



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

Website: www.aiwtdsociety.in, www.iwtdirectorate.assam.gov.in, **email:** dir.iwtds-as@gov.in **Phone:** 0361-2462677

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

Country: INDIA

PROJECT NAME: ASSAM INLAND WATER TRANSPORT PROJECT (AIWTP)

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

Project ID: P 157929

Assignment Title: Appointment of consultant for Design, Development, Implementation, Training, Maintenance and Support of Real Time Social Safeguard Monitoring and Evaluation System cum Land Acquisition, Rehabilitation and Resettlement Compliance Portal cum Labour Law Compliance System.

Reference No: IN-IWT-370991-CS-QCBS

The Government of India (hereinafter called “Borrower”) *has received loan* for financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a loan (hereinafter called “loan”) toward the cost of Assam Inland Water Transport Project. The Assam Inland Water Transport Development Society (AIWTDS), 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

The Client now invites proposal to provide the Consulting Services for **Design, Development, Implementation, Training, Maintenance and Support of Real Time Social Safeguard Monitoring and Evaluation System cum Land Acquisition, Rehabilitation and Resettlement Compliance Portal cum Labour Law Compliance System** (hereinafter called “Services”).

The bidding document is available online on <https://assamtenders.gov.in>, www.iwtdirectorate.assam.gov.in and 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: 13-07-2023
- b) Last date and time for submission of Bid : 09-08-2023 at 14:00 hours
- c) Time and date of opening of bids : 09-08-2023 at 16:00 hours

A virtual Pre Proposal Conference will be held via video conferencing on 21-07-2023 at 13:00 hours. The representative attending the pre proposal conference should have valid authorization from the authorized signatory of the prospective Bidder. The prospective Bidders shall intimate the name of representative(s) (not more than two from one organization) to the e-mail ID (dir.iwtds-as@gov.in) latest by 16:00 Hrs (IST) on 20-07-2023 for confirmation. Pursuant to receipt of intimation from bidders, Virtual Pre-proposal Conference link shall be sent to the bidders. All queries of bidders related to the RFP must be sent to dir.iwtds-as@gov.in latest by 1:00 PM on or before 20-07-2023.

For submission of the bid, the Bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities authorized 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.

Sd/-

Mr. Gaurav Upadhyay, IPS
State Project Director
Assam Inland Water Transport Development Society
DIWT Office, Ulubari, Guwahati-07
Phone: 0361-2462677
Email: dir.iwtds-as@gov.in
Website: www.aiwtdsociety.in

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

**Appointment of consultant for Design, Development, Implementation,
Training, Maintenance and Support of Real Time Social Safeguard
Monitoring and Evaluation System cum Land Acquisition, Rehabilitation
and Resettlement Compliance Portal cum Labour Law Compliance System.**

RFP No: IN-IWT-370991-CS-QCBS

Consulting Services for: Assam Inland Water Transport Project

Client: Assam Inland Water Transport Development Society

Country: India

Issued on: 12/07/2023

TABLE OF CONTENTS

PART I	4
Section 1. Request for Proposal Letter	4
Section 2. Instructions to Consultants and Data Sheet	7
A. General Provisions	7
1. Definitions.....	7
2. Introduction.....	9
3. Conflict of Interest	10
4. Unfair Competitive Advantage	11
5. Fraud and Corruption.....	11
6. Eligibility	11
B. Preparation of Proposals.....	13
7. General Considerations	13
8. Cost of Preparation of Proposal	13
9. Language.....	13
10. Documents Comprising the Proposal.....	13
11. Only One Proposal.....	14
12. Proposal Validity	14
13. Clarification and Amendment of RFP	15
14. Preparation of Proposals Specific Considerations	16
15. Technical Proposal Format and Content.....	16
16. Financial Proposal.....	17
C. Submission, Opening and Evaluation	17
17. Submission, Sealing, and Marking of Proposals	17
18. Confidentiality	19
19. Opening of Technical Proposals	19
20. Proposals Evaluation.....	20
21. Evaluation of Technical Proposals.....	20
22. Financial Proposals for QBS.....	20
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	21
24. Correction of Errors	22
25. Taxes.....	23
26. Conversion to Single Currency	23
27. Combined Quality and Cost Evaluation	23
D. Negotiations and Award.....	24
28. Negotiations	24
29. Conclusion of Negotiations.....	25
30. Notification of Award	25
E. Data Sheet.....	26
Section 3. Technical Proposal – Standard Forms	35
1. Checklist of Required Forms	35

2.	Form TECH-1	36
3.	Form TECH-2	38
4.	Form TECH-3	40
5.	Form TECH-4	41
6.	Form TECH-5	42
7.	Form TECH-6	43
Section 4. Financial Proposal - Standard Forms		49
Section 5. Eligible Countries		59
Section 6. Fraud and Corruption		61
Section 7		1
Terms of Reference		1
8.	Lump-Sum Form of Contract.....	Error! Bookmark not defined.
Preface		54
I.	Form of Contract	57
II.	General Conditions of Contract	61
A.	GENERAL PROVISIONS	61
2.	Relationship between the Parties	62
3.	Law Governing Contract	62
4.	Language	62
5.	Headings	62
6.	Communications	62
7.	Location	63
8.	Authority of Member in Charge	63
9.	Authorized Representatives	63
10.	Fraud and Corruption	63
B.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	63
11.	Effectiveness of Contract	63
12.	Termination of Contract for Failure to Become Effective	63
13.	Commencement of Services	64
14.	Expiration of Contract	64
15.	Entire Agreement	64
16.	Modifications or Variations	64
17.	Force Majeure	64
18.	Suspension	65
19.	Termination	65
C.	OBLIGATIONS OF THE CONSULTANT	67
20.	General	67
21.	Conflict of Interest	68
22.	Confidentiality	69
23.	Liability of the Consultant	69
24.	Insurance to be taken out by the Consultant	69
25.	Accounting, Inspection and Auditing	69

26. Reporting Obligations	70
27. Proprietary Rights of the Client in Reports and Records.....	70
28. Equipment, Vehicles and Materials	70
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS	71
29. Description of Key Experts.....	71
30. Replacement of Key Experts	71
31. Removal of Experts or Sub-consultants.....	71
E. OBLIGATIONS OF THE CLIENT	71
32. Assistance and Exemptions.....	71
33. Access to Project Site.....	72
34. Change in the Applicable Law Related to Taxes and Duties	72
35. Services, Facilities and Property of the Client.....	72
36. Counterpart Personnel.....	72
37. Payment Obligation	73
F. PAYMENTS TO THE CONSULTANT.....	73
38. Contract Price.....	73
39. Taxes and Duties.....	73
40. Currency of Payment	73
41. Mode of Billing and Payment	73
42. Interest on Delayed Payments.....	74
G. FAIRNESS AND GOOD FAITH.....	74
43. Good Faith	74
H. SETTLEMENT OF DISPUTES	74
44. Amicable Settlement.....	74
45. Dispute Resolution.....	75
III. Special Conditions of Contract	79
IV. Appendices.....	85
Appendix A – Terms of Reference	85
Appendix B - Key Experts.....	85
Appendix C – Breakdown of Contract Price	85
PART III	87
Section 9. Notification of Intention to Award	87
Notification of Intention to Award	88

PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: Appointment of consultant for Design, Development, Implementation, Training, Maintenance and Support of Real Time Social Safeguard Monitoring and Evaluation System cum Land Acquisition, Rehabilitation and Resettlement Compliance Portal cum Labour Law Compliance System.

RFP Reference No.: IN-IWT-370991-CS-QCBS

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

Country: India

Date: 12/07/2023

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”): Appointment of consultant for Design, Development, Implementation, Training, Maintenance and Support of Real Time Social Safeguard Monitoring and Evaluation System cum Land Acquisition, Rehabilitation and Resettlement Compliance Portal cum Labour Law Compliance System. More details on the Services are provided in the Terms of Reference (Section 7).
3. It is not permissible to transfer this RFP to any other firm.

4. The bidding document is available online on <https://assamtenders.gov.in>, www.iwtdirectorate.assam.gov.in and 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.

5. A firm will be selected under 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.

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

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

Yours sincerely,

Sd/-

*Mr. Gaurav Upadhyay, IPS
State Project Director
Assam Inland Water Transport Development Society
DIWT Office, Ulubari, Guwahati-07
Email: dir.iwtds-as@gov.in
Website: www.aiwtdsociety.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 Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *loan* agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to

supplement, but not to over-write, the provisions of the ITC.

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

- (t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (w) “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.
- (x) “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 shortlisting 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 if so indicated in Section 5 (Eligible Countries) and:

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

c. Restrictions for 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 30.2 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). 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 achieving the highest combined technical and financial score 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. Notification of Award

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

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

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (c)	India
2.1	<p>Name of the Client: Assam Inland Water Transport Development Society</p> <p>Method of selection: Quality & Cost Based Selection (QCBS) under 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</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes</p> <p>The name of the assignment is: Appointment of consultant for Design, Development, Implementation, Training, Maintenance and Support of Real Time Social Safeguard Monitoring and Evaluation System cum Land Acquisition, Rehabilitation and Resettlement Compliance Portal cum Labour Law Compliance System.</p>
2.3	<p>A pre-proposal conference will be held: Yes (Virtual).</p> <p>Date of pre-proposal conference: 21/07/2023</p> <p>Time: 13.00 Hours</p> <p>Address: State Project Director, Assam Inland Water Transport Development Society, 3rd Floor, G. S. Road, Near Ulubari Flyover, Guwahati-781007</p> <p>Telephone: +91- 361 2462677 Facsimile: NA</p> <p>E-mail: dir.iwtds-as@gov.in</p> <p>The interested bidders who wish to participate in the pre-bid may send the name & email ids of authorized representatives to this office email id: dir.iwtds-as@gov.in on or before 20/07/2023 by 16.00 Hrs. All queries of bidders related to the RFP must be sent to dir.iwtds-as@gov.in latest by 1:00 PM on or before 20/07/2023.</p>

2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Refer Terms of Reference (ToR) - Section 7</p>
4.1	Not Applicable
6.3.1	<p>A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr</p>
<p style="text-align: center;">B. Preparation of Proposals</p>	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>Technical Proposal to be uploaded in the "Technical Folder" available in the e-procurement portal:</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ESHS) [<i>The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the 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> <p>AND</p>

	<p>Financial Proposal to be uploaded in the "Financial Folder" available in the e-procurement portal:</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p> <p><i>(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 FINANCIAL FOLDER)</i></p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes</p>
12.1	<p>Proposals must remain valid for 120 days after the proposal submission deadline.</p>
13.1	<p>Clarifications may be requested no later than 15 days from the last date of submission.</p> <p>The contact information for requesting clarifications is: State Project Director, Assam Inland Water Transport Development Society, 3rd floor, Near Ulubari, Flyover, Guwahati-781007</p> <p>Facsimile: NA</p> <p>E-mail: dir.iwtds-as@gov.in</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>

14.1.2 (do not use for Fixed Budget method)	Estimated input of Key Experts' time-input: 13 man- month
14.1.3 for time- based contracts only	<i>Not applicable</i>
14.1.4 and 27.2 use for Fixed Budget method	Not Applicable
15.2	<p>The format of the Technical Proposal to be submitted is: FTP.</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<ul style="list-style-type: none"> (1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>communications costs;</i> (4) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> (5) <i>cost of reports production (including printing) and delivering to the Client;</i> (6) <i>other allowances where applicable and provisional or fixed sums (if any)</i>
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>No</p>

16.3	<p>Information on the Consultant's tax obligations in the Client's country can be found with the respective taxation authorities. Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: Yes.</p> <p>The Client will reimburse the Consultant for only GST if claimed separately. Information on the consultant's tax obligation in the country may be found on Ministry of Finance, Government of India website. Tax Deduction at source, however, shall be made as applicable.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant has to express the price for their Services in Indian Rupee only.</p>
<p style="text-align: center;">C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants shall have the option of submitting their Proposals electronically.</p> <p>Hard Copy submission of Bids is not permitted and shall not be accepted.</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 authorized 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: https://assamtenders.gov.in.</p> <p>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 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 would 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</p>

	<p>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>The Consultant must submit:</p> <p>(a) Technical Proposal: Online Submission at www.assamtenders.gov.in (PDF files only)</p> <p>(b) Financial Proposal: Online submission at www.assamtenders.gov.in (All fin form in Excel BoQ only & Statement of Undertaking in PDF format)</p> <p>Hard copy submission is neither required nor permitted.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 09-08-2023</p> <p>Time: 14:00 hours IST</p> <p>The Proposal submission address is:</p> <p>The Proposals must be submitted online only through the e-procurement portal i.e. www.assamtenders.gov.in.</p>
19.1	An online option of the opening of the Technical Proposals is offered: Yes
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A
21.1 (for FTP)	<p>Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated and the proposal shall be rejected.</p> <p>Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below:</p> <p>Part A: Mandatory Criteria:</p>

S. No.	Criteria	Documents Required
1.	The firm should be in business for at least last Seven years ending on 30.06.2023	(Registration certificate, Copies of PAN, TAN and GST registration).
2.	The firm should have an annual average turnover from consultancy of INR 10 Million or above in the last three financial years i.e. 2019-20, 2020-21, 2021-22	Statutory Audit report to be attached.
3	The firm must have successfully undertaken at least three (3) application development and implementation projects over the last seven (7) years for Government/PSU/institutions for higher education/universities/ large companies.	Contract Completion certificate or Contract documents along with proof of final payment and sign-off for each of the assignments is required
4	The firm must have a valid CMMi Level 3 certifications at least one-year-old as on 1st June, 2023.	Copy of valid CMMi Certificate is required

Part B:

