



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

ASSAM INLAND WATER TRANSPORT PROJECT (AIWTP)

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

Assignment Title: Hiring of Safeguards Consultant for Environmental and Social Assessment Studies for Assam Inland Water Transport Project, Phase-II

Reference No : IN-IWT-242294-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 following consulting Services (hereinafter called “Services”): **Hiring of Safeguards Consultant for Environmental and Social Assessment Studies for Assam Inland Water Transport Project, Phase-II**

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 : 28-07-2021
- b) Last date and time for submission of Bid : 23-08-2021 at 14:00 hours

c) Time and date of opening of bids : 23-08-2021 at 16:00 hours

A virtual Pre Bid meeting will be held via video conferencing on 06-08-2021 at 13:00 hours. The representative attending the pre bid 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 04-08-21 for confirmation. Pursuant to receipt of intimation from bidders, Virtual Pre-bidding meeting 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 04.08.2021. No queries will be entertained if sent after the deadline indicated.

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 ("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 1000 to 1700 hours.



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

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

**Safeguards Consultant for Environmental and Social
Assessment Studies for Assam Inland Water Transport
Project, Phase-II**

RFP No: IN-IWT-242294-CS-QCBS

Consulting Services for: Assam Inland Water Transport Project

Client: Assam Inland Water Transport Development Society

Country: India

Issued on: 27 / 07/2021

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: Hiring of Safeguards Consultant for Environmental and Social Assessment Studies for Assam Inland Water Transport Project, Phase-II

RFP Reference No. : IN-IWT-242294-CS-QCBS

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

Country: India

Date : 27/07/2021

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”): Safeguards Consultant for Environmental and Social Assessment Studies for Assam Inland Water Transport Project, Phase-II. 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 ("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,



Mr. Adil Khan, IAS
State Project Director
Assam Inland Water Transport Development Society
DIWT Office, Ulubari, Guwahati
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, **Functional Area Experts (FAEs)**, 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) “**Functional Area Experts (FAEs)**” 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, subconsultants, 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 **Functional Area Experts (FAEs)** in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

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

a. Extension of Validity Period

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

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

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will

not be further evaluated.

b. Substitution of Key Experts at Validity Extension

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

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

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

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

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

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

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

14. Preparation of Proposals Specific Considerations

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

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

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

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

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

15. Technical

15.1 The Technical Proposal shall be prepared using the

- Proposal Format and Content**
- 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 **Functional Area Experts (FAEs)**, (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

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked

QBS

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 **Functional Area Experts (FAEs)** 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 ("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: Yes</p> <p>The name of the assignment is: Hiring of Safeguards Consultant for Environmental and Social Assessment Studies for Assam Inland Water Transport Project, Phase-II</p>
2.3	<p>A pre-proposal conference will be held: Yes (Virtual).</p> <p>Date of pre-proposal conference: 06, August, 2021</p> <p>Time: 1300 Hours</p> <p>Address: Additional State Project Director, Assam Inland Water Transport Development Society, 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 authorised representatives to this office email id: dir.iwtds-as@gov.in on or before 04/08/2021 by 1600 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 04.08.2021. No queries will be entertained if sent after the deadline indicated.</p>

2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>The information as available in the public domain of the website of the department and the Terms of Reference (attached) can be used by the consultants to prepare the proposals.</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>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> <ol 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 Functional Area Experts (FAEs), 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 FINACIAL 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 Functional Area Experts (FAEs) 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 1:00 PM 04.08.2021. No queries will be entertained if sent after the deadline indicated.</p> <p>The contact information for requesting clarifications is: State Project Director, Assam Inland Water Transport Development Society, Near Ulubari, Flyover, Guwahati-781007</p> <p>Facsimile: NA E-mail: dir.iwtlds-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>

<p>14.1.2 (do not use for Fixed Budget method)</p>	<p>Estimated input of Functional Area Experts (FAEs)' time-input: 69 person-months</p>
<p>14.1.3 for time-based contracts only</p>	<p><i>Not applicable</i></p>
<p>14.1.4 and 27.2 use for Fixed Budget method</p>	<p>Not Applicable</p>
<p>15.2</p>	<p>The format of the Technical Proposal to be submitted is: FTP. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p>16.1</p>	<p>(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></p>
<p>16.2</p>	<p>A price adjustment provision applies to remuneration rates:</p>

	No
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. At source deductions, 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</p>
C. Submission, Opening and Evaluation	
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 authorised 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 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: 23- 08- 2021</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	<p>An online option of the opening of the Technical Proposals is offered:</p> <p>Yes</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A</p>

21.1
(for FTP)

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. Technical Proposal of Consultants, who meet the criteria in **Part A**, shall be evaluated further using the scoring scheme contained in **Part B** below:

Part A: Mandatory Criteria:

S. No.	Criteria	Documents Required
1.	The firm should be in business for atleast last five years ending on 01.06.2021	(Registration certificate, Copies of PAN, TAN and GST registration).
2.	The firm should have an annual average turnover from consultancy of INR 40 Million or above in the last three financial years i.e. 2017-18, 2018-19, 2019-20	Statutory Audit report or Chartered Account Certificate to be attached.
3	The firm should have completed in last 5 years atleast 5(five) similar safeguard studies in any sector in Externally aided Projects out of which 1(one) should be in the water/marine sector.	Contract Completion certificate or Contract documents along with proof of final payment.
4	The firm should have experiences in last 5 years preparing of minimum of 1 nos. aquatic ecology report	A copy of final report having aquatic ecology report and any documentary evidence showing the accepting the Final Report by Client.
5	The Consulting Organization should have valid QCI/NABET accreditation as per EIA Notification, 2009 for Ports and Harbours Break waters and dredging (Category-“A” Projects).	The Consulting Organization have to submit all QCI/NABET accreditation Documents for firm’s eligibility including minutes of meeting held with QCI/NABET for their accreditation .

Part B :

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

EVALUATION CRITERIA		Points
I	Specific Experience of The Consultant	25

	<p>(As A Firm) Relevant to The Assignment</p> <p>For maximum points –</p> <p>Financial Aspects:</p> <p>i) An annual average turnover from consultancy of INR 40 Million in the last three financial years i.e. 2017-18, 2018-19, 2019-20 – 1 point</p> <p>ii) An annual average turnover from consultancy of INR 41 Million and above in the last three financial years i.e. 2017-18, 2018-19, 2019-20 – 2 points</p> <p>Technical/Experience Aspects:</p> <p>i) Minimum 5 similar assignment in External aided project executed in the last 5 years ending on 01.06.2021 - 3 points. For each additional assignment over and above minimum requirement and subject to maximum of 3 (three) similar assignments executed in the last 5 years ending on 01.06.2021 : 1 point for each additional assignment</p> <p>ii) Minimum 1 similar assignment in water transport/marine sector executed in the last 5 years ending on 01.06.2021 – 5 points For each additional assignment over and above minimum requirement and subject to maximum of 3 (three) similar assignments executed in the last 5 years ending on 01.06.2021 : 1 point for each additional assignment</p> <p>iii. Minimum of 1 nos. aquatic ecology report executed in the last 5 years ending on 01.06.2021: 5 points. For each additional assignment upto maximum of 2 (two) similar assignments executed in the last 5 years ending on 01.06.2021 : 2 points for each additional assignment</p>	
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	<p>“Similar assignment” is defined as consultancy works carried out for EIA and SIA studies in Externally Aided Projects.</p>	
	Total Points (Criteria I)	25
II	<p>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <p><i>{Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p>	Points
	Evaluation Sub Criteria	
A	Technical Approach and Methodology	10
B	Work Plan	5
C	Organisation & Staffing	5
D	Organization offering 7 or more QCI/NABET approved accredited Key Experts in the assignment	5
	Total Points (Criteria II)	25
III	<p>Key Experts’ qualifications and competence for the Assignment:</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant. Staffing requirement mentioned in the table below is the minimum requirement for the consultancy assignment. Consultants may add any expert if required based on their proposed methodology. However, any added position shall not be considered for evaluation.}}</i></p>	Points
	KEY EXPERTS	Marks
	In-house Key Expert	
A	EIA Coordinator cum Team Leader for environment	5
B	Ecology and Biodiversity Expert	5
C	Team Leader – Lead Social Development Specialist	5
D	Water Quality Expert	5
	In-house or Empanelled Functional Area	

	Experts (FAEs)	
F	Environmental Engineer	2
G	Air Quality & Pollution Expert	2
H	Noise Quality & Vibration Expert	2
I	Soil Expert	2
J	Land Use (LU) Expert	2
K	Solid Waste Management Expert	2
L	Risk Assessment & Hazard (RH) Management Expert, including Occupational Health and Safety (OHS)/labour influx risk assessment	2
M	River Morphology and Climate Change Expert	2
N	Community Participation/Gender/ indigenous people Specialist	2
O	Senior Land Governance Expert	2
P	Gender Expert	2
Q	Senior Labour Management Expert	2
R	Senior Livelihood Expert	2
S	Statistician	2
T	IT & IEC Expert	2
	Total Points (Criteria III)	50

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

Where QCI/NABET approved accreditations of the Key Experts is applicable	Where QCI/NABET approved accreditations of the Key Experts is NOT applicable
1. QCI/NABET approved accreditations: 35% 2. General qualifications (general education, training, and experience): 10% 3. Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 50% 4. Relevant experience in the North East Region (working level fluency in local language(s)/knowledge of local culture or administrative	1. General qualifications (general education, training, and experience): 20% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70% 3) Relevant experience in the North East Region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">system, government organization, etc.): 5%</td> <td style="width: 50%;"></td> </tr> </table> <p style="text-align: right; margin-top: 20px;">Total weight: 100%</p> <p>Total points for the five criteria (I, II & III) : 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: 75</p>	system, government organization, etc.): 5%	
system, government organization, etc.): 5%			
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 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	<p>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</p>		

	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: 15 September, 2021</p> <p>Address: Assam Inland Water Transport Development Society, 3rd Floor, Directorate of Inland Water Transport, 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 *Hiring of Safeguards Consultant for Environmental and Social assessment studies for Assam Inland Water Transport project, Phase-II* 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 mil/US\$0.5 mil }	{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 **Functional Area Experts (FAEs)** and relevant technical and administrative support staff. }

	terminals, CTC and slipways. Final CIA report											
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- 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.

	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. Hbbbb, 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 Functional Area Experts (FAEs), 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 Functional Area Experts (FAEs), 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 SUBMIT ANY PRICE INFORMATION OTHER THEN FINANCIAL FOLDER. ALL FINANCIAL FORMS WILL BE AVAILBLE IN EXCEL FORMAT WHICH NEED TO BE DOWNLOADED AND DULY FILLED FORMS NEED TO BE UPLOADED IN THE FINANCIAL FOLDER AGAIN)

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 Hiring of Safeguards Consultant for Environmental and Social assessment studies for Assam Inland Water Transport project, Phase-II in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

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

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative’s address}

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

Email: {insert the authorized representative’s email address}_____

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

FORM FIN-2 SUMMARY OF COSTS

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

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

	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.

