department at Guwahati

To :

Subject : Quotation for Selection of Architect for Upgradation & Refurbishment of existing Crew Training Centre, IWT, Guwahati

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the consultancy services for the project as described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at ..... percentage above / below the estimated rates, i.e., for a total Contract Price of -  
Rs.\*\* \_\_\_\_\_ [ in figures ]  
Rs. \_\_\_\_\_ [ in words ].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

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

We hereby confirm that this quotation is valid for 120 days as required in Clause 6 of the Instructions to Bidders.

We have not been debarred/removed from approved lists/(dealings suspended) by the Central/State Governments or by the World Bank.

Yours faithfully,

Authorized Signature : Date: \_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

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

\*\* To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

## 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 which the Expert will be involved)	

## **SECTION - C**

### **1. Terms of Reference**

# **Terms of Reference for providing Architectural Services and Supervision Consultancy for upgrading Crew Training Centre for Assam Inland Water Transport Department at Guwahati**

## **1. GENERAL:**

- 1.1. In an attempt to develop Inland Water Transport Sector in Assam as well as to undertake institutional capacity development of IWT department and other agencies in the sector, it has been planned by Directorate of Inland Water Transport Assam (under the aegis of the World Bank funded Assam Inland Water Transport Project) to renovate and upgrade the Crew Training Centre (CTC) at Guwahati, India.
- 1.2. The Assam Inland Water Transport Development Society (AIWTDS) seeks the services of qualified firms having experience majorly in conceptualization / design and monitoring construction of infrastructure to be used for the purpose of training centres (preferably marine).
- 1.3. The overall responsibility of the firm will encompass all the jobs required for carrying out the mentioned services from concept to commissioning, with strict control on quality of work and avoiding any time / cost overrun. The firm will have to work in close co-ordination with IWT Department, Assam Inland Water Transport Development Society & its deputed team and all major decisions shall be taken in consultation with them.

## **2. OBJECTIVE:**

The objectives of this consultancy is to and prepare the Conceptual designs and Architectural Designs for the training infrastructure with all relevant detailing like Equipment required, Finishing works, HVAC systems, Plumbing and Water Supply, Electrification, Installation of equipments, Sanitation Requirements, Firefighting and other refurbishment works as suited for the existing CTC structure.

The CTC shall comprise:

- i. State-of-the-art equipments like simulation units, infrastructure and facilities suiting the convenience of office staffs and visitors.
- ii. Superior operation and maintenance enabling enhanced operational efficiency of the CTC Complex.
- iii. Vibrant character of spaces that encourages development of training activities.
- iv. Have highest standards of environmentally responsive structure keeping in view vagaries of nature affecting the state of Assam from time to time.
- v. Enhanced safety and level of service for the users;

### 3. SCOPE OF SERVICES:

The broad scope of work of the consultant is as below, but not limited to this. In case any associated work is required for successful execution of the project then the same shall also be organized by the Architect.

The scope of services shall comprise:

- i. Carry out a detailed assessment of the current setup, discuss with similar institutions like National Inland Navigation Institute (NINI), Patna and review international best practices, standards and norms. Apprise AIWTDS on the same and submit a detailed conceptual plan for implementation at the upgraded CTC.
- ii. Utility Relocation Plan- Prepare a feasible/ acceptable Utility Relocation Plan.
- iii. The conceptual plan shall include the basic layout and detail out training equipments/infrastructure which shall position the upgraded CTC to offer a complete spectrum of training in Inland water transport sector as per the international standards.
- iv. Carry out detailed architectural, interior, electrical, HVAC, firefighting design for the approved scheme/Concept. Preparation of execution drawings and subsequent updation of the same as per the site requirements.
- v. Preparation of BOQ Estimates with all tender drawings, Utility Relocation Plans (if any)
- vi. Assist AIWTD Society in obtaining the necessary technical sanctions/statutory clearances for the work from competent authorities.
- vii. Prepare Schedules and support in tendering activities, including preparation of tender documents (in guidance of AIWTDS), for lining up agencies for civil construction, interiors, electrical, air-conditioning works.
- viii. Prepare detailed Project Implementation and Monitoring Plan.
- ix. Construction supervision for successful and timely execution of the project.
- x. Scrutiny and Joint Certification of works of the contractor (after necessary corrections) with the concerned officer of the AIWTD Society. Facilitate in handing over of the upgraded facility to the IWT Department.