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

Sl. No.	Technical Parameter	Maximum Marks
1	Experience for Labour compliance or LAR&R or similar application for maintenance and operation for more than 5 years	20
2	Ongoing O&M for at least 2 projects of application development	10
3	a) Valid CMMi Level 3 certifications - 2 b) Valid CMMi Level 4 certifications - 3 c) Valid CMMi Level 5 certifications - 5	5
4	Presentation explaining the project, approach for building the solution including work flow design, architecture with wire frame design, and timeline. The bidder shall also present the Visual Design of the applications.	35
5	Application development of at least 1 completed government/PSU projects during last 7 years (Five mark for each project upto a max. of 10 marks)	10

	6	<p>Qualification or experience of the team: The team will be evaluated on the following criteria:</p> <ul style="list-style-type: none"> a) Availability of Technical Manpower in the areas of Design, Development, Testing, Technical Support, Post Production Support etc. b) System Level Security, Application Level Security, User Level Security, Database Security, Transaction Level Security <p><i>Note: The bidders should provide the relevant certifications of their team members for claiming the experience in this section.</i></p>	20
		Total	100
	The minimum technical score (St) required to clear the Technical Evaluation stage and qualify for Financial Bid opening is: 70		
21.1 [for STP]	Not Applicable		
	Public Opening of Financial Proposals		
23.4	<p>An online option of the opening of the Financial Proposals is offered: Yes.</p> <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.</p>		
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Senior 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>		
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST 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. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	Refer 16.4
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80, and</p> <p>P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for Contract negotiations:</p> <p>Date: 31/08/2023</p> <p>Address: Assam Inland Water Transport Development Society, Directorate of Inland Water Transport, 3rdFloor, Near Ulubari, Flyover, Guwahati-781007</p>
30.1	<p>The publication of the Contract award information following the completion of the Contract negotiations and Contract signing will be done as following: www.assamtenders.gov.in The publication will be done within 15 days after the Contract signing.</p>

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

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

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

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

{ Location, Date }

To: The State Project Director,
Assam Inland Water Transport Development Society,
3rd Floor, Directorate of Inland Water Transport,
Near Ulubari Flyover, Guwahati-781007

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “*Design, Development, Implementation, Training, Maintenance and Support of Real Time Social Safeguard Monitoring and Evaluation System cum Land Acquisition, Rehabilitation and Resettlement Compliance Portal cum Labour Law Compliance System*” in accordance with your Request for Proposals(RFP) dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

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 ITC32.1, 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 5 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture 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 }
{e.g., Jan-May 2008 }	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... }	{e.g., municipality of....., country }	{e.g., US\$0.2 mil/US\$0.2 mil }	{e.g., sole Consultant }

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing }
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks 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 **Non Key Experts** and relevant technical and administrative support staff. }

FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

Section-A: Deliverables

N°	Deliverables ¹ (D-..)										
		1	2	3	4	5	6	7	8	9	TOTAL
D-1 B											
D-2 B											
D-3 B											
D-4 B											


- 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.


TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

[illegible]

	Subtotal			
	Total			

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input 

Part time input 

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

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

{*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. }

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

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

Consultants are required to submit their Financial Proposal for FIN-2 in the Excel BoQ Template only and given here only for ready reference of the consultants. Financial proposal submitted in any other format shall be liable for rejection.

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: The State Project Director,
Assam Inland Water Transport Development Society,
3rd Floor, Directorate of Inland Water Transport,
Near Ulubari Flyover, Guwahati-781007

Sir,

We, the undersigned, offer to provide the consulting services for “Appointment of consultant for “Design, Development, Implementation, Training, Maintenance and Support of Real Time Social Safeguard Monitoring and Evaluation System cum Land Acquisition, Rehabilitation and Resettlement Compliance Portal cum Labour Law Compliance System” 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
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

{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)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax: e.g., GST, VAT or Sales tax}				
(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

A. Remuneration _____								
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}
_____	Key Experts _____							
K-1	_____	_____	[Home]	_____	_____	_____	_____	_____
	_____	_____	[Field]	_____	_____	_____	_____	_____
K-2	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____	_____
_____	Non Key Experts _____							
N-1	_____	_____	[Home]	_____	_____	_____	_____	_____

N-2			[Field]					
	Total Costs							

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates (Not Applicable)

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.

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. Reimbursable Expenses _____								
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): None

Under the ITC 6.3.2 (b): 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;¹ (ii) to be a nominated² 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 inspect³ 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.

¹ 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.

² 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.

³ 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 consultant for “Design, Development, Implementation, Training, Maintenance and Support of Real Time Social Safeguard Monitoring and Evaluation System cum Land Acquisition, Rehabilitation and Resettlement Compliance Portal cum Labour Law Compliance System”

EXECUTIVE SUMMARY

1. BACKGROUND

- 1.1 The Government of Assam plans to transform the quality of inland water transport services and integrate high-quality passenger and vehicle ferry services into Assam’s wider transport network.
- 1.2 The Directorate of Inland Water 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 the 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.
- 1.3 The Government of Assam (GoA) has received funding from the World Bank to support the Assam Inland Water Transport Project (AIWTP). The project has led to the establishment of an Assam Inland Water Transport Development Society (AIWTDS), under the existing Directorate of Inland Water Transport Assam, to implement the project.
- 1.4 The AIWTDS intends to apply part of the proceeds for the **“Design, Development, Implementation, Training, Maintenance and Support of Real Time Social Safeguard Monitoring and Evaluation System cum LAR&R Compliance Portal cum Labour Law Compliance System”**.

TERMS OF REFERENCE

1. DESCRIPTION OF THE SERVICE

1.1. Introduction

Assam Inland Water Transport Development Society (AIWTDS) intends to develop a real-time monitoring system for analysis, evaluation, tracking and monitoring of land and livelihood impact, social inclusion, labour compliances, safety and environmental requirements, and training as part of the Assam Inland Water Transport Project.

1.1.a. Rationale and objective

The objective of the assignment is to develop and implement the MIS tool and related modules across respective stakeholders.

AIWTD Society needs a firm which can:

- i. Develop, configure, and customize the software as required and integrate various modules seamlessly.
- ii. Integrate with other government software based on requirements.
- iii. UAT Pilot and roll out.
- iv. Provide hand-holding and capacity building.
- v. Operate and maintain the software for the contract period.

The modules that will be covered as part of the real-time monitoring system are-

- 1. Land and Livelihood*** (LAR&R - Land Acquisition, Rehabilitation and Resettlement System)
- 2. Social Inclusion**
- 3. Labour Compliance***
- 4. Citizen Engagement***
- 5. Social, Environmental and Safety Monitoring including on Sexual Abuse and harassment -Gender-Based Violence**
- 6. Training and Capacity Building**
- 7. e-Ticketing MIS**
- 8. Integrated MIS**

Each of the above-mentioned modules are inter-related to each other.

() The Labour Management System and Land Acquisition, Rehabilitation and Resettlement System are developed separately by the World Bank as stand-alone applications and GRM (The Grievance Management System, Call Centre, Tracking System cum Customer*

Relationship Management System* for the citizen engagement module is being developed under RFQ No. IN-IWT-325885-NC-RFQ). *The Consultant is expected to ensure interoperability of the foregoing modules with the main MIS, (i) avoid duplicate inputs and (ii) export/import data of interest in each system to ensure consistency across all modules. For this, the consultant is expected to take stock of current system development to ensure interoperability.*

The centralized monitoring system will be responsible for internal monitoring on a real-time and regular basis with the help of the Social Development team in the Project Management Unit (PMU) of AIWTDS. The purpose is to facilitate updates and monitoring of the project activities in a periodic manner (daily/monthly/quarterly/ bi-annual/annually) to ensure that the set milestones of the projects are met with and in line with the requirements of the Social Management Framework/Resettlement Policy Framework and sub-project specific RAP/IPDP.

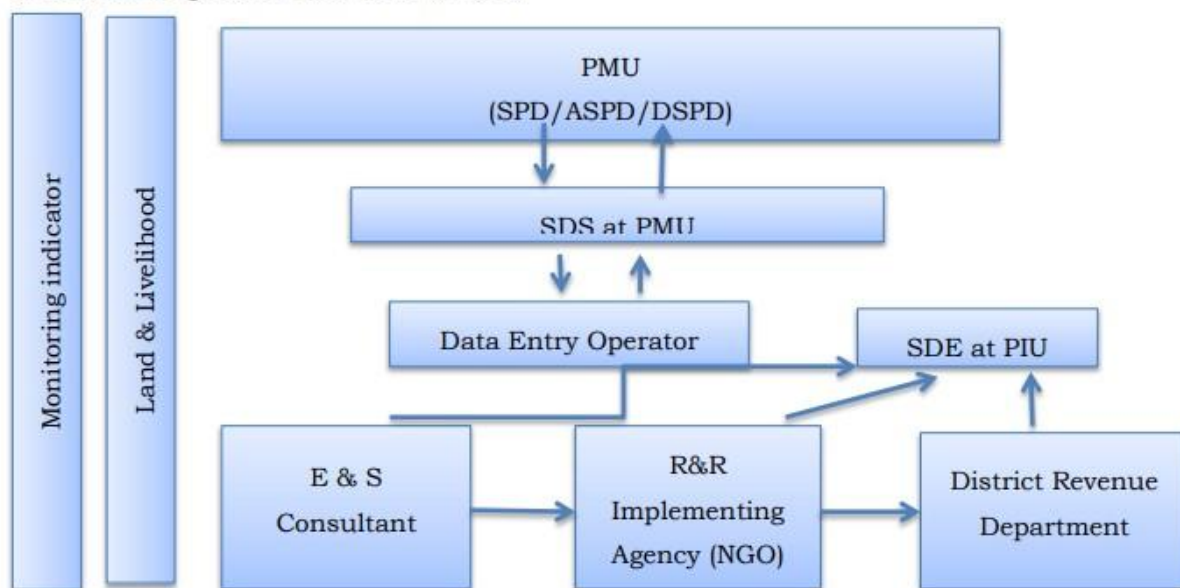
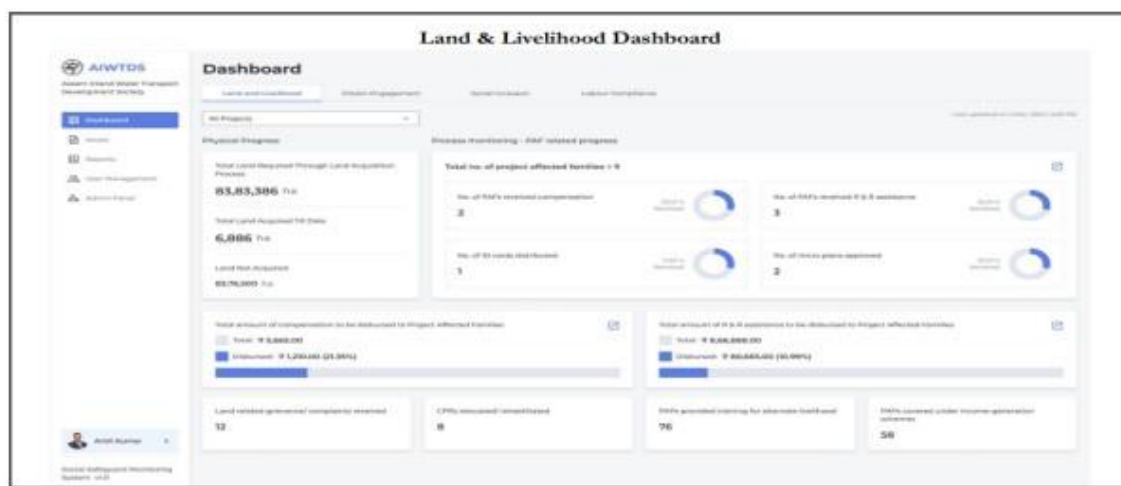
Module 1: Land and Livelihood

World Bank has already provided the starting module for LAR&R Compliance Portal. The Portal is used for ensuring compliance with land acquisition, resettlement and rehabilitation compliances and overall monitoring of the RAP implementation. For AIWTDS, it will have to be modified as per the notified rules and regulations by the Assam Government and needs to be linked/integrated with the proposed MIS.

Main indicators will be highlighted in the MIS:

S. No.	Indicator	Target	Status	% Achieved	Timeframe	Responsibility-I	Responsibility-II
Land and Livelihood							
1.	Total land required through land acquisition process(ha)				During DPR preparation	Consultant/PIU	PMU
2.	Land requirement in ST areas (ha)				During DPR preparation	Consultant/PIU	PMU
3.	Govt. land transfer (ha)				During DPR preparation	Consultant/PIU	PMU
4.	Total amount of compensation disbursed to Project affected families				Prior to construction (monthly)	PIU	PMU
5.	Total amount of R&R assistance disbursed to Project affected families				Prior to construction (monthly)	PIU	PMU
6.	Total no. of PAPs (disaggregated by gender/ST/SC/BPL)				Prior to construction (monthly)	PIU	PMU
7.	Compensation disbursed to PAPs (No.)				Prior to construction (monthly)	PIU	PMU

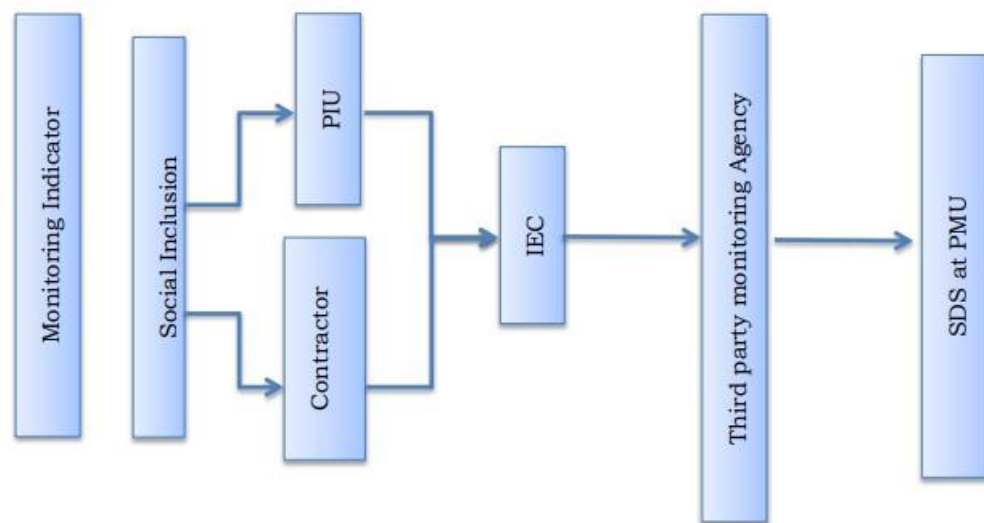
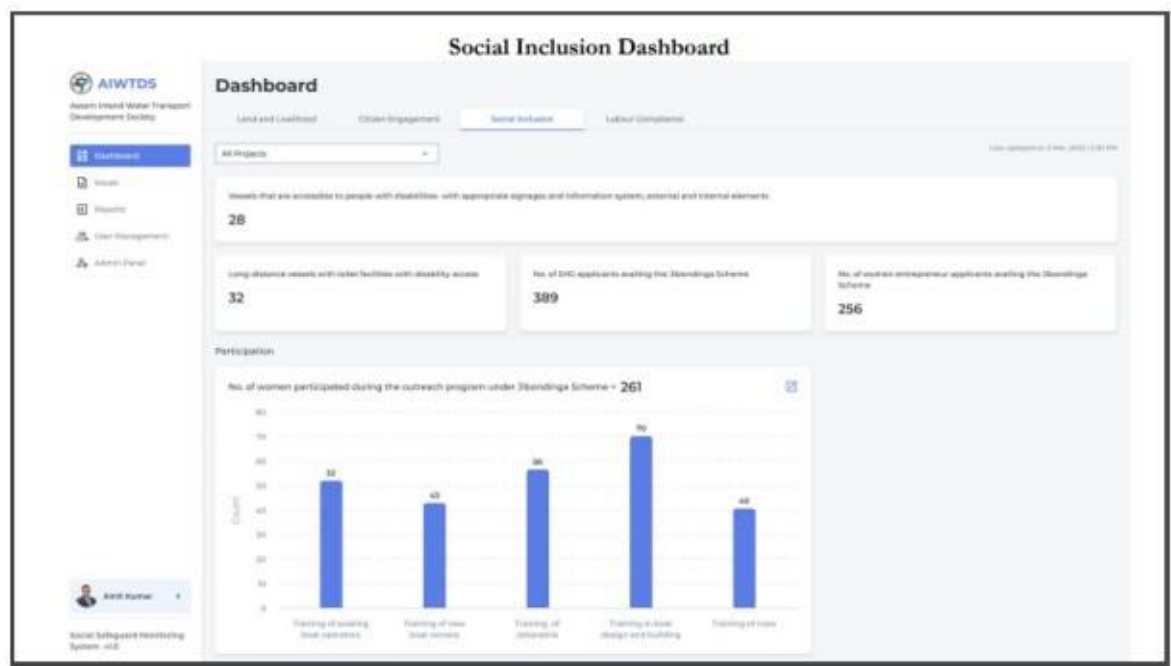
8.	New PAPs added, if any(who could not be enumerated at the time of survey)				Prior to construction (monthly)	PIU	PMU
9.	Consultations held with regard to RAP – No. (including with WHH and ST communities)				Prior to construction (monthly)	PIU	PMU
10.	Leaflets, containing salient features of RAP, hand bills, fliers and other awareness materials distributed (No.)				Prior to construction (monthly)	PIU/NGO for RAP Implementation	PMU
11.	R&R assistance disbursed to PAPs (No.)				Prior to construction (monthly)	PIU/NGO for RAP Implementation	PMU
12.	Microplan submitted for THs for approval (No.)				Prior to construction (monthly)	PIU/NGO for RAP Implementation	PMU
13.	Identity cum entitlement card issued to PAPs(No.)				Prior to construction (monthly)	PIU/NGO for RAP Implementation	PMU
14.	Consultations held with local community regarding relocation or rehabilitation of CPRs(No.)				Prior to construction (monthly)	PIU/NGO for RAP Implementation	PMU
15.	Estimate submitted for relocation/rehabilitation of CPRs for approval				Prior to construction (monthly)	PIU/NGO for RAP Implementation	PMU
16.	PAPs covered under income generation schemes (No.)				Prior to construction (monthly)	PIU/NGO for RAP Implementation	PMU
17.	PAPs provided training for alternate livelihood (No.)				Prior to construction (monthly)	PIU/NGO for RAP Implementation	PMU
18.	CPRs relocated/rehabilitated (No.)				Prior to construction (monthly)	PIU/NGO for RAP Implementation	PMU
19.	Land related grievance/complaints received (No.)				Throughout the project period (monthly)	Helpline	PMU

Workflow diagram for land & Livelihood**Fig1.3 : Dashboard for land & Livelihood****Module 2: Social Inclusion**

This module captures the required information for monitoring and tracking the social inclusion indicators, such as those relating to facilities available in vessels for persons with disability, involvement of female boat owners through the Jibondinga Scheme, etc. This module will be part of the Social Safeguard Monitoring and Evaluation (SSM&E) System.

Main indicators will be highlighted in the MIS:

S.No.	Indicator	Target	Status	% Achieved	Timeframe	Responsibility- I	Responsibility- II
1.	Vessels that are accessible to people with disabilities- with appropriate signages and information system, external and internal elements[1](No.)				One-time	Third Party Consultant	PMU
2.	Long-distance vessels with toilet facilities with disability access (No.)				One-time	Third Party Consultant	PMU
3.	No. of SHG applicants availing the Jibondinga Scheme				Quarterly	PMU	PMU
4.	No. of women entrepreneur applicants availing the Jibondinga Scheme				Quarterly	PMU	PMU
5.	No. of women participated during the outreach program(workshops, trainings, FGD setc.) under Jibondinga Scheme				Quarterly	IEC Consultant	PMU

Workflow diagram for Social Inclusion**Fig 2.3: Dashboard for Social Inclusion****Module 3: Labour Law Compliance**

World Bank has already provided the starting module for the Labour Law Compliance System which facilitates recording of setup, periodic and incidental compliances of labour laws by the contractors at the ongoing construction projects of the Assam Inland Water Transport Project. It covers establishment requirements (licenses, minimum wages, notice board, etc.), attendance and payment of wages of labour engaged, sub-contractor management and incident management (sexual harassment at the workplace, termination, accident, etc.) and needs to be linked/integrated with the proposed MIS.

Main indicators will be highlighted in the MIS:

S.No.	Indicator	Target	Status	% Achieved	Timeframe	Responsibility-I	Responsibility-II
Labour Compliance							
1.	No. of operators refused licences to operate because of non-compliance of safety provisions (percentage of total applicants) under the SOP				One-time	PIU	PMU
2.	Total and no. of skilled/unskilled/ professional women employed in the project construction works.				Throughout construction period (monthly)	Supervision Consultant	PIU/ PMU
3.	Total no. of workers employed in the project construction works from outside the state				Throughout construction period (monthly)	Supervision Consultant	PIU/ PMU
4.	No. of trainings for vessel crews and IWT staff on labour standard Compliance				Bi-annual	PIU	PMU
5.	Non-compliances related to establishment, periodic and episodic (No.) as given in the Labour Compliance Dashboard				Throughout construction period (monthly)	Supervision Consultant	PIU/ PMU

Workflow diagram for Labour compliance

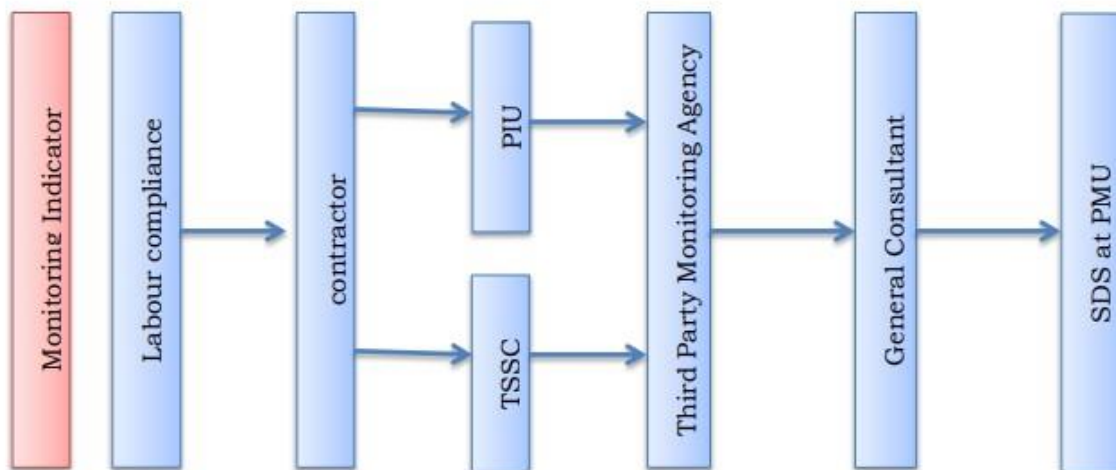
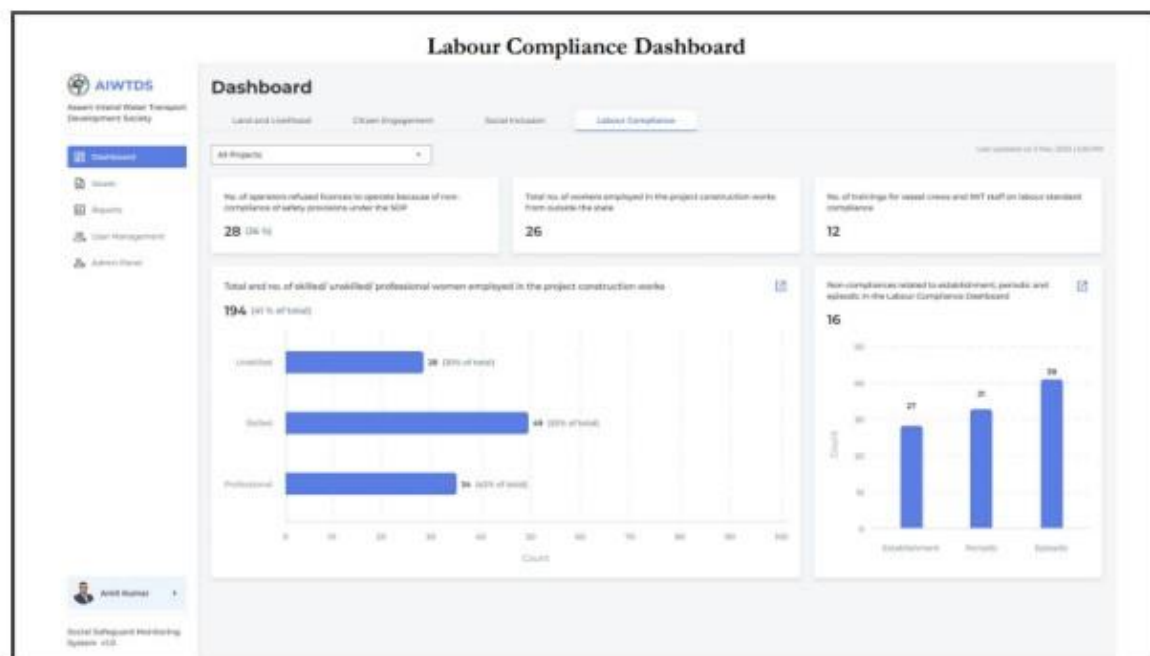


Fig 3.3: Dashboard for Labour compliance

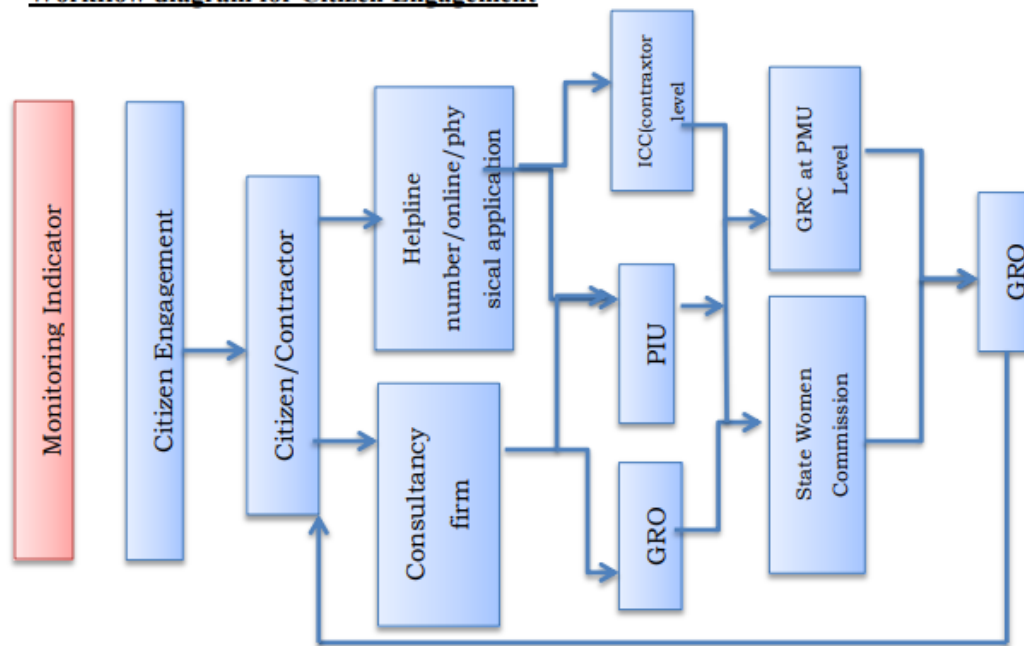


Module 4: Citizen Engagement

The module is for the management and monitoring of the grievances being lodged by the citizens with regard to the project activities. The Grievance Management System, Call Centre, Tracking System Cum Customer Relationship Management System* for the citizen engagement module is being developed under RFQ No. IN-IWT-325885-NC-RFQ and needs to be linked/ integrated with the proposed MIS.

Main indicators will be highlighted in the MIS:

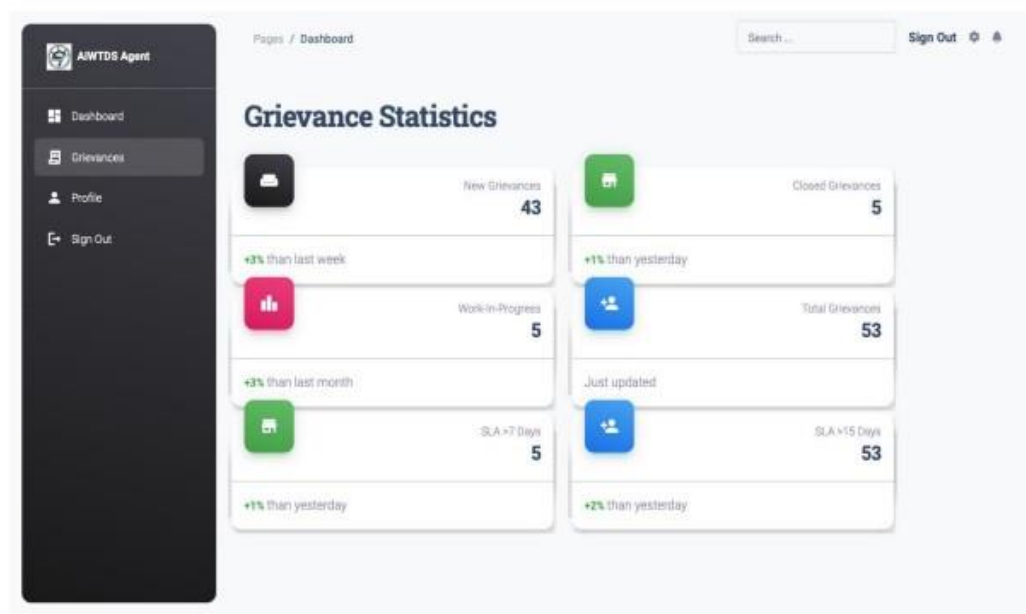
S.No.	Indicator	Target	Status	% Achieved	Timeframe	Responsibility- I	Responsibility- II
Citizenengagement							
1	Respondents interviewed for the satisfaction survey disaggregated by gender/ST/SC (No.)				Bi-annual	Consultancy Firm	PMU
2.	Share of respondents which are satisfied with the IWT services.				Bi-annual	Consultancy Firm	PMU
3.	No. of grievances Received in the previous month				Monthly	Helpline	PMU
4.	Percentage of grievances satisfactorily resolved within stipulated Timeframe				Monthly	Helpline	PMU
5.	No. and type of IEC activities undertaken to disseminate information On GRM				Quarterly	PIU	PMU
6.	No. and type of IEC activities undertaken for handling SEA/SH risks on IWT vessels as per the MoU				Quarterly	State Commission for Women	PMU
7.	ICC constituted at all establishments related to the project				One-time	PIU	PMU
8.	No. of SHW cases Adjudicated by ICC and resolved				Annual	PMU	PMU
9.	No. of trainings organised on GRM(including ICC procedures)				Bi-annual	GRO	PMU
10.	No. and types of consultations undertaken in the previous quarter				Quarterly	PIU	PMU

Workflow diagram for Citizen Engagement

(*) The Grievance Management System is being developed separately as a stand-alone application and is not a part of the scope of work here.

This system will have to be integrated with the Social Safeguard Monitoring and Evaluation (SSM&E) System for centralised monitoring and making data available for analysis and have to address other parameters which are not address at GRM application.

Fig 4.3: Dashboard for Citizen Engagement



Module 5: Social, Environmental and Safety Monitoring including Sexual Abuse and Harassment - Gender-Based Violence

This module is for monitoring social, environmental and safety requirements at the government level and contractor level. The key indicators required for monitoring social parameters at the government level include monitoring of sexual harassment and abuse (GBV). This will include

- recording information of the ICC members,
- sensitisation trainings and community outreach workshops being conducted,
- recording complaints of sexual harassment and the procedure being followed to resolve these cases, etc.

It also covers timely monitoring Social Management Plan (SMP) and Environmental Management Plan (EMP) of the Contractors, their safety-related responsibilities including providing gear, trainings and incident recording. In this regards the following indicators have to be enabled in the system-

1. Pre-Construction (From the contractor end. And also have a separate module for the contractor for collecting this information.)
 - Applicable Permits/NOCs taken by Contractor: Name of Item like DG Set , Tree Cutting, Ground Water etc., Date of Application, Applied to, Date of Permit/NOC Received, Upload documents
 - Training & Capacity Building: Type of Training, Type of Trainees, Topics covered, Date &Duration, Place of Training, Name of Resource Person and Designation, Upload evidence (Attendance Register, Pictures of training)
 - Date of submission of CESMP to PMU, Date of Vetting by TSSC, Date of Revised CESMP submitted to PMU, Date of Approval of CESMP, Upload Document
2. Construction (from the contractor end. And also have a Separate module for contractor for collecting this information.)
 - Details of Sexual Abuse and Harassment (GBV) monitoring - Recording establishment of ICC, details of ICC members, no. of complaints filed, proceedings conducted in reported complaints, etc.
 - Details of Safety Monitoring - Provision of protective gears, safety trainings including tool talks, safety awareness, mock drills, etc., and recording safety incident details.
 - Details of Environment Monitoring- Air, Water, Soil, Noise, Ecology
 - Timely monitoring of the Social Management Plan (SMP) and Environmental Management Plan (EMP) of the Contractor will also be done as part of this module.

Fig 5.1: Workflow diagram for Social, Environmental and Safety Monitoring including Sexual Abuse and Harassment - Gender-Based Violence

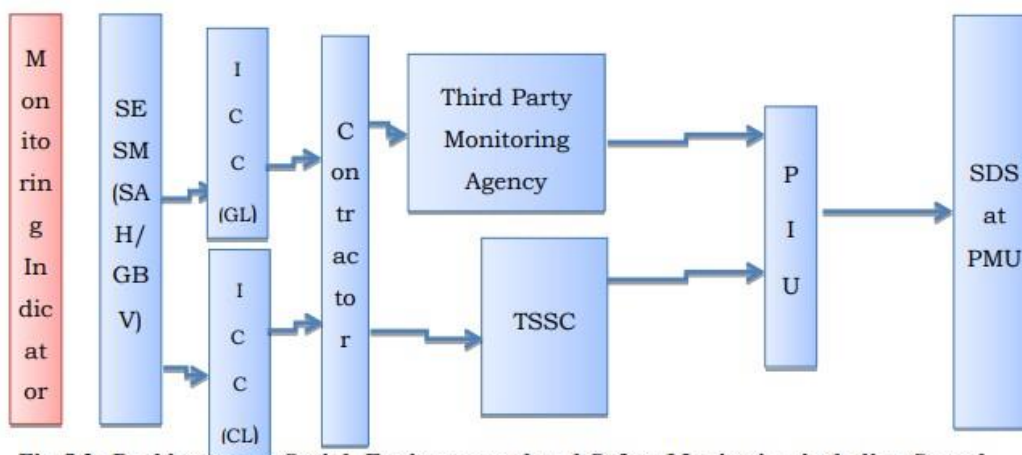


Fig 5.2: Dashboard for Social, Environmental and Safety Monitoring including Sexual Abuse and Harassment - Gender-Based Violence



Module 6: Training and Capacity Building

Level 1: Training at the Project Management Unit (PMU) Level

Training for capacity building is critical for successful implementation of the Project. All capacity building and training initiatives needs to secure social and economic advantages from improved operations, enhancing the quality of service to IWT users, and lastly, promoting decent work and sustainable jobs. In order to increase the competency of AIWTDS staff, following training calendar has been proposed at PMU, PIU and Contractor level:

Table-1: The Detailed Chart of Training and Capacity Building at the PMU Level:

<u>S. No</u>	<u>Project training activities undertaken by PMU</u>	<u>Content</u>	<u>Target Audience</u>	<u>Frequency of trainings</u>	<u>Resource person</u>	<u>Reference Document</u>
1.	Grievance Redressal Mechanism	Managing complaints on Grievance Redressal procedures, nature of complaints, response time, and appellate procedures, RTI, and due process of law.	<ul style="list-style-type: none"> • AIWTDS Staff including Project Management Cell • GC • TSSC • TPM 	Bi-annually	Social Safeguard teams of PMU, GC, TSSC and TPM.	<ul style="list-style-type: none"> • Grievance Redressal Mechanism
2.	Gender based violence	Generating general awareness on legal framework surrounding sexual harassment (POSH guidelines), procedure for registering complain, response time, role and responsibility, ways to prevent, report and ensure a respectable and safe workplace.	All workforce of PMU and Senior officers of PIU	Bi-annually	Social Safeguard teams, ICC committee, External resource person from State Commission for Women could also be invited.	<ul style="list-style-type: none"> • World Bank's GBV Guideline, • Sexual Harassment at the workplace (Prevention, Prohibition and Redressal), 2013
3.	Health & safety	General HSE induction	Staff from PMU that are required to visit the site.	Quarterly	Health & Safety Expert from Contractor, TSSC, TPM	<ul style="list-style-type: none"> • World Bank and IFC Health and Safety Guidelines • National Policy on Safety, Health and Environment at Workplace
4.	LAR&R	Relevant Laws and Regulations/standards and Acts of Land Acquisition, Resettlement & Rehabilitation.	Staff responsible for LAR&R activities	Quarterly	GC, SDS/SDE, any Revenue Dept. Official can be invited.	<ul style="list-style-type: none"> • RFCTLARR Act 2013 • Assam's RFCTLARR Rules 2015 • Resettlement Policy Framework of the Project

5.	Labour Management	Training on the Labour Compliance Tool	Staff responsible to look into the activities of Labour.	Initially monthly (as it's a new tool), then quarterly	IT expert	<ul style="list-style-type: none"> All legislations governing the labour including child and women labour, wages and compensation, working condition and worker welfare etc.
6.	Firefighting	Training/mock-drill on occasion of a fire breakout.	All workforce of PMU	Bi annually (as and when needed as new staff join)	Assam Disaster Management Authority support could be seeked	<ul style="list-style-type: none"> Firefighting Training Emergency Preparedness and Evacuation Plan
7.	Workshop on COVID-19 and other health related issues.	Training on SOP for Covid-19, Central and State Governments guideline, cleanliness, HIV/AIDS and other transmitted disease.	All workforce of PMU	Bi annually (as and when needed as new staff join)	Medical Practitioner	National and State Guidelines
8.	Overall project with its components, schemes and progress under AIWTD	Generate awareness on the project, its schemes, beneficiaries, implications and the progress so far.	All workforce of PMU	Annually	PM&E/senior officials	PAD,QPR/ MPR.
9.	Management Information System (MIS)	Training on the working of the MIS and how it reflects the overall project	All workforce of PMU	Bi-annually	IT Expert, Software Developer	MIS Process, Flow Chard, Data Management, Data Presentation and updation.

Level 2: Training at the Project Implementation Unit (PIU) Level

Training for capacity building shall also be conducted at PIU level so that targeted goal of project implementation can be achieved smoothly. Followings are the training proposed at PIU Level:

Table-2: The detailed Chart of Training and Capacity building at the PIU Level:

<u>Sl. No</u>	<u>Project training activities undertaken by PIU</u>	<u>Content</u>	<u>Target Audience</u>	<u>Frequency of trainings</u>	<u>Resource person</u>	<u>Reference Document</u>
1.	Grievance Redressal Mechanism	Managing complaints on Grievance Redressal procedures, nature of complaints, response time, and appellate procedures, RTI, and due process of law.	All the staff of PIU	Bi-annually	Officer heading the subdivision office supported by SDS/SDE from PMU	<ul style="list-style-type: none"> Grievance Redressal Mechanism
2.	Gender based violence	Generating general awareness on legal framework surrounding sexual harassment (POSH guidelines), procedure for registering complain, response time, role and responsibility, ways to prevent, report and ensure a respectable and safe workplace.	All the staff of PIU	Bi-annually	Officer heading the subdivision office supported by SDS/SDE from PMU	<ul style="list-style-type: none"> World Bank's GBV Guideline, Sexual Harassment at the workplace (Prevention, Prohibition and Redressal), 2013
3.	Health & safety	General HSE induction	Staff required to visit the site of operation to be trained to ensure public safety	Quarterly	Officer heading the subdivision office	<ul style="list-style-type: none"> World Bank and IFC Health and Safety Guidelines National Policy on Safety, Health and Environment at Workplace
4.	LAR&R	Relevant Laws and Regulations/standards and Acts of Land Acquisition, Resettlement & Rehabilitation.	Staff responsible for LAR&R activities	Quarterly	Officer heading the subdivision office	<ul style="list-style-type: none"> RFCTLARR Act 2013 Assam's RFCTLARR Rules 2015 Resettlement Policy Framework of the Project
5.	Workshop on COVID-19 and other health related issues.	Training on SOP for Covid-19, Central and State Governments guideline, cleanliness, HIV/AIDS and other transmitted disease.	All the staff of PIU	Quarterly(as and when needed as new staff join)	Health expert to be consulted with.	National and State Guidelines

6.	Solid Waste Disposal Management	Training on Waste Disposal mechanisms and its importance to prevent marine ecosystem pollution and encourage natural resource conservations.	All the staff of PIU and disseminating information among the public.	Bi-annually	Officers of PIU	EMP
----	---------------------------------	--	--	-------------	-----------------	-----

Level 3: Training at the Contractors level:

The training provided by the Contractor are mostly for all the working staff and manpower deployed at site and engaged in construction activities. The trainings involve daily detailed discussions on safety that they impart every day in the form of Toolbox meeting before the start of each workday. However, special sessions need to be arranged for some important themes that are mentioned below:

Table-3: The detailed chart of training and capacity building at the Contractors level:

Monitoring operations of the vessel operators to ensure safety of the crew and citizens is a very important responsibility for AIWTDS. The SSM&E System facilitate monitoring of license applications of vessel operators refused because of non-compliance of safety provisions (percentage of total applicants) under the SOP. It will also be required to record compliance with

S. No.	Project training activities undertaken by Contractors	Content	Target Audience	Frequency of trainings	Resource person	Reference Document
1.	Grievance Redressal Mechanism	Implementation of GRM, its process, time taken to handle it, types and nature of GRM.	All workforce and labour	Bi-annually	Social Safeguard Expert of L&T	<ul style="list-style-type: none"> Grievance Redressal Mechanism
2.	Gender based violence	Generating awareness on legal framework surrounding sexual harassment (POSH guidelines), various ways to prevent, report and ensure a respectable, safe workplace.	All workforce and labour	Bi-annually	Social Safeguard Expert of L&T, State Commission for Women external resource person could also be invited.	<ul style="list-style-type: none"> World Bank's GBV Guideline, Sexual Harassment at the workplace (Prevention, Prohibition and

						Redressal), 2013
3.	Health & safety	General HSE induction	All workforce and labour	Everyday Toolbox meeting	HSE Expert, Environmental and Social Expert from Contractor, TSSC	<ul style="list-style-type: none"> World Bank and IFC Health and Safety Guidelines National Policy on Safety, Health and Environment at Workplace
4.	Labour Management Compliance	Training on the Labour Compliance Tool	Staff of L&T	Initially monthly, then quarterly	IT Expert from PMU, E&S Expert from PMU, PIU and TSSC	All legislations governing the labour including child and women labour, wages and compensation, working condition and worker welfare, etc.
5.	Firefighting	Training/mock drill on occasion of a fire breakout.	All workforce and labour	Quarterly(as and when needed as new workers join)	Firefighter(as assigned in the SMP by L&T), Assam Disaster Management Authority support could be sought	<ul style="list-style-type: none"> Firefighting Training Emergency Preparedness and Evacuation Plan
6.	Workshop on COVID-19 and other health related issues.	Training on SOP for Covid-19, Central and State Governments guideline, cleanliness, HIV/AIDS and other transmitted disease.	All workforce and labour	Quarterly(as and when needed as new workers join)	Medical Practitioner.	National and State Guidelines
7.	Earthquake, flood and other natural calamities	Preparedness incase of any natural calamities in the site and labour camp.	All workforce and labour	Quarterly(as and when needed as new workers join)	Emergency Team Leader of L&T (as assigned in the SMP by L&T)	ASDMA guidelines.

periodic labour standard training for vessel crews and IWT staff. Also community outreach activities such as Awareness Campaign, Mock Drills, Information Signages etc shall be included.

Components of Training, Workshop and Capacity Building

The key inputs and reporting required for monitoring of project indicators have been highlighted in bold with an (*)

Login Id and Password to be used by the respective users to access the system

Input	Output
<ul style="list-style-type: none"> • Training Plan • Training Delivery • Attendance • Feedback 	Training Status Report

The detailed process/functionalities for each module has been provided hereunder:

Component 1: Training Plan Upload

Only PMU to be given access to the above.

Hard copy of the training needs assessment to be uploaded

Hard copy of the training plan to be uploaded

Training batches to be created capturing the following details for each of the training based on the training plan*

- o Batch No. to be automatically generated – Each training needs to be provided a unique id
- o Training Organizer /host
- o Training Title
- o Planned Start Date and Planned End Date
- o Training Category
- o Venue
- o Mode of training – whether classroom or digital
- o No. of participants
- o Concerned stakeholder to be covered
- o Details of trainers – Details to be fetched from the master trainer list

After the completion of the above, the batch details are saved

In case the training plan is updated, necessary modification rights to be given to the concerned user

Component 2: Training Execution

All the host / organizer to be given access to this module

A month before the training, the host to be intimated of the upcoming training so that the host can undertake necessary arrangements

A week before the training execution, notification to be received by the concerned host for updation of the necessary details in the system

Actual start date, Actual Duration, Actual End Date, trainer details to be updated in the system by the organizer/host

The organizer/host to upload the list of participants – Without this the training cannot be executed

A profile of each trainee should be created based on the list of participants which would enable to check the progress made by each participant and also track in future of the trainings undertaken so that future refresher training can be planned. This would also help in maintaining a learner database. The following details are to be captured:

- the details of participants would be captured which would include name of person, age, gender, designation, address, phone number, qualification, concerned stakeholder, etc.

Classroom training – After the training is completed, the training execution tab should be activated and link should be sent to the host. The following are to be uploaded*

- o Attendance of each participant
- o Feedback of each participant, Alternatively, a link may be sent to the participant to provide their feedback if hard copy feedback is not taken
- o The training materials to be uploaded in the system
- o Details of trainer to be updated
- o Trainer to be provided link to provide feedback
- o Training photograph to be uploaded
- o Assessment results of the participants

Digital training – After the lapse of the specified time for the completion of the digital training, the following details should be captured:*

- o Participants who have completed the training
- o Results of assessments
- o Feedback from the participants
- o Link to training material

Certificate should be generated for each participant who has completed the training

Component 3: Refresher training

- Materials of classroom training should be available. For digital training, link should be available.
- Refresher assessment should be available to test the knowledge of the participant.
- Results should be shared with the participants.
- Attendance should be recorded
- Feedback from participants

Module 4: Reporting

- Only PMU to be given access to this module
- The following kind of reports should be able to be generated based on the information captured:
 - o Planned v/s actual for the number of training – Overall, District wise, Ghat wise, training wise*
 - o Planned v/s actual for the number of participants – Overall, District wise, Ghat wise, training wise, gender wise, caste wise, designation wise*
 - o Feedback analysis for each training – Trainers and Participants
 - o Participant analysis for each training which would assist in future planning
 - o Participant profile to be sent to the respective participants at a specified month intervals – training allocated, training undertaken, number of hours for which training undertaken, upcoming training, assessment results, certificates obtained, refresher results
- The reporting should be able to generate at any defined selected period
- The trainer and trainee may also be able to access to check the progress

Module 7: e-Ticketing MIS

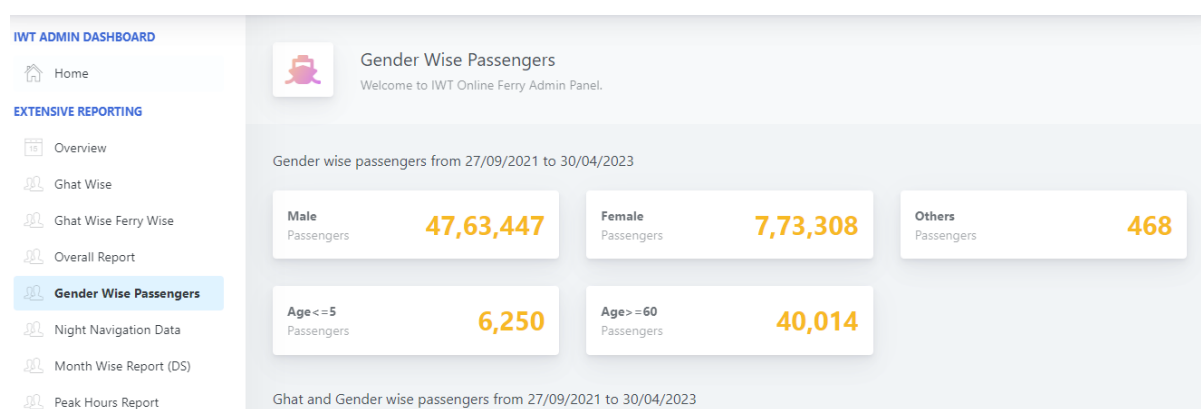
The DIWT with the help of AMTRON (Assam Electronics Development Corporation Ltd.) has already developed the e-Ticketing web portal and Application for passenger services. The Portal/Application is used for facilitating the e-Ticketing Service to all the Inland Water Transport commuters across the state which created a huge data base of commuters from 27th Sept 2021; including

- ghat/ferry wise passenger information,
- revenue information, ferry schedule,
- night navigation service availed by passengers information,
- Gender/Age/Differently abled based passenger information
- Private ferry operator information, etc

Thee-Ticketing System which is developed by AMTRON will have to be linked/integrated with the proposed MIS for better data monitoring, data mining and evaluation for reporting and analysing with a structural and dashboard view of every aspect of data. The necessary API will be shared by the AMTRON to the Vendor which need to flash in the MIS as and when required.

(*) *The e-Ticketing System has been developed by AMTRON as a stand-alone application. The Consultant is expected to (i) ensure interoperability of the foregoing modules with the main MIS, (ii) avoid duplicate inputs and (iii) export/import data of interest in each system to ensure consistency across all modules.*

Fig: Dashboard on e-Ticketing MIS



Annexure II: Parameters to be covered in

Module 8: Integrated MIS

A simplified, robust and Integrated Management Information System (MIS) would go a long way in ensuring that the necessary data is available on a real-time basis for centralised monitoring.

It is important that the collection of data and further analysis happens in a smooth, efficient, transparent and flawless manner. For this, the SSM&E System will be integrated well with the LAR&R Compliance Portal; Labour Law Compliance System; and the Grievance Management System, Call Centre, Tracking System Cum Customer Relationship Management System, E-ticketing system.

(*) The Quotationer is expected to ensure interoperability of all the web portals being used for the above mentioned modules with the main MIS i.e. the SSM&E System, regarding master data so as to (i) avoid duplicate inputs and (ii) export/import data of interest in each system to ensure consistency across all modules. For this, the Quotationer is expected to take stock of current system development to ensure interoperability.

The Integrated Management Information System (MIS) will maintain the database on land and livelihood impacts; social inclusion; labour standard compliance of all physical investments; safety

and training; citizen engagement to assess users' satisfaction; grievance redressal mechanism; GBV and gender mainstreaming; other IT Initiative like MIS of e-Ticketing System and social and environmental monitoring for SMP and EMP.

Fig 6.1: Dashboard for Integrated MIS



1.2. Development of the MIS tool

The consultant shall carry out a study of the functional requirements of the Solution to formulate the SRS. The SRS shall necessarily contain the following details-

- Detailed mapping of the prevailing workflows for different processes
- User groups, roles and types of access needed
- System checks requirements
- Master Data requirements
- Reporting requirements
- Security requirements
- Audit requirements
- Migration requirements - Digital and Manual records
- Language and Localization requirements
- Integration requirements with existing systems and any other external agencies
- Any other relevant details which are required to clearly articulate solution requirement

The consultant will develop the software which could be pilot tested and rolled out in the stipulated timeline. The consultant shall deploy the solution for delivering all the services and management functions detailed in SRS.

1.2.a.Integrate with other government software's based on requirements

The consultant is expected to integrate the MIS with other government software as required. It should allow seamless flow of information. This requirement will be determined by AIWTD Society during implementation. Necessary APIs are to be developed by the consultant and if required other APIs should integrate in the proposed MIS.

1.3. Scope of Work

Scope of work includes the following -

- a) Requirement gathering
- b) Preparation of design and functional documents
- c) Data collection, optimization, validation and analyzation
- d) Development as per government standards
- e) Development/Integration of the **LAR&R Compliance Portal** for the land and livelihood module as per notified rules & regulations by the Government of Assam
- f) Development/Integration of **Labour Compliance***
- g) Integration of **Citizen Engagement***
- h) Development of the social, environmental and safety monitoring module including on Sexual Abuse and harassment- Gender-Based Violence in integration with the Labour Law Compliance System
- i) Development of the social inclusion module, training and capacity module as part of the **SSM&E System** for centralised monitoring
- j) Integration of **e-Ticketing MIS***
- k) Development of **Integrated MIS**
- l) Development of **Detailed Reports**
- m) Testing
- n) Deployment in Production environment
- o) Training for the staff

-
- p) Audit
 - q) Maintenance and Support

2. DETAILED SCOPE OF WORK

Task: 1 – Requirement Gathering

For requirement gathering following activities need to be done:

- a) Studying similar monitoring systems with features like dashboards, reports, summary, and progress tracking.
- b) Refining the requirement into presentable format to be fed into the portal.
- c) Formulate requirements for applications/services.

Task: 2 – Portal Development Architecture & Design

Following are the development architecture and design goals for the monitoring and evaluation system:

- a) The Agile software development methodology based on an iterative model should be used.
- b) The portal should have responsive design so that it automatically scales its content and elements to match the Screen size on which it is viewed
- c) The portal should have support for multiple browsers and platforms.
- d) Design of data models and their relationship.
- e) Portal development should be done as per Government Guidelines using service oriented architecture.
- f) Work out methodology to enable easy discovery of information and implement efficient and meaningful search facility/sign on etc.
- g) Work out the methodology to implement Development of user login module and workflows. Allow multi-user login to the portal using predefined roles.

- h) Confidentiality of data should be maintained. The security framework should be designed strictly following security standards such as ISO 27001, as well as Standard Information Systems Security policies and Guidelines issued by STQC.
- i) Work out the integration with other softwares including LAR&R Portal, Grievance Management System and Labour Compliance Portal.
- j) Frontend and Backend Architecture of the Web Portal.

Task: 3 – Development

i. The following is to be developed as part of **LAR&R Compliance Portal**:

- a) Steps in accordance with notified rules and regulations by the Assam Government applicable to AIWTDS
- b) Dashboard to track various metrics to show the progress of land acquisition and payment of compensation
- c) GIS to show the project affected families from the affected area
- d) Review and verify the progress in resettlement implementation
- e) Monitor the effectiveness and efficiency of PIU, and NGO in RAP implementation
- f) Tracking and monitoring process of compensating and assisting the Project Affected Families
- g) Assess whether resettlement objectives, particularly livelihoods and living standards of the Project Affected Persons (PAPs) have been restored or enhanced

ii. The following is to be developed as part of the Social, Environmental and Safety Monitoring including Sexual Abuse and Harassment - Gender-Based Violence module in integration with the Labour Law Compliance System for the contractors -

- a) Safety - Monitoring of safety provisions like provision of personnel protective gears (helmets, ear plugs, nose masks, reflective jackets, protective goggles, gloves, gum boots)
- b) Social and Environmental - Timely monitoring of the SMP/EMP of the contractors

-
- c) Safety - Training module with safety trainings provided by the contractors including tool talks, safety awareness, mock drills, etc.
 - d) Safety - Recording safety incident details, cause/ type of incident like fire, vehicle, near miss, fatal, dangerous occurrence, and property damage in accidents at workplace
 - e) Social - Collecting information from the contractors in pre-construction stage including applicable permits, training and capacity building of the personnel, and details of submission of few other document
 - f) Social - Monitoring Sexual Abuse and Harassment (GBV) related compliances at the contractor level (already present in the labour law compliance system)

iii. The following is to be developed as part of **Social Safeguard Monitoring & Evaluation System**:

- a) Monitoring and tracking the social inclusion indicators, such as, those relating to facilities available in vessels for persons with disability, involvement of female boat owners through the Jibondinga Scheme, etc. (social inclusion module)
- b) Monitoring and recording information related to formation of the ICC, sensitization trainings provided, sexual harassment complaints reported and procedure followed in these complaints (Social, Environmental and Safety Monitoring including Sexual Abuse and Harassment - Gender-Based Violence module)
- c) Monitoring vessel operator license compliances, labour standard training for vessel crews and IWT staff (training and capacity building module)
- d) Integration with other Portals - LAR&R Portal, Grievance Management System**, e-Ticketing MIS and Labour Law Compliance System
(**) Integration with the Grievance Management System and e-Ticketing necessary API will be share by AIWTDS
- e) MIS dashboard for the key project modules - land and livelihood, social inclusion, labour compliance, citizen engagement, social, environmental and safety monitoring of contractors, and training and capacity building (Integrated MIS module)
- f) Summary outline and overall progress tracking of timeline of projects

- g) Detailed and consolidated reports including safeguard compliance report (Detailed reports module)* land & livelihood to be included

Task: 4 – Development of User Workflows

Following workflow needs to be designed and developed for the SSM&E System -

- i. Employee Login Module: Login module can contain the following:
 - a) Login Using User Id/Password and Logout
 - b) Forgot Password Option
 - c) Creation of User Profile by the Admin User
 - d) Assigning/Updating of Role to the User by Admin
 - e) Each User can access the different workflows as per his assigned role
- ii. Storing application data to the system after validation
- iii. Processing data from other portals
- iv. Generation of reports and dashboards for the key project modules

Task: 5 – Testing

Following tests needs to be carried out:

- (a) Preparation of Test cases
- (b) Unit Testing
- (c) System Testing
- (d) Performance and Load Testing
- (e) Testing results report

Task: 6 – Training for the staff For Proposed MIS system.

- (a) Provide hand holding and capacity building Knowledge Transfer

The consultant is required to train the PMU/department staff (technical personnel and end-users) to enable them in effectively operating the system. Consultant shall also be responsible for sharing details with the staff whenever changes are made in the Solution that is implemented for this project.

Before the commencement of the training, the consultant shall prepare a training plan at various levels including the PMU administrators and module specific administrators and agreed upon by PMU. The plan will detail the coverage of the training, duration of the training as well as the targeted audience for the training.

The consultant must impart training to the personnel from PMU and Department in the operation of the application software, generation of reports, maintenance of User Logins, policies and procedures. Super users/administrators will be trained on all modules. Role specific training will be provided to other users. For all these training programs the consultant should provide necessary course material, manuals for troubleshooting and system admin to the trainees etc. Training Room /Premises, whiteboard, furniture for training would be provided by PMU.

Consultant shall take the feedback from trainees at the end of each trainee and submit a report to PMU in a standard format.

Consultant shall develop documents, videos, e-contents and upload on the portal so that users can do self-learning. E-Contents should be prepared for (but not limited to):

- Registration into application
- Password change
- Application/Portal Navigation
- Features of all modules with full step by step navigation
- Walk through of each functionality enabled in the system

On the job trainings/handholding shall have to be provided by the consultant during the O&M period of the project. Consultant shall create user manual for end users. A copy of the training manual will also be available online.

Training the users of the systems is also part of the scope of work. The users will have to be provided training in the operation of the application software, recording and tracking information, generation of reports, maintenance of user logins and understanding the dashboard.

(b) Training for the following systems will be needed:

- i. Training on LAR&R Compliance Portal
- ii. Training on social, environmental, safety monitoring - Sexual Harassment and GBV module.
- iii. Training on Social Safeguard Monitoring and Evaluation System

Task: 7 – Operations, Maintenance, Support and Security

The consultant will operate and maintain all the components of the proposed solution (including LAR&R Compliance Portal, Labour Law Compliance System and the SSM&E System) for a period of 24 months from the Go-Live date which may be extended further on satisfactory performance. After the completion of first year of operation after Go-Live, support would be provided by the PMU in the operation of the MIS tool, however, the vendor would remain responsible for the smooth operation of the MIS tool during the entire contract period. License cost (if any) to be borne by the vendor for the contract period.

Upon completion of the initial 2 years of support and maintenance (S&M), the department may extend the support services based on the requirement.

During the O&M phase, consultant shall customize, implement and manage the Solution in accordance with the service level defined for the project. Any server requirements for operating and maintaining the software would be provided by PMU.

The consultant shall provide operational support and maintenance services for the term of the contract including but not limited to the overall system stabilization, system administration, security administration, database administration, network administration and end-user problem resolution. The consultant will have to ensure that the solution is functioning as intended and attending to all problems associated in operation of the application system.

The consultant will provide full support to ensure that the Solution implemented under this Contract shall have no defect arising from development/ customization/configuration.

This support should also cover adapting the Solution for any additional requirement that might come to the notice of PMU at the time of actual use of the same during the development period.

During the contract term, the consultant shall be completely responsible for defect-free functionality of the Solution implemented under this Contract and shall resolve any related issues (including bug-fixing, etc.) within the duration agreed between the PMU and the consultants, at no additional cost to PMU.

Since it has been considered that the solution may undergo the changes post-go live of the solution, hence consultant shall deploy the required resources during the development period. Consultant shall make minor customizations and bug fixes in the Application during Operation & Maintenance period as per requirement of PMU without any additional cost/change request to PMU.

The consultant shall provide latest updates, patches/ fixes, version upgrades relevant for the Solution implemented under this Contract.

All major planned or emergency changes to any component of the system shall be through the approved Change Management process. The consultant shall ensure:

- Detailed impact analysis
- Appropriate communication on change required has taken place

-
- Proper approvals have been received
 - Schedules have been adjusted to minimize impact on the production environment
 - All associated documentation is updated post stabilization of the change
 - Version control maintained for change

The consultant will be responsible to work with PMU, provide assistance to ensure that the solution is hosted on the State Data Centre.

Network Administration & Management consists of the following activities but not limited to: Administering User IDs, Network analysis and performance optimizing, Continuous monitoring and management of network during the working hours of PMUs on each working day and restoration of breakdown within prescribed time limits, Ensuring network security and database security at all times.

Consultant will be responsible for implementing measures to ensure the overall security of the solution and confidentiality of the data. The consultant shall monitor production systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of the Services. This monitoring shall be through the security controls including:

- Real-time logs generated by the system
- Audit review tools
- Manual processes

Consultant shall develop and deploy a detailed security policy for the solution implementation & maintenance in adherence to policies and procedures as laid by Govt. of India and Assam

Consultant shall be responsible for application security audit from CERT-In empanelled agencies and STQC during implementation and operation & maintenance period as per requirements given and submit 'Certificate of Audit' to PMU along with detailed report on vulnerabilities.

Consultant shall fix all the vulnerabilities as per report of Security Auditor and submit the compliance report.

Consultant shall produce and maintain system audit logs on the system for a period agreed with PMU after which point, they will be archived and stored at off-site or as desired by PMU. Consultant would deploy tools for automated correlation of audit logs for relevant security exceptions in real time or in near real time and take immediate remediation action.

At the end of the contract the consultant shall provide the PMU with a recommended exit management plan or transition plan. The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement.

At the end of the contract the consultants shall provide all documents, software and other related materials of the project to the PMU.

The consultant shall ensure that all the documentation required by the PMU for smooth transition are kept up to date and all such documentation is handed over to the PMU during regular intervals as well as during the exit management process.

3. ARCHITECTURAL REQUIREMENTS

(a) Technologies to Be Used

Platform/Media	Portal/DB/Server Technologies
Portal (Should support all Operating System and all the browsers)	<ul style="list-style-type: none"> • HTML 5 • CSS 3(Cascading Style Sheets) • Java Script (Server Side and Client Side) • PostgreSQL database • Flutter

(b) Deployment of Server at Cloud as well as State Data Centre:

Minimum server specification shall be:

- Intel Xeon Quad Core Processor
- OS +Connectivity + redundancy
- ≥ 32 GB RAM
- ≥ 2 TB of storage on Raided HDDs
- Dual NIC interfaces
- ≥ 3 year NBD support

Note: Alternatively, the MIS system would simply be available over the web (and by Remote Desktop for administration tasks).

4. INTEGRATION WITH EXTERNAL SYSTEM

The system should have the openness to be integrated with any external system as and when required of e-Ticketing System. This would include integration with PMU Website, GRM Tool, Labour Management System and Land Acquisition, Resettlement and Rehabilitation System at the minimum. The technology stack used for the development of the application must support the publishing and consumption web services. The application should be able to consume web-services of any other external application in-order to retrieve or submit information as per

requirement. The application should also support publishing web-services for use of external systems if required.

5. KEY NON-FUNCTIONAL REQUIREMENTS

The MIS shall meet the following non-functional requirements:

Performance

1. Performance is that aspect of service, which is measured in terms of throughput and latency. Higher throughput and lower latency values represent good performance of a service. Throughput represents the number of service requests served. Latency is the round-trip time between sending request and receiving the response.

The performance level is defined as the responsiveness of the proposed application and shall be quantified on the basis of load and response time of the system. It would be a key challenge for the developers and operations and maintenance team to maintain the performance level as the use of the system would increase leading to an increase in the number of users and data volumes. The performance of the system to the end user would also depend on the quality of connectivity and uptime of the underlying infrastructure. The proposed architecture should take care of the application performance requirements by implementing required techniques like load balancing, caching etc. The table below describes the performance requirements of the system:

Action	Response Time
Loading of static pages	90% of static pages should load within 5 seconds
User operation of data	5 – 10 seconds
Transactions (query/ update)	10 – 30 seconds
Search	30 seconds

27. Availability

1. Availability of Application is a key requirement. The project must provide employees with timely, continuous access to information as per defined SLA. The project must also be able to rebound or recover from any planned or unplanned system downtime, ensuring a minimal impact on the operations.

2. Availability is the quality aspect of whether the service is present or ready for immediate use. Availability represents the probability that a service is available. Larger values represent that the service is always ready to use while smaller values indicate unpredictability of whether the service will be available at a particular time.
3. Also associated with availability is time-to-repair (TTR). TTR represents the time it takes to repair a service that has failed. Ideally smaller values of TTR are desirable.
4. The availability test would include the following activities
 - Designing test for availability testing
 - Execution of availability tests
 - Assessment of transaction/data losses in relation to Disaster Recovery system
 - Communication of final results to all stakeholders

Note: Availability at all Web application and Database server levels will be targeted. It is expected that vendor would maintain an average availability/uptime as mentioned in the SLA, of all components included but not restricted to hardware items, servers, database servers, system software, application software etc.