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- 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

For

ENVIRONMENTAL & SOCIAL STUDIES (E&S screening and scoping, ESIA, ESMPs, RAPs & IPDPs)

FOR the next set of 12 ferry terminals, Crew Training Centre and Slipways.

1. Background

Assam has approximately 1980 Km of navigable waterways of which the most important for transport purposes are the Brahmaputra and Barak Rivers. The Brahmaputra River with a length of 891 Km between the Bangladesh Border and Sadiya, was declared National Waterway no. 2 by the Government of India in 1988, the development of its navigation infrastructure thereafter being the responsibility of the Inland Waterways Authority of India (IWAI). IWAI is currently aiming to maintain a navigable depth of 2.5m from Bangladesh Border to Neamati (629 Km), 2.0 m from Neamati – Dibrugarh (139 Km) and 1.5m from Dibrugarh – Sadiya. However, while IWAI is responsible for the navigation ‘fairway’ it does not own the water resources or have responsibility for operating water transport services. Landside activities such as riparian land-use development are regulated by State or local governments.

The Brahmaputra, running through the heart of the state, provides a vital link for both urban and rural ferry services which are the single most important transport mode for many sections of the population, especially rural households in Assam. These ferry services are provided by the Directorate of Inland Waterway Transport Assam (DIWTA), and by country boat operators – typically small independent and informal private businesses. In addition to the 106 ferry service routes designated by the Directorate of IWT, there are numerous routes licensed by the local (village) and district councils. Other users of the river include the Central Inland Water Corporation Limited (a Government of India Undertaking transporting cargo and operating some terminals on the rivers in the Eastern India & North-Eastern India and on the Indo-Bangladesh protocol routes), Border Security Forces, tourist organizations and private operators. Navigation on the Barak River (152 km) is minimal at present, which is declared as National Waterway 16 under the National Waterways Bill along with another 9 (nine) rivers in Assam.

The DIWTA, established in 1958 and part of the Assam Transport Department, is responsible for developing, maintaining and regulating IWT services in the state. It also operates and maintains many of the passenger transport services, ferry terminals and navigation aids on

both Brahmaputra and Barak Rivers. The ferry industry as a whole is characterized by an aging and poorly equipped fleet. Most demand is now met by the informal sector operating traditional country boats without supporting infrastructure. Terminal facilities and navigational aids are insufficient. Most ferry terminals consist of no more than improvised moorings on the bank of the river, which require relocation with changing river conditions, often over substantial distances. In the absence of bank protection, the main ferry terminals in or close to the urban centres (provided with floating, movable steel pontoons and temporary access roads) also typically require frequent relocation as river conditions change across seasons. The cargo sector is small partly because of market circumstances, partly because of connectivity problems and partly because the navigation standards provided do not permit reliable year-round use by large modern vessels that can deliver competitive advantage over other transport modes.

The Government of Assam (GoA) wishes to transform the quality of inland water transport services and integrate high quality passenger and vehicle ferry services, and inland water freight transport into Assam's wider transport network system. Towards this end, the World Bank is supporting the GoA, which has established the Assam Inland Water Transport Development Society (AIWTDS) to prepare and implement the Assam Inland Water Transport Project (AIWTP).

AIWTP has already prepared an Environmental Management Framework and a Resettlement Process framework to guide preparation of Environmental and Social Safeguards documents for the project for investments that were not identified at the time of its approval. Both these documents have been consulted upon and disclosed by AIWTDS as well as the World Bank. In the EMF, separate environmental assessment, and in the RPF, separate social assessment for investments were prescribed for investments not yet identified and finalized at the time of project approval.

The AIWTP is planning to hire a consulting firm to conduct E&S assessment (screening and scoping), an Environmental and Social Impact Assessment (ESIA) including Environmental and Social Management Plans (ESMPs) [Indigenous People Development Plans (IPDPs) and Resettlement Action Plan (RAP), wherever required] for the next set of terminals planned for development under the AIWTP. The firm will also be responsible for completing a Cumulative Impacts Assessment, considering the finalized project scope. The ESIA consultant would conduct these studies in compliance with relevant national/state laws and the World Bank safeguard requirements to identify, assess and plan to mitigate project induced environmental and social impacts and risks. This ToR provides details about the next set of E&S studies which are to be undertaken under this proposed assignment.

2. *Objective(s) of the Assignment*

The prime objective of this assignment is to hire a consulting firm to undertake environmental and social studies for the next set of terminals (12 terminals), one (01) crew training centre (CTC) as well as for the three (03) Slipway facility/(ies) to be identified.

The specific tasks under this assignment is to:

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- To update the EMF and RPF to confirm and document the new approach being proposed with combined assessment, including justification for this change.
 - To conduct/update an environmental and social assessment (screening and scoping)report
 - To prepare a combined ESIA with detailed assessment on each terminal, CTC and slipways
 - Development of stand-alone ESMP for each terminal, CTC, Slipways to be included as part of the tender documents- the ESMP
 - To prepare Indigenous People Development Plan (IPDP¹)
 - To develop Resettlement Action Plan (RAP²) for each terminal, CTC, Slipways where needed.
 - To prepare ‘Site Specific Dolphin Study Report’ to be annexed with the ESIA report
 - **A Cumulative Impact Assessment (CIA) Report** for the overall Assam Inland Water Transport Project as per the finalized project scope.
 - Non-technical summaries of each individual document shall also be translated into appropriate local language(s).

The E&S studies will be conducted, in accordance with the applicable World Bank, National and Assam State Government requirements on environmental, social, health and safety management. The potential impacts of each activity/intervention is to be identified and appropriate Environment and Social mitigations and actions are to be formulated for E&S risk and impact management. The specific objectives of the assignment include:

- To carry out site investigations to collect primary data and review all available relevant secondary data to establish a comprehensive environmental and social baseline for the Direct and Indirect Project Area of Influence
- To define the area of influence, screen, identify and assess potential positive and adverse environmental and social impacts, including direct, indirect, induced, and cumulative environmental and social impacts associated with the proposed terminals, slipways and the crew training center
- To develop proposed measures to avoid, reduce, mitigate, manage and/or compensate for such impacts, including the institutional arrangements and required capacity building to implement all such measures
- To ensure that impacts on vulnerable communities are avoided, minimized, mitigated and/or compensated, and that mechanisms are designed to ensure their meaningful participation during Project planning and implementation

1_ An IPDP will be prepared whenever indigenous peoples/ traditional communities are present in, or have collective attachment to a proposed project area.

2_ A RAP will be prepared when project activities displace people from land or productive resources, and which results in the loss of shelter; the loss of assets or access to assets; and the loss of income sources or means of livelihood whether or not the affected persons must move to another location.

- To conduct a public consultation process that ensures that Project affected people and other stakeholders, including users and ferry operators are informed about the Project and its possible impacts
- To document all the above mitigation and development intervention

3. Legal framework and Standards

The Consultant shall, for the purposes of this study, take into account all recognized standards, guidance notes and codes of practice as required in accordance with Indian Law and as recognized internationally.

As part of the above, the Environment and Social Assessment studies will have to assess and verify the applicability of the World Bank Safeguard Policies and World Bank Group (WBG) Environmental, Health and Safety (EHS) Guidelines, as well as all relevant laws, regulations and rules of the Government of India, and the specific rules and regulations applicable for the state of Assam, in the context of the proposed project activities.³ This shall also include relevant guidance notes and recommendations as published by Environmental Committee of Permanent International Association of Navigation Congress (PIANC), a non-profit international organization responsible for dealing with both broad and very specific navigation sustainability and environmental and social risk-related issues; and Developing and providing environmental guidance for sustainable waterborne transport infrastructure.

4. Scope of Work for E&S studies and Expected Deliverables

In accordance with the World Bank Environmental Assessment Policy (OP-4.01) requirements for Category “A” projects, the project EA studies must be done independently from the feasibility/design studies. Therefore, this assignment will be carried out in synchronization with the design DPR consulting teams. AIWTDS will facilitate the interaction between the Environmental and Social Consultant (hereafter, “the Consultant”) and the other project preparation and design consultants. The various consulting firms shall be expected to interact and share data, analysis and recommendations as relevant to the other’s assignment in a timely manner.

In addition, the Project will be subject to the provisions of the Access to Information Policy and other related World Bank requirements concerning the disclosure of environmental and social information. The proposed project is also subject to World Bank review and clearance prior to disclosure. These requirements include disclosing the ESIA and site-specific ESMP (IPDP and RAP, where required) of all 12 terminals, slipways and crew training center (CTC) in draft and final versions at the World Bank’s external website, and with pertinent government agency(ies) within India and Assam. The Consultant shall be

³The World Bank Safeguard Policies include: Environmental Assessment, Natural Habitats, Forests, Pest Management, Safety of Dams, Indigenous Peoples, Cultural Property, Involuntary Resettlement, and Projects on International Waterways. The WBG Environmental, Health and Safety (EHS) Guidelines (available at www.ifc.org/EHSguidelines) include both general guidelines as well as industry-specific guidelines. The consultant shall review and determine applicability of both as part of the study. .

expected to provide all required assistance to AIWTDS to meet these disclosure requirements. Key documents should be made available in both English and local language. The details of the Consultant's tasks are outlined below.

4.1. Section-A: Environmental and Social Assessment or ESA (screening & scoping)

Introduction. The ESA (screening and scoping) for the next set of 12 terminals, crew training centre (CTC) and slipways will focus to update the draft ESA (screening and scoping) for seven terminals and conduct screening and scoping for five terminals based on which a consolidated E&S screening and scoping report will be prepared. Environmental and social screening and scoping for seven out of the total 12 proposed terminals has been conducted, however, these reports require further updation. The Environmental and Social Screening & Scoping needs to establish the boundaries and confirm the contents of the required environmental and social studies, including proposed outlines, to be subjected to initial upstream stakeholder consultations. Scoping stage should also include the analysis of alternatives.

Detailed list of 12 terminals, **Crew Training Centre(CTC)** and potential Slipway locations specifying the requirement of **Environmental and Social Screening & Scoping and Analysis of Project Alternatives** are given below.