### 4. KEY PERSON

Position	Qualification	Experience
Architect (1)	B.Arch., registered with Indian Council of Architecture / Indian Institute of Engineering and Architecture	The Architect should have minimum 5 years of experience in providing architectural services.
Structural Supervisor	Diploma in Civil/Mechanical	The supervisor should have minimum 5 years of experience
Electrical Supervisor	Diploma in Electrical	The supervisor should have minimum 5 years of

		experience
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## 5. DELIVERABLES:

The Consultant shall deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. **Three hard copies and two soft copies in CDs of all the final reports, drawings, etc. shall be submitted to AIWTDS.** For draft reports only one hard copies and one soft copy in CD shall be submitted to the AIWTDS. The size of drawings shall be A-3 (minimum).

- i. Concept Plan: On commencement of the Consultancy, the Consultant shall submit a Conceptual drawings and floor plan along with a work plan in compliance to inputs provided by the committee at the time of presentation and contract negotiation.

- ii. Report on Final Architectural and Utilities Design:

The Consultant shall submit the Final Architectural Designs including the Master Layout of the site along with cabin Floor Plan, illustrative sections, elevations and 3D virtual tours for final approval of the Authority. At this stage the consultant shall submit the detailed Area Statement also for the approval of the Authority.

- iii. Cost Estimates:

The consultants shall prepare detailed Cost Estimates for the Project and prepare detailed implementation plan for the Project. These documents shall form the basis for the tenders to be invited from Contractors. The Consultant will assist the client in obtaining necessary technical sanctions from the competent authority.

- iv. BoQ and Tender documents

The Consultant shall separately provide Bill of Quantities, Schedules for the tender document for selection of Contractor for the Project with all supporting documentation relating to these Schedules. The Consultant shall also provide the required assistance to the Authorities in preparation of bid documents for Works contract. At this stage, the Consultant shall also submit the Draft Implementation & Monitoring Plan to be used in the Supervision stage for approval of the Authority.

- v. Assistance during bid process and Final Implementation & Monitoring Manual

The Consultant shall also participate in Pre-bid Conferences and assist in preparation of answers to the Bidders’ queries on technical aspects of the Project and Bid Documents. Simultaneously, the Consultant shall also incorporate comments of the Authority on the draft Implementation & Monitoring Plan by the contractor.

- vi. Monthly Monitoring Reports:

During the Construction Period, the Consultant shall submit Monthly Monitoring Reports to the Authority outlining the Progress vis-à-vis proposed Implementation & Monitoring Plan, potential issues that may delay the project, report any malpractices noticed from the Contractor’s side, overall quality of the works being undertaken by the Contractor, genuine issues of the Contractor that the Authority should intervene to resolve, etc.

## 5. Deliverable Schedule



<b>Sl</b>	<b>Activity</b>	<b>Date</b>
1.	Concept Plan	Contract signing + 2 weeks
2.	Final Architectural & Utilities Design and Cost Estimates	Contract signing + 4 weeks
3.	BoQ and Tender documents	Contract signing + 5 weeks
4.	Pre Bid responses and assistance in finalization of Implementation & Monitoring Plan	As per requirement
5.	Construction supervision and overall Project Management for successful and timely execution of the project.	As per requirement
6.	Scrutiny and Joint Certification of works of the contractor (after necessary corrections) with the concerned officer of the AIWTD Society. Facilitate in handing over of the upgraded facility to the IWT Department.	As per requirement