Security

1. Security is the aspect of the service of providing confidentiality and non-repudiation by authenticating the parties involved, encrypting messages, and providing access control. The applications can have different approaches and levels of providing security, depending on the service requester.
2. The tool should conform to the technology standards mandated by Government of India and Government of Assam.
3. Security Process will include:
 - Audit of Server and Application security mechanisms.
 - Assessment of the authentication mechanism provided in the application/ components/ modules.
 - Assessment of data encryption mechanism.
 - Assessment of data access privileges, retention periods and archival mechanisms, etc.
4. The following security requirements are the common, minimum requirements that will apply to the portal and all associated application systems:
 - I. The portal shall comply with a designated policy for the processes of secure data disposal from the system.
 - II. Sensitive data transmission and all administrative activities in the portal must be done in a secure channel (SSL).
 - III. Developers are expected to develop the portal security (SQL Injection, Cross Site Scripting etc.) while developing the web functionalities. Developer must adopt appropriate architecture and design guideline to avoid such web vulnerabilities.

IV. The portal should provide transparent and automated security management, security policy enforcement and automated password resets.

V. A range of web transactions will need to be secured in order that users' personal details are not exposed to inappropriate view. Where personal data is collected there shall be appropriate data protection notices provided to raise awareness on how that personal data will be processed. This shall be reinforced with an accessible Data Protection Policy Statement.

VI. The system shall meet Information Security Management requirements as detailed in ISO 27001.

The application will store identities of Government Officers and other stakeholders, and workflows are some areas which are critical with respect to security. Adequate safety measures to be incorporated during development stage to prevent vulnerabilities and build a secure code for these services. The following security considerations are to be made:

- User Level Security: Restricted areas of the application shall be accessible through pre-defined user access rights.
- It shall provide different levels of access right (e.g. full update, restricted update and view only) in relation to menus, screens, functions or fields defined by the user's organisation and user group membership.
- Access to the MIS shall be via password control and entry of a unique user ID, tested during MIS logon.
- It shall 'time-out' users from the MIS after a predetermined time.
- It shall prevent historic records from being overwritten or altered.
- It shall allow users with 'administrator rights' to create amend or delete other users from the System.
- Database Level Security: Database security should provide different layers of database users with overall control of database security administrator, only authorised database administration users with assigned privilege shall be allowed to access database. A separate audit trail should be maintained for any direct modification, deletion and addition in RDBMS database in database structure or records. User, even the database administrator should not be allowed to tamper with audit log.
- Network Level Security: Network traffic shall be encrypted using SSL.
- Infrastructure Level Security: Application infrastructure shall be hosted in a DMZ & firewall and IPS shall be installed to detect malicious activities.
- Web Services Security
- API Gateways Security

- OS & DB Security
- Prevent SQL Injection Vulnerabilities for attack on database.
- The MIS shall be hosted in a secure environment, with industry-standard network security and tightly controlled physical access to the MIS server.

28. Usability

Usability is concerned with specifying the user interface and end-user interactions with the system. Usability incorporates well-structured user manual, explanatory error messages, help facilities and consistent interfaces enhance usability. The user interface must be very intuitive to facilitate easy on boarding of first-time web application users.

The system should have the following flexibilities and functionalities in terms of usability:

- Comprehensive sitemap details in an easy-to-browse format.
- The system should ensure that the same screen appears each time it is launched
- Consistent and logical navigation flow
- Usage of standard GUI features (E.g., pull-down menus, dialog boxes, toolbar buttons)
- Consistent look and feel
- The application windows colors must respond correctly to user changing of color settings (i.e., must change with the colors, or all must stay fixed).
- Data formats are consistent throughout application windows
- Provision for tooltips at each field and also online Help at the field level
- The system should prevent the users from errors and allow error recovery
- System should have user friendly submission guidelines for each form which is easily understandable by the user. For example, pop up for date should be “dd-mm-yyyy” and drop-down list for “fund code”, “return code” etc.
- Be fully compliant with SQL
- Be compatible with Windows, Ubuntu and Cent OS.
- Be able to run in a ‘virtual server environment’

29. Scalability

The system should meet the following scalability requirements:

-
- Support the deployment of additional modules at a later point in time with minimal downtime and loss of productivity.
 - Support multi-tier architecture and should have the capability to integrate with external / third party components like Rules Engine, Functional Modules etc. which should not be point to point integration, but with well-defined interfaces for data integration using data models.
 - Ability to scale vertically and handle several requests concurrently

30. Portability

The portability requirements may be provided as follows.

- The solution should support ease of migrating applications and databases from one platform or technology to another.
- No OEM specific functionality of RDBMs to be used, which may become obstacle in changing RDBMs at a later stage.
- The users should be able to access the applications on the existing OS, browsers etc. or platforms of similar nature or family without any machine-dependent installations.
- The solution should also be responsive so that it can work on mobile devices.

31. Manageability

Manageability needs to be a crucial aspect of an Enterprise Solution. Vendor has to make sure that sufficient logs and metrics are captured for the purpose of debugging if any problem is encountered. The data will reside only on the server and when needed, as determined by AIWTDS and SDC, the vendor will be given access to the server for debugging purposes.

32. Maintainability

Maintainability is defined as the ease with which the software system and components can be modified to correct faults, improve performance or other attributes. It is envisaged that the application shall have high degree of maintainability. Maintenance activities required for smooth and efficient functioning of system are given as below:

- Corrective Maintenance: Performed to correct discovered bugs/ issues
- Adaptive Maintenance: Performed to keep the system usable in case of changing environment
- Preventive Maintenance: Performed to correct latent faults in a software product
- Perfective Maintenance: Performed to improve performance or maintainability of the system

33. Audit Trail & Access Control

It is required to build a complete audit trail of all transactions (add, edit and delete), so that errors in data – intentional or otherwise can be traced and reversed. Access Controls must be provided to ensure that the databases are not tampered or modified by the system operators. Implement data security to allow for changes in technology and business needs. Internal Users (Department Users / Operators) should not be able to login to the application, without providing login credentials. Database server access shall be provided through appropriate access control mechanisms. User groups would be created at the database server for allowing access to various data repositories. Users should be granted access to information, data, devices, processes/daemons, audit files and software on a "need to know" basis. Access will be restricted according to the user's requirement to read, write or execute data or software on the basis of least privilege to achieve the desired function. The proposed solution must allow controlling actions and access to resources of all users including privileged accounts such as root / administrator. There should not be any mechanism to delete data or information. All activities of deletion should lead to data being moved from the main place to a secondary place earmarked for storing deleted data. Under no circumstances data should be expunged. The system should support Role-based Administration and Role Based & Rule Based User Provisioning.

34. Miscellaneous

The web pages of this application should support at least browsers like Internet Explorer, Mozilla Firefox, Opera, Chrome and safari.

- The system should provide data export facility to popular formats such as MS Office and Open Office, PDF, map data etc. Business Rules in the system should be platform independent. Functional authorities, not IT resource persons, should be able to manage all the business rules and system configurations.
- The system must be “device aware” and vary content and access based on which device a user is utilizing i.e. users can securely access the portal via alternate devices, such as Tablet and mobile phones.
- No special client software shall be required to use any aspect of the data or applications delivered through the website.
- Documents may be stored in the portal document repository using many formats, such as Word, Pdf etc. The portal must maintain the capability to read all the formats of all the documents that it manages, or has links to, irrespective of the age and version of the original native format of the document.
- The solutions would be made centralized, multi-tenant, integrable and support open APIs
- The solution would be scalable and replicable with minimum changes, for similar kind of operations.
- Interoperability is defined as the ability of two or more systems or components to exchange information and use the information that has been exchanged. Data

standardization and interoperability are prerequisites for sharing and interfacing Department / Directorate systems/ Data with other National Agencies and businesses. To this end the Solution should be based on Open standards. Interoperability related projects should be compliant to CMIS standards for Content and Document management, HTTP/HTTPS/SOAP standards for SOA, BPEL 2.0 and BPMN 2.0 for Integration and Workflow.

35. Types of Users

Types of users likely to encounter the MIS include those with and without a technical background. The MIS shall run in Internet browsers, which most computer users will be comfortable with. It shall be user-friendly and shall not require advanced levels of IT proficiency (administrator functionality excluded).

All users shall be required to authenticate themselves with a dedicated MIS login and password. Users shall be members of one or more user groups as per table below. Membership of group(s) will determine the level of access each user has.

User Group

User Group	Description	Approx. No. of users using the application at a time
Authority/ World Bank	For monitoring of the project, will have view access of all sections and modules	4
Admin	Will have access to all sections of MIS for filling the necessary details, reviewing the work done by SPMU/DPMU/ULB/ward office, necessary approvals, generating reports and resolving the complaints of the citizen. Three tier access to be maintained.	1
PMU	Will have access to all sections of MIS for filling the necessary details, reviewing the work done by DPMU/ULB/ward office, necessary approvals, generating reports and tracking the complaints of the citizen. Three tier access to be maintained.	3

User Group	Description	Approx. No. of users using the application at a time
PIU	Will have access to all sections of MIS for filling the necessary details, reviewing the work done by ULB/ward office, necessary approvals, generating reports and resolving tracking the complaints of the citizen. Three tier access to be maintained.	4
Consultant(TSSC/TPM)	Will have access to all the sections of MIS for filling the necessary details, generating reports and assisting in implementation of the project	2/2
Contractors / Vendors	Will have access to grievance redressal monitoring system to submit action report against a complaint received for which these institutions will be responsible, sub-project investment system and operational monitoring system for filling the necessary details	14/14

6. SOFTWARE DEVELOPMENT MODEL

Agile Process of Software Development should be used while developing Social Safeguard Monitoring and Evaluation System web portal.

Agile Software Development is the iterative development process and development process practices that focus on collaboration of people involved and provide a better procedure to allow revisions, adaptations and evolution of web application requirements. Agile development method breaks product development work into small increments that minimize the amount of up-front planning and design. Iterations, or sprints, are short time frame that typically last from one to four weeks. Each iteration involves a cross-functional team working in all functions: planning, analysis, design, coding, unit testing, and acceptance testing. At the end of the iteration a working product is demonstrated to stakeholders. This minimizes overall risk and allows the product to adapt to changes quickly. Iteration might not add enough functionality to warrant a market release, but the goal is to have an available release (with minimal bugs) at the end of each iteration. Multiple iterations might be required to release a product or new features. Working software is the primary measure of progress.

The Manifesto for Agile Software Development is based on twelve principles:

1. Customer satisfaction by early and continuous delivery of valuable software.
2. Welcome changing requirements, even in late development.
3. Deliver working software frequently (weeks rather than months)
4. Close, daily cooperation between business people and developers
5. Projects are built around motivated individuals, who should be trusted
6. Face-to-face conversation is the best form of communication (co-location)
7. Working software is the primary measure of progress
8. Sustainable development, able to maintain a constant pace
9. Continuous attention to technical excellence and good design
10. Simplicity—the art of maximizing the amount of work not done—is essential
11. Best architectures, requirements, and designs emerge from self-organizing teams
12. Regularly, the team reflects on how to become more effective, and adjusts accordingly.

7. SECURITY AUDIT

Security is of prime concern in any web application. The proposed portal's security framework should be designed strictly following security standards such as ISO 27001, as well as Standard Information Systems Security policies and Guidelines issued by STQC. The security framework will ensure that any request landing in the portal will be validated for any security threat like SQL Injection, XSS etc. The security framework should be properly implemented with presentation layer services like User Registration, Authentication and Authorization services and Single Sign On services.

7.1. Data Security

The Government data is a very valuable resource, and establishing a secure data environment is a key component of the Technical Architecture, particularly since more and more applications use the Internet to access data. It is critical that the data be protected against any unauthorized access. Data security should be designed to protect data against the following threats:

- a) Unauthorized use of the database or application.
- b) Accidental modifications and deletions.
- c) Confidentiality and integrity breaches for data in data transport and physical storage.
- d) Disasters.

8. DATA VIEW

Data and information are extremely valuable assets of the state. Data view establishes an infrastructure for providing access to high quality, consistent data wherever and whenever it is needed. Following best practices would be while followed managing data.

Sl No	Data Model	Description
1	Design a flexible data model	Design data model such that any future changes in business requirements can be accommodated.
2	Minimize manual entry of data	<ul style="list-style-type: none"> a. Use look-up tables wherever appropriate b. In the design phase, consider the values that may be input into a field.
3	Use normalize and de-normalize patterns accordingly for performance	<ul style="list-style-type: none"> a. The third normal form is the most commonly recommended form for the ER model. b. To increase the performance a de-normalized database can be used as there can be fewer joins, or reduced access to multiple tables.
4	Setup indexes and relationships	<ul style="list-style-type: none"> a. Limit the number of indexes on databases that will be experiencing significant insert and update activity. When an insert is performed, not only is there cord updated, but all the indexes are updated as well. b. Increase the number of indexes on databases where importance lies in retrieval time. c. Indexes can increase performance on retrieval time. Before creating a database, indexes, or data access programs, verify that all relationships have been documented.
5	Archive and protect the data model	Data models along with data must be archived and stored in a secured position to minimize the loss of data

Sl No	Data Model	Description
6	Keep consolidated metadata repository up-to-date	The repository must be actively maintained (e.g. changes to metadata occur in the repository whenever new content is published at portals)
7	Communicate and share metadata definition	Information about standard metadata model should be easily available and communicated to all concerned parties.
8	Define review process for metadata	Design reviews are essential to ensure that shared content data is defined consistently across all portals. Design reviews also determine whether data that already exists is consistently defined and not redundantly stored.
9	Define metadata standard taking into consideration in use models	Review the existing standard and proposed data elements in the consolidated metadata repository before implementing a new database to ensure data elements are defined according to standards.
10	Govern metadata	Follow a well-defined process to govern all changes to metadata
11	Use industry standard database connectivity	Use industry standard tools like JDBC, ODBC, Hibernate etc. to access database instead of vendor specific accessing tools. These standards are highly adaptive for changes in database without much effort and cost.
12	Avoid usage of vendor specific extensions	Use ANSI-SQL standards rather than using vendor specific extensions to avoid vendor lock-in.

9. OWNERSHIP OF APPLICATION SOURCE CODE

Assam Inland Water Transport Development Society (AIWTDS), Govt. of Assam shall be the sole owner of the application source code and the database. The IA shall hand over the source code (in a suitable media) immediately after the successful acceptance testing of the main version of the application and at every subsequent revision of the application.

As and when required all the necessary APIs have to be provided by the Vendor to the notified organization in a working manner and required APIs should be integrated in the software which will be given by AIWTDS notified vendor or other notified organization.

10. MANPOWER REQUIREMENTS

Following resources will be required during the course of this project.

Sl. No.	Job Profile	Nos	Man-months *
1	Graphics/UI Designer	1	1
2	Product Manager	1	4
3	Software Architect	1	2
4	Frontend Developer	2	1
5	Backend Developer	2	1
6	Quality Engineer	1	1
7	Trainer	1	1

*** Man-months are indicative in nature and the consultants are free to propose the inputs as per requirement.**

11. MAINTENANCE AND SUPPORT - POST DEPLOYMENT SERVICES

After the Go-Live, the selected agency is to provide support and maintenance of the LAR&R Portal, Labour Compliance Portal and the SSM&E System for a period of 24 months from the date of the Go-Live of each portal respectively. During this period the selected agency is required to provide all the necessary support and resolution for any technical or functional issue in the Portal and bug fixing.

Upon completion of the initial 24 months of support and maintenance (S&M), the department may extend the support services based on the requirement.

During S&M phase, selected agency should engage resources to communicate with the department. The detailed Service Level Agreement (SLA) will be finalized after generation of work order in consultation with both the parties (AIWTDS and selected agency).

12. DELIVERY MILESTONES

Sl. No.	Milestone	Time (Days)
1	Date of Commencement of Services	T ₀
2	Completion of Requirement Analysis, Solution Design, Functional and Technical Design Document etc.	T ₁ =T ₀ +10

Sl. No.	Milestone	Time (Days)
3	Land and Livelihood, Labour Compliance, Citizen Engagement & e-Ticketing MIS	
3 (a)	a) Completion of Development of changes b) Testing and Deployment	$T_2=T_1+40$
3 (b)	a) Deployment In Production and Go-Live b) Training of identified stakeholders	$T_3=T_2+10$
4	Social Inclusion, Social, Environmental and Safety Monitoring including on Sexual Abuse and harassment -Gender-Based Violence, Training and Capacity Building & Integrated MIS	
4 (a)	a) Completion of Development of changes b) Testing and Deployment	$T_4=T_1+90$
4 (b)	a) Deployment In Production and Go-Live b) Training of identified stakeholders	$T_5=T_4+10$
5	Training of all the modules to identified stakeholders	$T_6=T_5+5$
6	Support and Maintenance of all the proposed modules	$T_7=T_6+ 2 \text{ years}$

13. SERVICE LEVEL REQUIREMENTS

The purpose of this Service Level Requirements (SLR) is to clearly define the levels of service which shall be provided by the Implementing Agency to Assam Inland Water Transport Development Society, Govt. of Assam for the duration of this contract for the Social Safeguard Monitoring and Evaluation System Project which includes the SSM&E System, LAR&R Compliance Portal and Labour Law Compliance System. Although the implementation SLRs is not specified here, it will be taken care of during Master Service Agreement.

STANDARD FORM OF CONTRACT

Consultant's Services
Lump-Sum

Contents

PART I	4
Section 1. Request for Proposal Letter.....	4
Section 2. Instructions to Consultants and Data Sheet.....	7
A. General Provisions	7
1. Definitions.....	7
2. Introduction	9
3. Conflict of Interest	10
4. Unfair Competitive Advantage	11
5. Fraud and Corruption	11
6. Eligibility.....	11
B. Preparation of Proposals.....	13
7. General Considerations	13
8. Cost of Preparation of Proposal	13
9. Language	13
10. Documents Comprising the Proposal.....	13
11. Only One Proposal	14
12. Proposal Validity.....	14
13. Clarification and Amendment of RFP.....	15
14. Preparation of Proposals Specific Considerations	16
15. Technical Proposal Format and Content	16
16. Financial Proposal.....	17
C. Submission, Opening and Evaluation.....	17
17. Submission, Sealing, and Marking of Proposals.....	17
18. Confidentiality.....	19
19. Opening of Technical Proposals	19
20. Proposals Evaluation.....	20
21. Evaluation of Technical Proposals.....	20
22. Financial Proposals for QBS	20
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	21
24. Correction of Errors	22
25. Taxes	23
26. Conversion to Single Currency	23
D. Negotiations and Award.....	24
E. Data Sheet.....	26
Section 3. Technical Proposal – Standard Forms.....	35
Section 4. Financial Proposal - Standard Forms	49
Section 5. Eligible Countries.....	59

Section 6. Fraud and Corruption	61
Section 7.....	1
Terms of Reference	1
Preface.....	54
I. Form of Contract.....	57
II. General Conditions of Contract	61
A. GENERAL PROVISIONS.....	61
2. Relationship between the Parties	62
3. Law Governing Contract.....	62
4. Language.....	62
5. Headings	62
6. Communications	62
7. Location	63
8. Authority of Member in Charge	63
9. Authorized Representatives	63
10. Fraud and Corruption.....	63
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....	63
11. Effectiveness of Contract.....	63
12. Termination of Contract for Failure to Become Effective.....	63
13. Commencement of Services	64
14. Expiration of Contract.....	64
15. Entire Agreement	64
16. Modifications or Variations	64
17. Force Majeure	64
18. Suspension	65
19. Termination.....	65
C. OBLIGATIONS OF THE CONSULTANT	67
20. General	67
21. Conflict of Interest	68
22. Confidentiality	69
23. Liability of the Consultant	69
24. Insurance to be taken out by the Consultant	69
25. Accounting, Inspection and Auditing	69
26. Reporting Obligations.....	70
27. Proprietary Rights of the Client in Reports and Records.....	70
28. Equipment, Vehicles and Materials	70
D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS	71
29. Description of Key Experts.....	71
30. Replacement of Key Experts	71
31. Removal of Experts or Sub-consultants.....	71
E. OBLIGATIONS OF THE CLIENT	71

32. Assistance and Exemptions.....	71
33. Access to Project Site.....	72
34. Change in the Applicable Law Related to Taxes and Duties	72
35. Services, Facilities and Property of the Client	72
36. Counterpart Personnel.....	72
37. Payment Obligation.....	73
F. PAYMENTS TO THE CONSULTANT	73
38. Contract Price.....	73
39. Taxes and Duties	73
40. Currency of Payment.....	73
41. Mode of Billing and Payment	73
42. Interest on Delayed Payments	74
G. FAIRNESS AND GOOD FAITH	74
43. Good Faith.....	74
H. SETTLEMENT OF DISPUTES	74
44. Amicable Settlement	74
45. Dispute Resolution	75
III. Special Conditions of Contract	79
IV. Appendices	85
Appendix A – Terms of Reference	85
Appendix B - Key Experts	85
Appendix C – Breakdown of Contract Price.....	85
PART III.....	87
Section 9. Notification of Intention to Award.....	87
Notification of Intention to Award.....	88

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: *Appointment of consultant for Design, Development, Implementation, Training, Maintenance and Support of Real Time Social Safeguard Monitoring and Evaluation System cum Land Acquisition, Rehabilitation and Resettlement Compliance Portal cum Labour Law Compliance System.*

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]*

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable 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 Experts**” 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
Failure to Become
Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 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
Commissions,
Discounts, etc.**

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

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

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

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;¹ (ii) to be a nominated² 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 inspect³ 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.

¹ 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.

² 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.

³ 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)	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are<i>[fill in at negotiations with the selected firm]</i>:</p> <p>Client: Assam Inland Water Transport Development Society</p> <p>Attention: State Project Director</p> <p>Facsimile: NA</p> <p>E-mail (where permitted): dir.iwtds-as@gov.in</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail (where permitted) : _____</p>
8.1	NA
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: State Project Director, Assam Inland Water Transport Development Society</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The effectiveness conditions are the following: Date of signing of the Contract
12.1	Termination of Contract for Failure to Become Effective: The time period shall be one month from the date of signing of Contract.
13.1	Commencement of Services: within 15 (fifteen) days from the date of signing of the Contract.

	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	<p>Expiration of Contract:</p> <p>The time period shall be Development period is 6 months from the Commencement of Services and Support and Maintenance of all the proposed modules shall be for 2 years.</p>
21 b.	<p>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</p> <p>Yes</p>
23.1	<p>The following limitation of the Consultant's Liability towards the Client:</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 Law</i>.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of value equal to the 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; - Not Applicable.</p>

	<p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law; - Not Applicable.</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. - Not Applicable.</p>
27.1	<i>All Proprietary rights remain with the CLIENT</i>
27.2	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.
32.1 (a) through (e)	<i>Deleted</i>
32.1(f)	<i>Deleted</i>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[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.</i></p>

39.1 and 39.2	<p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and</p> <p style="padding-left: 40px;">(i) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.</p>									
41.2	<p>The payment schedule:</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><tr><th>Task</th><th>Task Details</th><th>Payment</th></tr><tr><td>1</td><td>Approval of Requirement Analysis, Solution Design, Functional and Technical Design Document etc. (for all modules)</td><td>15% of contract price.</td></tr><tr><td>2</td><td>Upon completion and UAT sign-off of Development/Integration of the LAR&R</td><td>20% of contract</td></tr></table>	Task	Task Details	Payment	1	Approval of Requirement Analysis, Solution Design, Functional and Technical Design Document etc. (for all modules)	15% of contract price.	2	Upon completion and UAT sign-off of Development/Integration of the LAR&R	20% of contract
Task	Task Details	Payment								
1	Approval of Requirement Analysis, Solution Design, Functional and Technical Design Document etc. (for all modules)	15% of contract price.								
2	Upon completion and UAT sign-off of Development/Integration of the LAR&R	20% of contract								

	<table><tr><td></td><td>Compliance Portal/ Labour Compliance/ Citizen Engagement & e-Ticketing MIS</td><td>price (On Pro rata basis)</td></tr><tr><td>3</td><td>Upon completion and UAT sign-off of Development of Integrated MIS/ social, environmental and safety monitoring module & social inclusion module, training and capacity module as part of the SSM&E System</td><td>35% of contract price (On Pro rata basis)</td></tr><tr><td>4</td><td>GO LIVE (all modules)</td><td>20% of the Contract value</td></tr><tr><td>5</td><td>Support and Maintenance of all the proposed modules (upto December 2024)</td><td>10% of the contract value</td></tr></table>		Compliance Portal/ Labour Compliance/ Citizen Engagement & e-Ticketing MIS	price (On Pro rata basis)	3	Upon completion and UAT sign-off of Development of Integrated MIS/ social, environmental and safety monitoring module & social inclusion module, training and capacity module as part of the SSM&E System	35% of contract price (On Pro rata basis)	4	GO LIVE (all modules)	20% of the Contract value	5	Support and Maintenance of all the proposed modules (upto December 2024)	10% of the contract value
	Compliance Portal/ Labour Compliance/ Citizen Engagement & e-Ticketing MIS	price (On Pro rata basis)											
3	Upon completion and UAT sign-off of Development of Integrated MIS/ social, environmental and safety monitoring module & social inclusion module, training and capacity module as part of the SSM&E System	35% of contract price (On Pro rata basis)											
4	GO LIVE (all modules)	20% of the Contract value											
5	Support and Maintenance of all the proposed modules (upto December 2024)	10% of the contract value											
41.2.1	Not Applicable												
41.2.3	The accounts are: [insert account].												
42.1	The interest rate is: NA.												
45.1	Disputes shall be settled by arbitration in accordance with the following provisions: 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: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to Indian Council of Arbitration for a 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, Indian Council of Arbitration shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two (2) arbitrators shall jointly												

	<p>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 Indian Council of Arbitration.</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 Indian Council of Arbitration 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> Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & 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 purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators or of the third arbitrator if there is no such majority shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

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.”]

PART III

Section 9. Notification of Intention to Award

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

Name:	<i>[insert name of successful Consultant]</i>
Address:	<i>[insert address of the successful Consultant]</i>
Contract price:	<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]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [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] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u>	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score]	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [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)
		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] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	<u>Sub-criterion c:</u> [insert score] Total score: [insert score]			
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] Criterion (iii): [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]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]	[Proposal price]	[evaluated price]	Combined Score: [combined score] Ranking: [ranking]

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: <i>[insert score]</i> 3: <i>[insert score]</i> Criterion (iv): <i>[insert score]</i> Criterion (v): <i>[insert score]</i> Total score: <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).

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: _____

Annexure

ANNEXURE I - INSTRUCTION REGARDING USE OF e-PROCUREMENT PORTAL

1. General guidance for e-Tendering Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractor/bidders to participate in e-Tendering.

2. Registration of Contractor/bidder

Any contractor/bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through online bidder enrollment in <https://assamtenders.gov.in> (the web portal of Assam Govt. e-Tendering). The contractor/bidder/bidder is to click on the Online Bidder Enrollment link for creating their account and register their login Id and Password.

3. Digital Signature certificate (DSC)

Each contractor/bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

4. Downloading of Bid Documents

The contractor/bidder/bidder can download NIT & Bidding Documents from <https://assamtenders.gov.in>. There is also different search method for searching of published tenders.

5. Participation in more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If bidder found to have applied severally in a single job all his applications will be rejected for that job.

6. Submission of Tenders.

General process of submission, Tenders are to be submitted online through the website <https://assamtenders.gov.in>. The tender is a two cover system and the bidder has to upload their documents as specified in each cover (folder), the first folder is for Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).