Table-1.1- List of Proposed Terminals, CTC and Slipways

S. No	Ghat Name	Division	Location Coordinates	Potential Size of the Terminal (based on passenger forecast)
1.	UmanandaGhat, Guwahati	Guwahati Division	26.196492/91.744908	The potential size of the terminals shall be provided by the DPR consultant for respective locations based on the yearly traffic growth rate and the extent of utility of the terminal location.
2.	Uzan Bazaar Ghat, Guwahati	Guwahati Cluster	26.793308/ 91.751326	
3.	Kurua, Darang district	Guwahati Division	26°14'10.48"/91°49'3.58"	
4.	Ghagor (Lakhimpur Dist.)	Dibrugarh Division	27°12'30.45"/94°10'46.33	
5.	Guijan (Tinsukia Dist.)	Dibrugarh Division	27°34'41.38"/95°19'33.87"	
6	Goalpara, Goalpara district	Guwahati Division	26°11'8.75"/90°37'54.92", 26.861196/94.241972	
7	Bahari, Barpeta district	Guwahati Division	26°14'50.84"/91°7'52.29"	
8	KachariGhat, Dhubri	Guwahati Division	26.012486/89.9987533	
9	Beranga, Kachar District	Silchar Division	24.808333/92.822226	
10	North Guwahati	Guwahati Division	26.186904/91.72157	
11	Aphalamukh	Dibrugarh Division	26.915870°/94.299390°	

12	Neamati	Dibrugarh Division	26.861196 /94.241972	
13	Pandu (Slipway & Crew Training Centre)	Guwahati Division	Shall be provided subsequently	
14	TBA (Slipway)	Dibrugarh Division	Shall be provided subsequently	
15	TBA (Slipway)	Silchar Division	Shall be provided subsequently	

4.1.1. Environmental and Social Screening and Analysis of Project Alternatives

In parallel to the scoping process outlined below, the consultant shall prepare a feasibility stage screening and alternatives analysis report to provide inputs to the separately commissioned Feasibility Analysis of the proposed ghats/landing points. As required, AIWTDS will facilitate coordination across the two consultancy teams including Design DPR & Safeguard (EIA & SIA) Consultants so as to ensure that the Consultants' analysis is appropriately reflected in the Feasibility Study's final ranking and cost-benefit analysis of alternatives. The specific sub-tasks are expected to include:

- a. Environmental and Social Screening:** Assemble (from secondary sources, initial field review and through stakeholder interviews and discussions) and review information on sensitive environmental features within the state, which could be affected by IWT development, and potential major environmental and social constraints, impacts or critical issues as well as opportunities (including to enhance low-carbon potential of the sector) with respect to IWT sector development, as well as for all proposed specific investments, based on an initial screening; If applicable, identify risk of potential land acquisition, involuntary resettlement, and/or livelihood loss resulting from the project, and scope the need for a Resettlement Action Plan (RAP). In addition, the consultant will provide an estimate of the magnitude of the needed resettlement/livelihood restoration and other information needed for initiating a process of land acquisition (SIA and land acquisition) by the Revenue Department as given in the *Assam RFCTLARR Rules, 2015*. If applicable, identify presence of indigenous people in the area of influence (AoI) of the project and preliminary assess potential adverse impacts on them and determine if free prior and informed consent (FPIC) will be required which is a requirement under the national laws and World Bank OP 4.12. If applicable, identify presence of intangible and tangible items of cultural heritage in the area of influence of the project and preliminary assess potential adverse impacts on them.
- b. Analysis of Project Alternatives:** Analyze the potential alternative locations/designs of each proposed investment under the design DPR study being prepared in parallel by the design DPR consultant, including the "no project" / no investment alternative for each, from the environmental and social perspective. Identify and propose potential alternative designs, locations, technologies or approaches to meet the project objectives, and contrast them in terms of their relative potential environmental and social impacts and benefits. Where possible, environmental costs vs. benefits of various technical alternatives should be quantified, compared and ranked. Identify major required mitigation measures, and develop

initial cost estimates for environmental and social mitigation and management in a manner to be factored into the economic feasibility and financing assessments for specific proposed investments being carried out in parallel by the Design DPR consulting team.

- c. It is important to note that in case the investment will require private land then the SIA process for land acquisition including the acquisition will be carried out by the Revenue Department in accordance with the Right to Fair Compensation and Transparent Land Acquisition and Rehabilitation and Resettlement (RFCTLAR&R) Act 2013 and the WB OP/BP 4.12. The scope will not be covered under the consultancy. Rather information about the private land requirement and other details needed for initiating land acquisition [refer to *RFCTLARR (SIA and Consent) Rules, 2014 and Assam RFCTLARR (Compensation, Rehabilitation and Resettlement, Development Plan) Rules, 2015*] will be included in the screening and alternatives analysis report and the ESIA.

4.1.2. Environmental and Social Scoping Report for the 12 terminals, CTC and Slipways

The consultant shall develop an Environmental and Social Scoping Report for the 12 terminals, CTC and Slipways (refer **Table 1.1 above**). Note: Although environmental and social scoping and screening of 7 out of 12 terminals have already been undertaken, the consultant will update these reports and submit a consolidated scoping report for all 12 terminals, CTC and Slipways. Assam Inland Water Transport Project, which identifies the Project's salient environmental and social aspects and potential impacts to be studied in more detail, verifies the scope of the detailed studies to be undertaken, and outlines the detailed work plan to carry out the present study. The consultant shall also carry out public and stakeholder consultation meetings, documentation and incorporate the observations and findings of above meetings in final version of the report.

This process is expected to include the following sub-tasks:

- a) **Review of existing Legislations:** Review all national and state environmental, social, health and safety policies, regulations and guidelines, as well as World Bank safeguard policies and EHS Guidelines, which may apply to the proposed Project, and to ensure the required instruments/studies and their overall scope in order to meet all such requirements. Environmental and social scoping shall in particular confirm the requirement of EC and applicability of the EIA notification 2006 and its amendment. The applicable policies, regulations and guidelines relating to EHS, land acquisition, resettlement, ethnic minorities, and social protection, which are expected to be potentially applicable are stated below; however it is the responsibility of the consultant to confirm the applicability of each, as well as any others not mentioned below:

Legislations formulated by the Govt. of India for 'Environmental Safeguards'

- *The National Waterway Act, 2016.*
- *The Environment (Protection) Act, 1986 with applicable Rules/Legislation.*
- *The EIA Notification, 14th Sep. 2006 and its latest amendments.*

- *The Water (Prevention and Control of Pollution) Act and Rules, 1974 & 1975.*
- *The Air (Prevention and Control of Pollution) Act, Rules and Amendments, 1981, 1982, 1983 & 1987.*
- *The Municipal Solid Waste (Management and Handling) Rules, 2000.*
- *The Hazardous Waste (Management and Handling) Rules, 2008.*
- *The Forest (Conservation) Act, 1980 Forest Conservation Rules, 1981.*
- *The Wildlife (Protection) Act, 1972.*
- *The Wildlife (Protection) Amendment Act, 2006 and Bill, 2013.*
- *The Biodiversity Act, 2002.*
- *The Wildlife Conservation Strategy, 2002.*
- *The Disaster Management Act, 2005.*
- *The Wetlands Rules, 2010.*
- *The Ancient Monuments, Archaeological Sites and Remains Act, 2010*

Legislations formulated by the Govt. of India for ‘Social Safeguards’ but not limited to the following

- *RFCTLAR&R Act, 2013, Assam RFCTLAR&R Rules, 2015*
- *Sexual Harassment of Women at Workplace (Prevention, Prohibition, and Redress) Act, 2013*
- *All laws applicable to construction Industry such as:*
- *Minimum Wage Act, 1948,*
- *Contract Labour Act, 1970*
- *Interstate Migrant Act (latest)*
- *Child Labour (Prohibition and Regulation) Act 1996 along with rules, 1998*
- *The Person with Disabilities (Equal Opportunities, Protection of Rights and Full participation) Act, 1985 and Rules 1996*
- *The Scheduled Castes and the Scheduled Tribes (Prevention of Atrocities) Rule, 1989 and Rule 1995.*
- *Others such as Panchayat Extension to Scheduled Area Act (PESA).*

World Bank Policies (O.P./B.P. for ‘Environmental Safeguards’)

- *OP/BP 4.01: Environmental Assessment*
- *OP/BP 4.04: Natural Habitats*
- *OP/BP 4.11: Physical Cultural Resources*
- *OP/BP 4.36: Forestry*

World Bank Policies (O.P./B.P. for ‘Social Safeguards’)

- *OP/BP 4.10: Indigenous People.*
- *OP/BP 4.11: Physical Cultural Resources*
- *OP/BP 4.12: Involuntary Resettlement*

Note: If any other statutory act or legislation enforced by the State or Central Govt. during the period of EIA studies, the consultant shall follow all those legislations as per their Scope of Services. In this regard, no additional payment shall be made by the Project Proponent/AIWTDS.

- a. Collect and Review Available Information:** The consultant shall collect the data and review the relevant information to the proposed project. Also generate existing baseline data⁴ on environmental and social conditions and shall assess the potential impacts related to the proposed investments, as well as other nearby ongoing or planned projects and activities which could interact with or be affected by the proposed investments.
- b. Carry out an Initial Site Visit:** The consultant shall visit all already identified/proposed investment sites, including formal and informal discussions/meetings with local communities, government entities and other key stakeholders, in order to complete an initial screening of likely environmental and social impacts and sensitivities requiring further study.
- c. Detailed Description of the Proposed Project:** The consultant shall develop a detailed project description covering all activities for purposes of the studies to be undertaken. The Project description would be based on descriptions developed under the feasibility analyses but should provide an integrated overview of key aspects of relevance from an environmental and social perspective. This shall include not only locations and preliminary details on size and design of potential ferry infrastructure, but also ancillary aspects, last mile and multimodal connectivity, any dredging or other river maintenance requirements for terminal access and ferry routes etc.
- d. Define and Describe the Project's Area of Influence:** Based upon the area likely to be affected either directly or indirectly by each project component, including ancillaries and linked activities; as well as unplanned induced developments. The Area of Influence should also consider any trans-boundary implications of the Project activities or linked/associated investments.
- e. Draft TORs /Outlines of each of the Detailed Studies to be undertaken,** based on the issues identified during scoping process. The format of the report should include both detailed outlines, as well as a summary presentation to use in the first round of formal stakeholder consultations.
- f. Preliminary mapping of key stakeholder groups:** The consultant shall undertake preliminary mapping of key project stakeholder groups, concentrating on affected communities. The consultant shall provide a list of key groups of stakeholders, their interests and concerns, and how they should be involved at the different stages of the process and by different parties. Where applicable, the consultant shall develop a

⁴Baseline data for air, water, noise & soil samples are available for 3 locations (Neamati Ghat, Uzan Bazar Ghat & Umananda Ghat) out of the 11 proposed terminal locations. The Consultant may use those data.

preliminary suggestion for stakeholder engagement for the upcoming ESIA process in compliance with World Bank O.Ps and coordination for participation of Stakeholders.

- g. Conduct Scoping-stage Stakeholders Consultation:** The consultant shall also conduct Public Consultation and Stakeholders Meetings at both field and institutional levels to discuss the findings of the Scoping process, major issues of the project and plan of the studies. Consultations shall also include a workshop in Guwahati to present the findings of the Scoping to key stakeholders who directly or indirectly influence the Project development. Scoping stage consultations shall be advertised by public notice in both English and appropriate local language(s). In this regard, prior intimation (at least 15 days) shall be given to the project proponent for proper communication, arrangement and participation of key stakeholders for effective feedback.
- h. Finalize Scoping Report and Work Plan:** Based on feedback received during the consultations, the Consultant shall revise and finalize the contents of the Scoping Report, including detailed study outlines and a detailed work plan for carrying out all assessments and studies as outlined. The revised Scoping Report and ToR document shall be submitted to AIWTDS along with documentation of the consultations carried out (including copies of public notices and documentation on where they were advertised along with observations), including information on who attended (designation & details of organizations), a summary of issues raised, and how they have been considered.
- i.** The consultant shall describe all environmental and social features such as project site, geology, topography, climate, transport and connectivity, demographic aspects, socio-cultural and economic aspects, villages, settlements etc.
- j.** The Consultant shall examine both the positive and negative impacts of the proposed interventions on the nearest settlements including existing social and environmental conditions.
- k.** Details of waste generation, treatment and disposal at all stages of the project interventions to be examined by the Consultant.
- l.** Evaluation of impacts to be assessed by the Consultant based on its nature (positive or negative), duration (short or long term), reversibility and magnitude (negligible, low, medium and high) of the impacts based on the objective assessment.
- m.** The Consultant shall examine the social and environment budget as mentioned in the Environment Management Framework (EMF) and Resettlement Policy Framework (RPF) of AIWTP and suggest changes based on the proposed interventions for effective management.
- n.** Any wildlife, rare, threatened or endangered species of aquatic or terrestrial flora/ fauna if affected by project interventions than the Consultant shall prepare a species-specific

conservation plan in close coordination with the concerned authority. This plan shall conform to the applicable legislative requirements and OP4.04 of the World Bank.

4.2. Section -B: Combined Environmental and Social Impact Assessment (ESIA)

The consultant shall carry out ESIA study for 12 terminals, CTC and slipways in accordance with World Bank safeguard policies and applicable national as well state government requirements. As mentioned above, the ESIA process will be closely coordinated with separately commissioned feasibility and design studies to be carried out in parallel. The consultant shall prepare a consolidated ESIA Report with specific details on each of the 12 terminals, CTC and slipways.

The ESIA shall comprise of environmental and social baseline information, including information on census and inventory of asset surveys of all 12 terminals, CTC and slipways.⁵The ESIA will also cover labor management risk, labor influx risk assessment, gender assessment and planning, including assessment of sexual exploitation, abuse, and harassment (SEAH) risks. The necessary mitigation measures with actions related to labor management, mitigation of labor influx, and SEAH risks shall be incorporated into the safeguard instruments (ESMP, including RAP, IPDP where required).

In addition, separate contractor ESMP documents will be required for each proposed bidding package, tailored to the investment(s) included in each package, so that they can be directly annexed to bidding and contract documents. In case of land/livelihood related impacts or impact on scheduled tribes, a Resettlement Action Plan (RAP) and/or an Indigenous Peoples Development Plan (IPDP) will be prepared for that location.

It is important to note that in case the investment will require private land, then a separate SIA process and land acquisition will be carried out by the Revenue Department in accordance with the *Right to Fair Compensation and Transparent Land Acquisition and Rehabilitation and Resettlement (RFCTLAR&R) Act, 2013*. The scope will not be covered under the consultancy. Rather information about the private land requirement and other details needed for initiating land acquisition [refer to *Assam RFCTLARR Rules, 2015*] will be included in the scoping study and the ESIA.

The Chapters of ESIA Report shall be as per EIA Notification 2006 and its amendment. The major elements shall include (but not limited) to the following:

- a. Description of Project Activities:** Describe all proposed project interventions including all associated facilities required for construction and operation. This should include physical layout and locations, design features and specifications, capacity, civil works requirements for construction (including major supplies by volume and their sources, labor requirements *etc.*), wastes to be generated, timeline for construction *etc.* If any dredging is to be required, the estimated volume of dredge material (both initial during construction phase and on an

⁵ Environmental Baseline data for majority of the terminal locations are already available with AIWTDS. The Consultant may adopt those data for ESIA Reports, after verification of their validity

annual basis for ongoing maintenance) should be provided, as well as proposed locations for dredged material disposal.

- b. *Definition of Study Area:*** Specify the boundaries of the study area for the assessment, based on the anticipated influence area of each proposed investment, as well as the cumulative influence area of all investments taken together, as applicable. The project influence area (PIA) should consider the full lifecycle of investment activities – for example, sub-projects to procure ferries or water taxis should consider the environmental footprint of shipbuilding and maintenance yard facilities; new terminals should consider associated river dredging requirements / activities for access to the terminals and operation of ferry routes *etc.* Provide maps at appropriate scales to demarcate the study areas and illustrate the general setting of project-related investment sites, as well as surrounding areas, which may be directly or indirectly impacted. These maps shall include, for each of the investments, information such as topographic contours, major physical, environmental and land use features in the vicinity such as surface waters, roads, villages/towns/settlements, other major land uses, industrial areas, and terminals, road networks, parks and reserves, forest areas, political boundaries *etc.*
- c. *Administrative and Legal Framework:*** Outline the applicable environmental policies, regulations or other requirements that apply to the proposed investments. This includes applicable national, state and local requirements, World Bank safeguard policies and EHS Guidelines, and any applicable international conventions or treaties. Indicate why each listed policy, regulation or other requirement is applicable, and how it will be complied with by the project.
- d. *Description of the Environment and Social (Baseline Assessment):*** Characterize the baseline context for the project area, including relevant information on the overall area of influence, as well as site-specific information for each proposed investment site. The baseline assessment should draw from both secondary and primary information sources, and identify any critical aspect which needs special consideration during design and implementation of the proposed investments. The assessment should further more cover both existing conditions as well as a characterization of the trends / ongoing changes to baseline conditions which are likely to affect the project area during the expected period of investment implementation, and which will occur irrespective of the project (for example, climate change effects; anticipated regional development/urbanization and associated land use changes; morphological trends along the routes; changes to river traffic volumes and patterns *etc.*).
- e.** Level of detail of baseline assessment should reflect the scale of the proposed sub-projects, with more detailed information (including detailed primary data collection) focused on the largest and more complex sub-projects. Relevant aspects may include the following, among other aspects:

 - I. *Physical Environment:*** In which physical set-up shall be covered but not limited to:

 - *Topography conditions and delineation of watersheds and floodplains;*

- *Climate / meteorology (historical and projected);*
- *Surface and ground water hydrology, including annual and seasonal average discharges, as well as recurrence intervals and flood levels for various peak discharges (e.g., 10, 20, and 100-year flood events as well as historic maximum recorded discharge), annual and seasonal low-flow discharges and recurrence intervals including historic minimum discharge, depth of water table etc.;*
- *Water quality (Surface and Ground) and major sources of water pollution. Water quality monitoring should be carried out strictly as per the CPCB guidelines for water quality monitoring (MINARS/27/2007-08);*
- *Review of River morphology.*
- *Characterization of soils/sediments both within the river and on shore. Soil quality analysis should be carried out as per the guidelines of ICAR*
- *Geology and seismicity.*
- *Hazard vulnerability; vulnerability of area to flooding (current and with climate change projections), hurricanes or major storm events, and earthquakes.*
- *Ambient air quality and noise levels. All the parameters for ambient air (quality) to be monitored -SO₂, NO₂, PM₁₀, PM_{2.5}, O₃, Pb, CO, NH₃, C₆H₆, BaP, Arsenic & Nickel (As per the CPCB Guidelines for the Measurement of Ambient Air Pollutants- 'National Ambient Air Quality Series- NAAQMS/36/2012-13). The baseline monitoring of noise levels should be carried out for at least 48hours continuously as per the WBG EHS guidelines.*
- *Identification of all project locations within 10 km boundary of nearby protected areas (national parks, wildlife sanctuary, conservation reserve etc.) notified under the Wildlife Protection Act, 1972, area of project influence from the critically polluted sites as per Central Pollution Control Board (CPCB) guidelines or a part of project or whole passing through two states or located in close proximity of international boundary.*
- *If any investment sites require dredging, river training works or other excavation or movement of sediments and there is a potential for contamination to be present in these sediments, samples should be taken from those areas to test for potential contaminants or pollutants (such as PCBs, POPs, hydrocarbons, and heavy metals such as lead, arsenic, cadmium, mercury, etc)⁶.*
- *The consultant may propose in EMP for the contractor to do additional monitoring at the time of construction (just before undertaking any dredging/sediment movement activities) to confirm the presence of any contaminants and required measures to control their impact. However the*

⁶Refer in particular to the sections on dredging in the World Bank Environmental, Health and Safety (EHS) for Ports, Harbors and Terminals

(<http://www.ifc.org/wps/wcm/connect/9e558c00488556ebbf4fa6a6515bb18/Final%2B-%2BPorts%252C%2BHarbors%2BAnd%2BTerminals.pdf?MOD=AJPERES&id=1323152828015>). The list of parameters to be tested, and locations of testing, shall be agreed with AIWTDS and the World Bank in advance. The consultant shall also research and review any additional available secondary source information.

findings of EIA shall discuss the potential risks/impacts and list down types of mitigation measures required in case of likely contamination of sediments. In case the dredging work/sediment movement activity directly associated with the project is carried out by another party (such as IWAI) and not the contractor, from World bank's safeguard perspective the consultant shall assess and propose the requirement of any specific management measures of other party (such as IWAI) for all project specific activities.

- *Only NABL/MoEF & CC approved laboratories shall be engaged by the EIA Consulting Organization for generation of baseline environmental data at this stage (pre-construction phase). While at later stages during construction and operation phases, it shall be carried out by the civil work contractor to assess the project performance from environmental point of view.*
- *Number of final sampling locations to be finalized by the EIA Consulting Organization after due consultation with and post approval of the Environmental Expert of the Employer/AIW TDS, after site visit.*
- *The brief information about environmental attributes along with parameters and monitoring duration has been summarized in **Table-7.2** as given below but the appointed EIA consultant has also follow the latest amendments/CPCB guidelines in this regard for addition and deletion of any parameter under each environmental attribute.*

Table – 1.2: Environmental Attributes & Parameters for Baseline Data Generation⁷

Sl. No	Environmental Attributes	Parameters to be Monitored	Monitoring Frequency	Tentative Locations
1.	Ambient Air Quality (AAQ)	PM _{2.5} , PM ₁₀ , CO, SO ₂ , NO ₂ , Pb, NH ₃ , C ₆ H ₆ , BaP, Arsenic & Nickel.	24 Hourly sampling (Day & Night time) to be done on twice in a week basis for one season (except monsoon period)	Proposed ghats/ landing points for development of terminals or nearby human settlement areas to be finalized during joint visits between the EIA consultant & Employer/AIW TDS.
2.	Water Quality	Physical: pH, Temp., DO, Conductivity, Colour (Hazen Units), Turbidity & Salinity, Chemical: TSS, TDS, Alkalinity, Hardness, BOD, COD, NO ₃ , PO ₄ , Cl, SO ₄ , Na, K, Ca, Mg, Mn, Zn, Hg, Pb, Cu, Arsenic, Silica, Oil &	sampling and analysis at this stage	

⁷Baseline data for air, water, noise & soil samples are available for 3 locations (NeamatiGhat, Uzan Bazar Ghat&UmanandaGhat) The Consultant may use those data.

Sl. No	Environmental Attributes	Parameters to be Monitored	Monitoring Frequency	Tentative Locations
.		grease, Phenolic compounds, Residual Sodium Carbonate. Biological: Total Coliform.		
3.	Noise Levels	Day & Night Time monitoring to be done at each location	48 continuous hours of Hourly sampling (Day & Night time) to be done.	
4.	Soil and riverbed / riverbank sediment analysis (Composite samples shall be prepared based on at least 3 replicates from each location.)	Bulk Density, Colour, Texture, Soil Type, pH, EC, N, P, K. as well as presence of pollutants or heavy metals such as PCBs, POPs, hydrocarbons, and heavy metals such as arsenic, cadmium, mercury, lead, nickel, etc.	sampling and analysis at this stage	
5.	Aquatic & Terrestrial Ecology	Trophic Status, Primary Productivity, Species diversity & densities of Phyto& Zooplanktons, Benthic Organism (Benthos, Macro-benthos), Fish and Macrophytes, Shanon Weiner Diversity Index, IUCN Red List status; national or state/regional protection status. Identification of Schedule-1 species nearby each sub-project site. The Brahmaputra River Basin is one of the active breeding & natural habitat for 'Gangetic Dolphin'. A comprehensive study of the Gangetic Dolphin in the River Brahmaputra (near the proposed ghats/landing points for development of terminals) including but not limited to occurrence, active breeding sites, etc.	Complete Assessment	

Sl. No	Environmental Attributes	Parameters to be Monitored	Monitoring Frequency	Tentative Locations
.		to be carried out as a stand-alone report and findings shall be incorporated in the EIA report under aquatic ecology study.		

II. Biological Environment, including but not limited to:

- *Characterization of both terrestrial and aquatic natural habitats and any critical natural habitats as defined under World Bank Natural Habitats Policy OP 4.04 (including parks, reserves and sanctuaries, areas proposed for legal protection, or other areas of known biodiversity value);*
- *Identification and characterization of salient characteristics of aquatic and terrestrial biota (flora and fauna), including especially for any rare or endangered species (include IUCN Red List status of any listed species, and national or state/regional protection status if any) or other species of conservation significance;*
- *Ecology and habitat requirements of any species of conservation significance or concern (either for ecological or socio-economic reasons), such as breeding/spawning behaviors and seasons, migratory patterns, food sources and foraging/feeding behaviors, predators and prey, sensitivity to pollution or human activities, and identification of specific areas of habitat and/or natural phenomena of importance for their survival, including related seasonal parameters for each;*
- *Baseline data collection on aquatic and terrestrial biodiversity as per **Table-2** covering one season, to supplement existing secondary source information as required.*

*f. **Assessment of Potential Impacts and Risks:** Analysis will be based on preliminary screening and assessments from the feasibility study and shall provide more detailed assessments and in-depth interpretation. In this analysis, distinguish between significant positive and negative impacts and risks, direct and indirect impacts, cumulative impacts, and immediate and long-term impacts associated with the proposed investments. Analysis should cover all phases of project development, including siting, construction, and operation phases. Identify impacts and risks that are unavoidable or irreversible, as well as those which can be avoided or mitigated. Specify such avoidance and mitigation measures and reassess residual impact or risk for each. Wherever possible, describe impacts quantitatively, in terms of environmental costs and benefits. Assign economic values when feasible. Characterize the extent and quality of available data, explaining significant information deficiencies and any uncertainties associated with predictions of impact. Compare the impact with the baseline, as well as with projected future baseline conditions in light of development, land use and natural resource trends taking place in*

the project area independent of the proposed project activities. Special attention should be given to:

- Environmental impacts on and risks to the aquatic environment, including changes to river hydrology and morphology (and any downstream implications including riverbank erosion, sediment deposition, etc), impacts on aquatic biodiversity, and on fisheries during the construction period and operation of terminals, CTC and slipways
- Occupational health and safety risks and issues related to construction activities as well as use of IWT routes and infrastructure supported through the project
- Impacts related to labor management and construction induced labor influx [community health and safety risks, such as communicable diseases, gender-based violence/sexual exploitation, abuse and harassment (SEAH), trafficking in person, crime affecting local population, and child labor]*
- Indirect and induced effects and associated environmental risks related to increased traffic of cargo ships, barges and passenger ferries along the IWT routes, at ferry crossing locations, on associated onshore connecting roads and in settlements
- Terrestrial impacts, including noise and air quality impacts; impact on land resources, loss or degradation of habitat; erosion of riverbanks or shoreline and associated impacts to on-shore land uses; modifications to natural drainage patterns; or other impacts, especially as associated with last mile connectivity investments and any larger sub-projects involving construction of permanent on-shore facilities, river training works, major embankment works etc.
- Impacts related to indigenous communities, ethnic or other minority groups or other traditional cultural groups, if any**
- Impact related to land acquisition or restrictions on land use which may cause physical displacement (relocation, loss of residential land or loss of shelter), economic displacement (loss of land, assets or access to assets, leading to loss of income sources or other means of livelihood), or both***
- Impacts on cultural and historical sites or artifacts****
- Impacts related to associated facilities or activities; for example: impacts of ship building and maintenance facilities associated with upgrading of ferry vessels / water taxis; dredging activities necessary for opening of new terminals or ferry lines; etc.
- Impacts or risks to local communities, their economic activities and public health
- Potential environmental and social benefits of the project

***Gender Related Issues:** The consultant will conduct gender assessment and planning, including SEAH risks. The assessment shall cover all 12 terminals, CTC and slipways. The gender assessment will include, i. Review of the government's legal and policy

framework relevant to gender; ii. Analysis of potential project impacts, both positive and negative, on women, including risks of SEAH risks; iii. Analysis of barriers, challenge, constraints to women's participation, including an assessment of women's capacity to participate; vi. Propose interventions to promote project benefits to women and their participation in the project; and v. link them to indicators in the results framework. It is intended to prompt discussion at the project design stage on opportunities to narrow gaps between males and females in human endowments, more and better jobs, ownership and control of assets, and voice and agency. The consultant must identify operations that are critical to closing key gender gaps to address gender inequalities and achieve tangible outcomes and include in the site-specific ESMP specific measures to address SEAH risks. The consultant shall also prepare a list of social impacts related to increased community income, increased local prices of goods and services, immigration into the area, labor management risks (delayed wages and payment to workers and other parties, lack of facilities at worksite, contractor non-compliance with their contractual commitment, weak monitoring and oversight of labor management, etc.); and labor influx risk assessment which incapsulates community health and safety issue, human trafficking risks and pressure on existing public services due to immigration, among others.

****Indigenous People (IP):** Adverse impacts on indigenous people (IP) need to be avoided as far as possible. This section will describe how the project might impact on indigenous people (IP) and their land and cultural resources. The section should include information about consultations with and information disclosure to the indigenous people. A separate Indigenous People's Development Plan (IPDP) should be developed in project locations where impacts on indigenous people is observed.

*****Land Acquisition and Involuntary Resettlement:** The land acquisition and resettlement process should be in line with those required under the government of Assam and Government of India laws and regulations, the World Bank operational policies(O.P.-4.12), including the Resettlement Policy Framework prepared under the project. The consultant should identify the communities/households that would be affected due to the project investments. It also needs to address options of the design of the project to minimize resettlement, as well as compensation methods, land rights, consultations that have taken place with communities about the resettlement process, the status of the current resettlement process, and the responsibilities of the company in the resettlement process. There needs to be a grievance mechanism for communities for concerns and complaints about the resettlement process in place. A separate Resettlement Action Plan should be developed in project locations where there are impacts related to economic displacement. In case of private land acquisition, SIA and land acquisition process will be undertaken by the Revenue Department as per the requirements of RFCTLARR Act, 2013 and Assam LARR Rules.

******Cultural Heritage:** The consultant should identify the physical (WB OP 4.11) and physical and non-physical(Indian laws) cultural heritage in the project-affected area having archaeological, paleontological, historical, cultural, artistic and religious values. It shall include cultural knowledge and traditional lifestyles. Proof of consultations with the

government and communities about the cultural heritage should be included. The section also should describe the meaning and use of the cultural heritage, and conditions for removal. A separate Cultural Heritage Management Plan should be developed in project locations where there are impacts related to cultural heritage.

g. *Analysis of Sub-Projects Alternatives:* The ESIA study shall summarize the outcomes of analysis of sub-projects alternatives (proposed ghats/landing points) carried out during the feasibility stage, as well as describing site specific detailed design alternatives (such as: detailed siting/alignment considerations; incorporation of energy efficient or environmentally friendly technologies; etc.).

h. *Development of an Environmental Management & Monitoring Program (EMMP):*

- To identify key mitigation and enhancement approaches and prepare the impact specific mitigation measures. The EMMP should be organized into sections corresponding with (a) contractor requirements for mitigation, management and monitoring of construction-stage impacts, and (b) mitigation, management and monitoring measures to be managed by AIWTDS or other entities (including for specific sub-projects as well as for any significant identified cumulative and induced effects).
- To estimate the potential environmental impacts and costs of the mitigation measures and of the institutional and training requirements to implement them. The EMMP should include proposed work programs, budget estimates, schedules, staffing and training requirements, and other necessary support services to implement the mitigating measures, monitoring etc. Include measures for emergency response to accidental events (e.g. entry of raw sewage or solid waste as well as toxic substance/wastes into rivers, streams etc).
- To define the roles and responsibilities of officials, staff, consultants and contractors of AIWTDS on environmental management to ensure timely and effective implementation of the EMMP. Review the responsibilities and capability of institutions at local and state levels and recommend steps to strengthen or expand them so that the EMMP may be effectively implemented. If required, recommend capacity enhancement measures for implementation, and describe in details who will (a) implement the environmental mitigation activities (b) carry out environmental monitoring; (c) supervise environmental mitigation and monitoring;; and (e) prepare monthly / quarterly progress reports on environmental management.
- EMMP will integrate the grievance redress mechanism developed for the project and confirm that it is accessible, transparent, unbiased and cost/time effective for the complainant.
- As part of the EMMP development, the consultant shall also provide necessary specific inputs to the DPRs and bid documents for the proposed infrastructure. This shall include, especially: (a) all necessary parameters as per the EIA study for any physical mitigation measures that need to be reflected in investment designs; (b) a contractor's EMMP to be annexed to the bid documents; and (c) relevant inputs to

the Bill of Quantities (BOQ) to accurately reflect environmental mitigation, management and monitoring costs of the project.

- a) **Public & Stakeholders Consultation and Disclosure:** Provide documentation of all consultation activities, and information on disclosure, carried out as part of the ESIA. The consultant should describe the public/ stakeholder's consultations process followed, including a summary of key issues/concerns raised and how they were addressed in the ESIA and ESMP reports. It is necessary to ensure consultations with Project Affected Persons (PAPs), civil society/NGOs and other stakeholders at least twice: (a) shortly after social screening and before the Terms of Reference (ToR) for the SA are finalized; and (b) once a draft ESIA report is prepared. For more information on this, see Section 4.5.

The ESIA, ESMPs (including RAP, CHMP, IPDP where needed) and the rescope CIA will be subject to consultations in the project area with potential affected persons, and subject to World Bank review, clearance and disclosure prior to the bidding stage. The safeguard instruments (ESMP including RAP, CHMP and IPDP where needed) will be included in the bidding document. Once the contract has been awarded, contractor will prepare a contractor's ESMP on the basis of the site-specific ESMP included in the bid document. The consultant shall also propose social obligations/requirements with effective non-compliance remedies to be included in the tender documents. The non-compliance remedies will be applied where there is a breach.

4.3. Cumulative Environmental Impact Assessment (C-EIA) for Overall Project

The Consultant shall complete a high level Cumulative Impact Assessment (CIA)⁸ for the overall Project, building / expanding on the analysis of cumulative impacts completed under EIA as described in the task above, and including also all identified future investments that may line up in the project area in the same time frame as the project to the extent that details of tentative locations and activities have been specified in **Table-1**. The level of detail of the C-EIA will be commensurate with the level of specificity of future potential sub-projects beyond those for which DPRs are being prepared in parallel, including CTC, Slipways. The consultant will identify Valued Environmental Components (VEC) specifically relevant to the CIA based on inputs from stakeholders and will assess the potential impacts of multiple development activities on the VECs, over a 10year time horizon.

CIA Report shall broadly cover impact assessment on aquatic ecology (Gangetic Dolphin etc.) and other VECs in light of the current project scope and other existing and proposed development activities/project within the project influence area. The consultant is advised to

⁸ For guidance see:

https://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/publications/publications_handbook_cumulativeimpactassessment; and <https://environment.transportation.org/pdf/programs/ph12-2.pdf>

confirm that the comments on previous versions of the CIA are addressed in context of the current project scope when the draft is shared with AIWTDS.

4.4. Section-D: Executive Summary of E&S Reports

The consultant shall develop an Executive Summary to provide an overview of the entire Project, typologies of investments and summary descriptions of all known/fully identified investment sub-projects and summary of all safeguard instruments of the project including ESIA-EMMP/ESMP& CIA along with other safeguard instruments (RAP, IPDP, CHMP *where needed*) including a summary of stakeholder consultation and disclosure carried out in preparation of each sub-project location. The goal of the Executive Summary is to provide an overview of the environmental and social studies carried out in preparation of the Project, in a non-technical style and format which is accessible and understandable to the general public and project stakeholders. The Summary document shall also be translated into relevant local language(s), and both English and local language versions shall be consulted upon and publicly disclosed. Which shall be separately prepared based on environment and social assessment of the project.

4.5. Public Consultations and Disclosure

The consultant will assist the AIWTDS in coordinating and executing public consultations and engagement with stakeholders for all phases/elements of the environmental and social assessment process as described above. The studies will require consultations with groups likely to be affected by the proposed project including communities, traders, private ferry operators, NGOs, government at different levels and others on the project objectives, activities, and its environmental and social aspects including potential impacts, risks, and effective mitigation measures, as well as project benefits. **A minimum of two rounds of consultations are expected: one at the screening/scoping stage and other on preparation of draft documents.**

Information to be provided on the GIS map using the mobile-application available on the MIS system.

Consultations and discussions with stakeholders will begin during the scoping stage, will continue during the baseline data assessment, as well as when drafts of each required instrument are available. Consultations should include a mixture of formal workshop events targeting local and state-level stakeholders, smaller community meetings and focus group discussions, and individual interviews/meetings as deemed necessary to ensure all stakeholders are given the opportunity for meaningful consultations on the Project and its environmental and social impacts and aspects. Prior invitations and public announcement of consultation workshops or meetings shall be carried out. The consultation announcements should include local newspapers as well as other methods appropriate to reaching the target audience, such as information flyers, miking, text messages to cell phones *etc.* Prior to carrying out consultations on the full draft studies, the consultant will support the AIWTDS in ensuring that the drafts are made available in a public place accessible to affected groups and local NGOs being consulted. The relevant materials will be provided to affected groups in a

timely manner prior to consultation and in a form and language that is understandable and accessible to the groups being consulted.

The separately contracted consulting teams completing feasibility analyses and developing DPRs for specific investments shall need to coordinate and participate in the corresponding consultation activities, to provide relevant technical information on the proposed activities, and to hear stakeholder feedback so that it may be reflected in design decisions. Where such teams are contracted separately, the client shall facilitate such coordination in the planning and execution of consultation events.

The consultant should properly maintain a record of all public consultations including formal events as well as focus group discussions, surveys, face to face interviews and other methods. Where possible, both written and pictorial/video proof should be provided. All consultations records should indicate: consultation method used to seek the views of affected stakeholders; the date and location of each consultation event; a list of the attendees and their affiliation(s) and contact information; a summary of the information provided and discussed; a summary of feedback provided by participants, and AIWTDS response to the feedback indicating how it will be taken into account.

Each draft study will be finalized after incorporating all comments and observations from the consultations, project proponent/AIWTDS and World Bank.

Grievance Redressal Mechanism: The consultant will have to prepare a GRM SoP for implementation of the same during the construction and other phases of the project along with a flow chart for implementation of GRM at various stages, in line with the existing GRM Manual for the project.

5. Team Composition & Qualification Requirements for the Experts

- Experience of working in World Bank or similar Externally Funded Projects of the Key Experts will be treated as preferred qualification for the assignments
- The Consulting Organization shall not make any alternative proposal for any Key Personnel and only one CV for each position is to be furnished. If any CV is submitted for any 2 assignments, CV shall be summarily rejected by the project proponent/AIWTDS.
- The CV of all proposed Experts/supporting staff should be duly sign by the concerned expert proposed for assignment that should be also duly verified by the authorized person of the consulting organization.
- The CVs shall contain an undertaking from the respective key personnel about his/her availability for the duration specified in the RFP.

- Professionals proposed for assignment should have good working knowledge of English Language and local language.
- Key Personnel should be available for the period indicated in TOR and also for discussions and deliberations with client including in presentations to be made to Committee of stakeholders. The presence of key personnel of all disciplines is mandatory for all meetings and submission of deliverables as per milestones.
- In order to carry out the present assignment, it is suggested to engage the services of following domain key experts or professionals on intermittent basis. However, these are initial/indicative estimates only of the expertise and required inputs, covering key experts only. The consultant is expected to undertake their own assessment of all required staffing inputs and ensure adequate provision of both professionals and support staff to complete the assignment as outlined in these TOR.

Table – 1.3: List of Proposed Key-Experts / Staff for ESIA Studies

No.	Professionals	Qualification along with Working Experience	Input Period
A. In-house Key Experts			
1.	EIA Coordinator cum Team Leader <i>for environment</i>	Masters in Environmental Engineering/Masters in Environmental Sciences/Masters in Environment Management or equivalent with at least 15years experience of drafting & reviewing EIA/ IEE-EMP & EMF reports and mitigation measures, including one or more in river terminal sector, and including more than five externally aided projects (funded by WB, JICA, ADB etc.) . Should also have experience on mandatory Statutory clearances, public hearing and stakeholder consultation processes, <i>etc.</i>	9 months on full time basis, of which at least 50% must be spent in Assam.
2.	Ecology and Biodiversity Expert	Ph. D. in Ecology/ or Masters in Environmental Science / Masters in Zoology/Masters in Environment Management or equivalent, preferably with a focus on aquatic ecology, with at least 10 years' experience of providing required inputs in preparation of EIA/ IEE& EMP reports, including one or more EIA/IEE study related to river terminals and/or waterway transport. Expert should have experience in externally aided projects (funded by WB, JAICA, ADB etc.)& Gangetic Dolphin assessment study.	4 months on intermittent basis, of which at least 50% must be spent in Assam

No.	Professionals	Qualification along with Working Experience	Input Period
3.	Team Leader – Lead Social Development Specialist	Post graduate degree in relevant discipline e.g. Sociology/Anthropology /Social Work/Economics with at least 15 years' experience of Preparing Resettlement Policy Framework and Resettlement Action Plan as required under Externally Aided Projects (EAP) such as WB, ADB & JAICA policies, conducting socio-economic survey, SIA-SMP & SMF preparation and must have done Social Impact Assessment on at least two (2) projects of similar nature and complexity within the last 5 years. Working experience in Assam is an added advantage.	6 months on intermittent basis, of which at least 75% must be spent in Assam
4.	Water Quality Expert	Environmental Engineering / Masters in Environmental Science / Masters in Environment Management or equivalent with at least 10years experience of providing required inputs in preparation of EIA/ IEE-EMP reports etc.	3 months on intermittent basis
B. In-house or Empaneled Functional Area Key Experts (FAEs)			
5.	Environmental Engineer	Masters or above in Civil or Environmental Engineering with at least 5 years of experience on environmental, health and safety (EHS) management and environmentally friendly design aspects of ports, terminals, vessels and other water transport related infrastructure.	4 months on intermittent basis
6.	Air Quality & Pollution Expert	Masters in Environmental Engineering/Masters in Environmental Sciences / Masters in Environment Management with at least 5 years' experience of providing required inputs in preparation of EIA- EMP reports.	2 months on intermittent basis
7.	Noise Quality & Vibration Expert	Must be Environmental Engineering/Masters in Environmental Sciences / Masters in Environment Management with at least 5 years' experience of sampling, testing, analyzing & monitoring the noise and vibration.	2 months on intermittent basis
8.	Soil Expert	Masters in Geology, geochemistry, chemistry or related field with at least 5 years' experience of providing inputs related to soil and sediment contamination analysis, mitigation and management (particularly for dredging or riverbank excavation activities) in preparation of EIA-	2 months on intermittent basis

No.	Professionals	Qualification along with Working Experience	Input Period
		EMP reports.	
9.	Land Use (LU) Expert	M. Tech. in Civil Engineering / Physical Planning/Architecture/Town Planning/Env. Planning/Env. Engineering or Master's degree in Geo Informatics or Remote Sensing or Geographic Information System/Env. Management. /Geo-engineering/Geography/Geophysics/ Geology/Applied Geology or Other than those stated above or a Bachelor's degree in technical subjects followed by specialized training in GIS/Remote Sensing/ Cartography (not less than 2 months duration) from an Univ./recognized institutions like NRSA, ISRO, IIRS & IIFM etc..	3 months on intermittent basis
10.	Solid Waste Management Expert	Environmental Engineering/master's in environmental science/Masters in Environment Management with at least 5 years' experience of providing required inputs in preparation of EIA & EMP reports.	2 months on intermittent basis
11.	Risk Assessment & Hazard (RH) Management Expert, including Occupational Health and Safety (OHS)/labor influx risk assessment	M. Tech. in Chemical/Mechanical/Fire Engineering/Chemical Tech. or Master's degree in Toxicology/Chemical Tech./ Industrial Safety/Chemistry or Post Graduate Diploma (at least 1 year or above) in Industrial Safety from a University/recognized Inst. after graduation in engineering/technical subjects or post-graduation in a science subject with at least 5 years' experience of providing required inputs related to risk assessment, hazard management, and OHS management in preparation of EIA-EMP reports.	3 months on intermittent basis
12.	River Morphology and Climate Change Expert	Minimum qualification should be M.Sc. / M. Tech or any other relevant degree/diploma in Atmospheric Science/ Meteorology / Hydrology with 5 years' experience in meteorological and /or hydrological forecasting, in the interpretation and translation of forecasts, and in providing advice and guidance to disaster managers and decision makers. Out of above 3 at least 5 years' experience of providing required inputs on hydrological	3 Months on intermittent basis

No.	Professionals	Qualification along with Working Experience	Input Period
		and morphological analysis in preparation of EIA-EMP reports, including: (a) at least one project modeling the effects of extreme meteorological events and climate change on hydrological flows and assessing related potential effects on waterway terminal or other riverside infrastructure; and (b) at least one project involving analysis of the downstream morphological and erosion effects of embankments, breakwaters, or other hard infrastructure along a river bank.	
13	Community Participation/Gender / indigenous people Specialist	The Gender Specialist should possess a master's degree in Gender, Human Rights, or a related field with more than 10 years of relevant work experience in large-scale infrastructure projects. He/She should possess excellent communication/ interpersonal skills and experience in consulting conservative and post-conflict societies. Experience and a track record in complex World Bank safeguard policies work; entailing legacy, corporate risk, and highly complex projects is highly desirable.	4 months on intermittent basis
14	Senior Land Governance Expert	Must be master's degree in Land Management /Natural Resource Management/Soil and Water Conservation or equivalent and desirable qualification is doctorate degree in the relevant field. Minimum 7 years' experience in land management of diverse landscapes Candidates with diverse practical and research experience in the field will have an advantage. Experience of working with government agencies and of working in land management, land acquisition, compensation disbursement/soil and water conservation will be preferred. Strong background in land management and application of GIS in land management is an advantage.	4 Months on intermittent basis
15	Gender Expert	Must have a master's degree in relevant discipline e.g. Sociology/ Gender studies with at least 5 years of experience in gender specific research and advocacy. Adequate knowledge of integrating gender in infrastructure projects, conducting GBV risks assessment and working experience in Assam is an added advantage.	4 Months on intermittent basis

No.	Professionals	Qualification along with Working Experience	Input Period
16	Senior Labor Management Expert	Must be master's degree in relevant discipline e.g. Sociology/Anthropology/Economics/MWS with at least 7 years' experience of conducting socio-economic survey, SIA-SMP & SMF preparation and must have done Social Impact Assessments of various projects. Adequate knowledge of labour laws, labour management procedures and labour influx assessment for infrastructure projects and working experience in Assam is an added advantage.	4 Months on intermittent basis
17	Senior Livelihood Expert	Must be master's degree in relevant discipline e.g. Sociology/Anthropology//Economics/MSW with at least 7 years' experience of conducting socio-economic survey, SIA-SMP & SMF preparation and must have done Social Impact Assessment on at least two (2) projects of similar nature and complexity within the last 5 years. Experience of livelihood projects of north-east regions/World Bank Project and working experience in Assam is an added advantage.	4 Months on intermittent basis
18	Statistician	Master's degree in Statistics or Mathematics with more than 05 years of experience in data compilation, monitoring and evaluation of land resources, evaluation of cost estimation of various assets like land fruiting trees, common property resources (CPRs) etc.	3 Months on intermittent basis
19	IT & IEC Expert	Master's degree in information technology or Mass Communication with more than 05 years of experience in MIS, mobile application to track preparation and developing/creating/disseminating IEC activities / campaigns etc.	3 Months on intermittent basis

Note: All man months mentioned are indicative for the purpose of reference only. Consultants are expected to make their assessments based on the scope of work mentioned. Staffing requirement mentioned in the table above is the minimum requirement for the consultancy assignment. Consultants may add any key-expert/non-key expert/support staff, if required based on their proposed methodology. However, any added position shall not be considered for evaluation

6. Duration

The period of ‘Consultancy Services’ shall be **9 months** from the date of Letter of Acceptance (LoA) with AIWTDS, Guwahati (Assam).

7. Deliverables

The Consultant shall submit separate Volume-wise Reports, application forms, online and other offline details or proposals in timely manner for obtaining mandatory statutory clearance along with incorporation of the comments and observations sought by the employer/AIWTDS and concerned statutory authorities.

Details of Deliverable and Brief Description of the Studies covered under Section – A are given below:

Table -1.4: Section-A: Environmental Assessment (EA) Study

Sl. No.	Deliverables	Brief Description of the Studies to be covered
1.	Inception Report (IR)	Approach & methodology including formulation of screening checklist/questionnaire, work plan, time schedule, and public& stakeholders consultation plan for completion of all sub-project assignments.
2.	Feasibility stage environmental screening and Scoping Report for 12 terminals, CTC and Slipways	Screening and scoping report of 12 investment sites for integration into Design DPR consultants’ parallel feasibility assessments. Report shall also include proposed definition of project study area, proposed outlines for each E and S Assessment study as outlined in this TOR, along with records of all scoping stage public consultations (e.g., presentations, flyers and handouts used, as well as records of each event including summary of comments received and responses.)
	Feasibility stage Alternatives Analysis Report of pre-identified 12 terminals, CTC and Slipways	Carried out in parallel to the feasibility assessment process of the Design DPR consultants, for integration into the full feasibility assessments.
3.	Draft Environmental and Social Impact Assessment along with site-specific EMMP(s)/ESMPs(including RAP, IPDP and CHMP where needed) for estimated 12 terminals, CTC and Slipways	ESIA shall cover all information as per ToR and shall be formulated based on EIA Notification, 2006 and its latest amendments. Completion of draft ESIA-EMMP(s)/ESMP for 12terminals, CTC and slipways (including RAP, IPDP and CHMP where needed), along with materials for public consultations on the draft(s) (e.g. presentations, flyers and handouts for distribution, draft newspaper announcements, agendas <i>etc.</i>). Stand-Alone ESMP/ESIA for each terminal (12 nos.), one (01) CTC and three (03) slipways for inclusion in the bid documents shall be submitted.

Sl. No.	Deliverables	Brief Description of the Studies to be covered
	Cumulative Impact Assessment (CIA) for the finalized project scope.	CIA shall cover cumulative environmental impacts of all pre-identified sub-project locations. The completion of draft Cumulative Impact Assessment (CIA) and draft EIA &SIA's Executive Summary for the project, along with materials for public consultations on the drafts.
4.	Final Environmental and Social Impact Assessment along with site-specific EMMP(s)/ESMPs for 12 terminals, CTC and Slipways (including RAP, IPDP and CHMP where needed)	Finalization of ESIA with details of all 12 terminals, CTC and slipways and site-specific ESMPs for all 12 terminals, CTC and slipways (including RAP, IPDP and CHMP where needed), CIA & Comprehensive Executive Summary, and submission of final applications for obtaining mandatory statutory clearances. Final versions shall incorporate all feedback received from AIWTDS, the World Bank, and stakeholders during the consultation process, and shall annex all records of consultation (including records from initial scoping stage consultations).
	Final Cumulative Impact Assessment (CIA)	

Note: For each study, the consultant will submit the Draft and Final Reports for review but payment shall be released on submission and approval of each.

8. Administrative Arrangements

- a) The Consulting Team shall make their own arrangements for all kinds of accommodation during site visits, transportation, personal equipment such as computer or lap top mobile charges and stationery etc.
- b) All reports, minutes of meetings etc. shall be drafted by the Consultant. Circulation thereof shall be done by the AIWTDS.

9. Confidentiality

The Consultant shall keep confidential all commercially sensitive information that they receive, directly or indirectly, from client, contractors or stakeholders. The confidentiality obligations shall not apply to information in the public domain.

10. Guidelines for Documentation, Presentation, Submissions & Communication

- a) The consultant should ensure that all the reports, drawings, maps, documents, presentation material etc. are computerized properly indexed and properly page numbered.
- b) The consultant shall submit 5 hard copies of each document along with the soft editable version.
- c) All documents should be editable or reproducible formats (preferably Microsoft word) and should be clear, legible to read and neat in presentation.

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- d) If additional copies beyond the proposed numbers of copies are required by employer or statutory bodies for review and clearances, the consultant shall provide extra copies of the reports, maps etc. with no additional cost to the project proponent/AIWTDS.
 - e) The consultant shall carry out the EIA & SIA studies as per the latest rules, regulations, norms, amendments & guidelines etc. whenever issued by the statutory bodies during currency of the contract shall be within the scope of services.
 - f) The consultant shall provide the certification letter of the NABL/MoEF & CC approved Laboratory to the project proponent (AIWTDS) at inception stage, which shall be approved by AIWTDS for hiring under consultant scope for generation of environmental baseline data. The baseline environmental data should be included in the draft and final EIA-EMP Reports.
 - g) The period, date and time of environmental baseline data generation should be clearly indicated in the report along with data sheet as Appendix with stamp of the firm/laboratory. All the concerned experts (AQ, WQ, NV, EB, Soil Experts etc.) shall recheck and verify the data accordingly.
 - h) Authenticated English translation of all required material such as ‘Executive Summary’ etc. shall be provided in regional language(s).
 - i) The consultant shall be responsible for the correctness of the technical contents and data in the reports and shall submit addendum and revised reports, if called for to meet the requirements of the Statutory and Non-Statutory Bodies for obtaining project related NoCs/clearances/permissions/consents within the quoted prices.
 - j) The services like conducting stakeholders’ workshop, advertisement for workshops in daily newspaper, presentation, attending meetings, stakeholder consultation, and coordinating with relevant Statutory and Non-Statutory Bodies etc. shall be within the scope of services.
 - k) Except for the modifications and deviations that are specifically agreed by AIWTDS, the consultant shall strictly perform the work and successfully complete the same in all respects as per the Terms and Conditions (ToR).
 - l) The consulting organization shall depute the EIA coordinator cum Team Leader for all type of communication, correspondence for reply of queries sought by the AIWTDS and other statutory authorities. Authorized person cannot be changed during the duration of the Contract.
 - m) The consultant shall arrange, secure and maintain insurance as may be necessary and for all such amount to protect his interest and the interest of the owner, against all risks for the subject assignments. The responsibility to maintain adequate insurance coverage on comprehensive all risks basis at all times during the period of contracts shall be that of the selected bidder alone. The selected Consultant’s failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance cover to be

taken by the consultant shall be in joint name of the owner and the consultant. The consultant shall, however, be authorized to deal directly with the insurance company and shall be responsible with regard to maintenance of all insurance cover. Any loss or damage to the equipment, during handling, transporting, testing shall be to the account of the consultant. The consultant shall be responsible for preferring all claims and make goods for the damage or loss by way of repairs and/or replacement of the portion of the works damaged or lost.

11. Management of the Study

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

12. The Deliverable schedule:

5copies (hard) of all reports shall be provided.

Soft copy (email/ CD/Pen Drive) may be submitted for timely submission.

Sl. No.	Description of Deliverables	Time Schedule (from commencement of services)
1.	Inception Report (IR)	2 weeks
2	Environmental& Social Screening &Scoping Report; Environmental and Social Analysis of Sub-Projects Alternatives Report for remaining 12 terminals, CTC, and Slipways proposed scope of modifications to the CIA in light of the final project scope, including VECs	2 months
3	Submission of Draft combined ESIA (including ESMP, EMoP, Dolphin Study Report and IPDP, RAP, CHMP where required)- the ESMP with associated plans (EMoP, IPDP & CHMP) will be included bid documents for the next set of 12 terminals, CTC and slipways and Draft CIA report	8 months
4	Submission of Final combined ESIA (including ESMP, EMoP, Dolphin Study Report and IPDP, RAP, CHMP where required) for inclusion in bid documents Report for remaining 12 terminals, CTC and slipways. Final CIA report	9 months

Note:

- i. *If additional copies are required at any stage by the project proponent/AIWTDS and World Bank, the consultant will furnish the same without any extra cost.*

Obligations of ESIA Consulting Team

- a) The Consulting Team shall make their own arrangements for all kinds of accommodation during site visits, transportation, personal equipment such as computer or lap top mobile charges and stationery etc.
- b) ESIA Coordinator cum Team Leader along with other functional area experts / professionals, have to spend or input to be given in this assignment, located in the state of Assam.
- c) All reports, minutes of meetings etc. shall be drafted by the Consultant. Circulation thereof shall be done by the AIWTDS.
- d) The consultant shall inform about participation of AIWTDS representative in Public and Stakeholder consultation meetings at least two weeks in advance.
- e) All the key-experts shall attend the AIWTDS office as and when required within 24hours prior notice/information. In case, the AIWTDS observe that the consultant is not obliging to it, the contract may be terminated with immediate effect.
- f) All the report shall be quality checked by the consultant (technical input, typing error, authenticity of data) before submission to AIWTDS.

Technical Assistance

The consultant shall provide all requisite technical assistance to AIWTDS for obtaining the necessary clearances from the respective Statutory Bodies and for meetings with the concerned officials in the state of Assam and in Delhi (if required). The consultant shall also arrange the material for presentation to the Authorities/Statutory Bodies on behalf of the employer (whenever required for the project).

Site Organization

The consulting organization should set-up an office at Guwahati near the AIWTDS to ensure smooth co-ordination and availability of expert as and when required. The consulting organization shall depute well-qualified officers and team members having adequate experience in execution of similar works as indicated. If the progress of work is found unsatisfactory during the execution of the contract, the consultant firm shall promptly mobilize additional personnel / resources for ensuring satisfactory progress and timely completion of the proposed studies under the contract without extra cost and time to AIWTDS.

13. Team Composition & Qualification Requirements for the Experts

- The Consulting Organization should have QCI/NABET accreditation as per EIA Notification, 2009 for Ports and Harbours Break waters and dredging (Category-"A" Projects).
- The Consulting Organization have to submit all QCI/NABET accreditation details for firm's eligibility and accreditation details of proposed domain key Experts by them including minutes of meeting held with QCI/NABET for their accreditation along with their bid(s) for accurate weightage during evaluation process.

-
- The QCI/NABET approved accreditations of the Key Experts will be treated as preferred qualification for the assignments
 - The Consulting Organization shall not make any alternative proposal for any Key Personnel and only one CV for each position is to be furnished. If any CV is submitted for any 2 assignments, CV shall be summarily rejected by the project proponent/AIWTDS.
 - The CV of all proposed Experts/supporting staff should be duly sign by the concerned expert proposed for assignment that should be also duly verified by the authorized person of the consulting organization.
 - The CVs shall contain an undertaking from the respective key personnel about his/her availability for the duration specified in the RFP.
 - Professionals proposed for assignment should have good working knowledge of English Language and local language.
 - Key Personnel would be available for the period indicated in TOR and also for discussions and deliberations with client including in presentations to be made to Committee of stakeholders. The presence of key personnel of all disciplines is mandatory for all meetings and submission of deliverables as per milestones.
 - In order to carry out the present assignment, it is suggested to engage the services of following domain key experts or professionals on intermittent basis. However, these are initial/indicative estimates only of the expertise and required inputs, covering key experts only. The consultant is expected to undertake their own assessment of all required staffing inputs, and ensure adequate provision of both professionals and support staff to complete the assignment as outlined in these TOR.

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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Preface

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

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name : Assam Inland Water Transport Project (AIWTP)

*Loan No.*P 157929

Contract No. _____

Assignment Title: Hiring of Safeguards Consultant for Environmental and Social Assessment Studies for Assam Inland Water Transport Project, Phase-II

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, **Functional Area Experts (FAEs)**, 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) “**Functional Area Experts (FAEs)**” 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** 17.5. A Party affected by an event of Force Majeure shall continue to

be Taken 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

21.1.3 The Consultant agrees that, during the term of this Contract

- and Affiliates Not to Engage in Certain Activities** 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 subconsultants 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 subconsultants'

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, **Functional Area Experts (FAEs)** 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: Additional 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: Additional 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: 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	<p>Commencement of Services: within 15 (fifteen days) days from the signing of Contract</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>

14.1	Expiration of Contract: The time period shall be Nine (09) months from the commencement of services.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes

<p>23.1</p>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>“Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>Indian Applicable Law</i>.</p>
<p>24.1</p>	<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;</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>

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 _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</p>
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</p>

	<p>usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) 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 border="1" data-bbox="509 821 1409 1871"> <thead> <tr> <th>Task</th> <th>Task Details</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>Task-1</td> <td> <ul style="list-style-type: none"> Inception Report (IR) </td> <td>5 % of total contract Value</td> </tr> <tr> <td>Task-2</td> <td> <ul style="list-style-type: none"> Environmental & Social Screening & Scoping Report; Environmental and Social Analysis of Sub-Projects Alternatives Report for remaining 12 terminals, CTC, and Slipways proposed scope of modifications to the CIA in light of the final project scope, including VECs </td> <td>1.5% of contract value after acceptance of stand alone reports for each of 12 Terminal locations, one CTC and three Slipways location = 24 %</td> </tr> <tr> <td>Task-3</td> <td> <ul style="list-style-type: none"> Submission of Draft combined ESIA (including ESMP, EMoP, Dolphin Study Report and IPDP, RAP, CHMP where required)- the ESMP with associated plans (EMoP, IPDP & CHMP) will be included bid documents for the next set of 12 terminals, CTC and slipways. </td> <td>1.5% of contract value after acceptance of stand alone reports for each of 12 Terminal locations, one CTC and three Slipways location = 24 %</td> </tr> <tr> <td>Task-3</td> <td> <ul style="list-style-type: none"> Draft CIA report </td> <td>10%</td> </tr> <tr> <td>Task-4</td> <td> <ul style="list-style-type: none"> Submission of Final combined ESIA (including ESMP, EMoP, Dolphin Study Report and IPDP, RAP, CHMP where required) for inclusion in bid documents Report for remaining 12 terminals, CTC and slipways. Final CIA report </td> <td>37 % of total contract Value</td> </tr> </tbody> </table>	Task	Task Details	Payment	Task-1	<ul style="list-style-type: none"> Inception Report (IR) 	5 % of total contract Value	Task-2	<ul style="list-style-type: none"> Environmental & Social Screening & Scoping Report; Environmental and Social Analysis of Sub-Projects Alternatives Report for remaining 12 terminals, CTC, and Slipways proposed scope of modifications to the CIA in light of the final project scope, including VECs 	1.5% of contract value after acceptance of stand alone reports for each of 12 Terminal locations, one CTC and three Slipways location = 24 %	Task-3	<ul style="list-style-type: none"> Submission of Draft combined ESIA (including ESMP, EMoP, Dolphin Study Report and IPDP, RAP, CHMP where required)- the ESMP with associated plans (EMoP, IPDP & CHMP) will be included bid documents for the next set of 12 terminals, CTC and slipways. 	1.5% of contract value after acceptance of stand alone reports for each of 12 Terminal locations, one CTC and three Slipways location = 24 %	Task-3	<ul style="list-style-type: none"> Draft CIA report 	10%	Task-4	<ul style="list-style-type: none"> Submission of Final combined ESIA (including ESMP, EMoP, Dolphin Study Report and IPDP, RAP, CHMP where required) for inclusion in bid documents Report for remaining 12 terminals, CTC and slipways. Final CIA report 	37 % of total contract Value
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41.2.1	<i>Not Applicable</i>
41.2.3	<p>The accounts are:</p> <p><i>[insert account].</i></p>
42.1	The interest rate is: NA.
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> (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 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. (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.
	<ol style="list-style-type: none"> 2. <u>Rules of Procedure.</u> Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996,

	<p>of India unless the Consultant is a foreign national/firm, in which case arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</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	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]				
[insert name]	...					
...	...					

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).