**Section – D**

**DRAFT CONTRACT FOR SERVICES**

**LUMP-SUM PAYMENTS  
(IBRD/IDA FINANCED)**

**CONTRACT**

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *Assam Inland Water Transport Development Society (AIWTDS)* (“the Client”) having its principal place of business at *Third Floor - DIWT Office, Ulubari, Guwahati*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s complete postal address<sup>1</sup>]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

<b>1. Services</b>	<p>(i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).</p> <p>(ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.</p> <p>(iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”</p>															
<b>2. Term</b>	The Consultant shall perform the Services during the period commencing <i>[insert starting date]</i> and continuing through <i>[insert completion date]</i> , or any other period as may be subsequently agreed by the parties in writing.															
<b>3. Payment</b>	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed <i>[insert amount]</i>. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.</p> <p>B. <u>Schedule of Payments</u></p> <p>The schedule of payments is specified below: <sup>2</sup></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sl</th> <th style="text-align: center;">Activity</th> <th style="text-align: center;">Payment</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>On acceptance of Concept Plan</td> <td>On acceptance of the Client – 10 % of the contract value</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>On acceptance of Final Architectural &amp; Utilities Design and Cost Estimates</td> <td>On acceptance of the Client – 20 % of the contract value</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>On acceptance of BoQ and Tender documents</td> <td>On acceptance of the Client – 30 % of the contract value</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>Pre Bid responses and Final Implementation &amp; Monitoring</td> <td>On acceptance of the Client – 10 % of the contract value</td> </tr> </tbody> </table>	Sl	Activity	Payment	1.	On acceptance of Concept Plan	On acceptance of the Client – 10 % of the contract value	2.	On acceptance of Final Architectural & Utilities Design and Cost Estimates	On acceptance of the Client – 20 % of the contract value	3.	On acceptance of BoQ and Tender documents	On acceptance of the Client – 30 % of the contract value	4.	Pre Bid responses and Final Implementation & Monitoring	On acceptance of the Client – 10 % of the contract value
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	Plan submitted by the contractor	
5.	Completion of work at site by the contractor hired by the AIWTD Society	On acceptance and certified by competent authority of Client – 30 % of the contract value.
	<p>C. <u>Payment Conditions</u></p> <p>Payment shall be made in Indian Rupees (<i>INR</i>), no later than 60 days following acceptance of deliverables by client and submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.</p> <p>Payments shall be made to Consultant’s bank account [<i>insert banking details</i>]</p>	
<b>4. Project Administration</b>	<p>A. <u>Coordinator.</u></p> <p>The Client designates Mr./Ms. [<i>insert name</i>] as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.</p> <p>B. <u>Reports.</u></p> <p>The reports listed in Annex C, “Consultant's Reporting Obligations,” shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.</p>	
<b>5. Performance Standards</b>	The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.	
<b>6. Inspections and Auditing</b>	The Consultant shall permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures.	
<b>7. Confidentiality</b>	The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.	
<b>8. Ownership of Material</b>	Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software <sup>3</sup> .	
<b>9. Consultant Not to be Engaged in Certain Activities</b>	The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project	
<b>10. Insurance</b>	The Consultant will be responsible for taking out any appropriate insurance coverage.	

<b>11. Assignment</b>	The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
<b>12. Law Governing Contract and Language</b>	The Contract shall be governed by the laws of Republic of India , and the language of the Contract shall be English.
<b>13. Dispute Resolution<sup>4</sup></b>	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
<b>14. Corrupt and Fraudulent Practices</b>	The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Procurement Guidelines. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
<b>15. Termination</b>	<p>The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:</p> <p>(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;</p> <p>(b) If the Consultant becomes insolvent or bankrupt;</p> <p>(c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.</p> <p>(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p>

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

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

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

\_\_\_\_\_

## **LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations