

# **Request for Quotation Non-Consulting Services**

Employer: Assam Inland Water Transport Development Society

Project: Assam Inland Water Transport Development Project

**Contract title**: Hiring of services of Non Governmental Organization (NGO) for assisting in implementation of "Jibondinga" Scheme under AIWT Project.

Country : India

Loan No. /Credit No. / Grant No.: IBRD Loan No. 9026 - IN

RFQ No. : IN-IWT-188903-NC-RFQ

Issued on : 19<sup>th</sup> August, 2020

- 1. Government of India has received loan for financing from the World Bank equivalent to US\$ 88 Million towards the cost of the Assam Inland Water Transport (AIWT) Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.
- 2. The AIWT Project in Assam state is being implemented by Assam Inland Water Transport Development Society (AIWTDS), which is an autonomous society registered under the Societies Registration Act.
- 3. The Assam Inland Water Transport Development Society now invites Quotation from eligible NGO for Implementation of "Jinbondinga" Assam Inland Water Transport Project.
- 4. Quotation process will be conducted through open competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers, July 2016, Revised August 2018" ("Procurement Regulations"), and is open to all eligible Bidders as defined in the Procurement Regulations.
- 5. The Quotation document is available online on www.assamtenders.gov.in, www.iwtdirectorate.assam.gov.in , www.aiwtdsociety.in and quotationers 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

- 6. This e-Procurement notice includes the terms and conditions applicable to submission of quotations; criteria for qualification, evaluation, and for award of supply order(s); and relevant forms to be filled by the bidders. AIWTD Society has not issued a separate RFQ document for this purchase. The e-Procurement notice including the terms and conditions etc. can be downloaded free of cost by logging on to the website <u>https://assamtenders.gov.in</u>, <u>www.iwtdirectorate.assam.gov.in</u>, <u>www.aiwtdsocity.in</u>
- 7. For submission of the quote, the quotationer is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities authorised by Government of India for issuing DSC. Aspiring quotationer s who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: www.assamtenders.gov.in . Quotation must be submitted online on www.assamtenders.gov.in on or before the deadline for submission of quote, and will be opened online at the specified time and date for opening of quote, as given below.
- 8. A Virtual Pre quote meeting will be held through video conferencing, on 03<sup>rd</sup> Sept, 2020 at 13:00 hours. The person attending the pre bid conference should express their interest through an email request to dir.iwtds-as@gov.in latest by 16:00 hours on or before 02.09.2020 indicating the Name and e- mail id of representative(s) who wish to participate in the meeting. A link will be sent to those email ids to participate in the meeting.
- 9. The dates of quotations of as below :

(a)	Date of commencement for download of quotation docum	nent :	25-08-2020
(b)	Date and Time of Pre-quote Meeting	:	03-09-2020 at 13:00 hours
(c)	Last date and time for Submission of quotation	:	16-09-2020 at 14:00 hours
(d)	Time and date of opening of quotation	:	16-09-2020 at 16:00 hours

11. The Quotationers are required to submit Power of attorney to sign the quotation on non-judicial stamp to "Additional State Project Director Assam Inland Water Transport Development Society"3rd floor, Directorate of Inland Water Transport, Assam, Ulubari, Guwahati - 781007, Assam, India before, 21.09.2020 either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive.

12. Quotations shall be submitted on <u>https://assamtenders.gov.in</u> on or before 14:00 hours (IST) on 16.09.2020. Any quotation or modifications to quotation received outside e-procurement system will not be considered. The electronic bidding system would not allow late submission of quotations. The Quotations will be opened online on 16.09.2020 at 16:00 hours (IST) and this can also be viewed by the bidders online. The electronic summary of quotation opening will be generated and uploaded online. A non-refundable fee of Rs.240.00 (Rupees Two Hundred Forty Only) as Tender Processing Fee to be paid in e- procurement portal at the time of submission of quotation.

(Mr. Adil Khan, IAS)State Project DirectorAssam Inland Water Transport Development Society,3rd floor, Directorate of Inland Water Transport, Assam,

#### **Instructions to Quotationers**

#### **SECTION - A**

#### **1.** Scope of services

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

Brief Description of the services	
Hiring of services of Non Governmental Organization (NGO) for assist	ng in
implementation of "Jibondinga" Scheme under AIWT Project	U

The successful Quotationer will be expected to complete the services as specified in Section C: Activity Schedule Terms of Reference.

**Jinbondinga**: Jinbondinga here means an incentive scheme called 'Jibondinga' has launched by the Assam IWT Department which is an Assam Government's financial incentive scheme for the boat owners who wants to operate ferry services in the State Assam with efficient and safer vessels. Under this scheme boat owners will be incentivized by the Assam Government for replacement of old vessels and engines with efficient marine engines, provision of safety gears and insurance for the boat owners and passengers.

#### NGO: NGO here means registered Non- Government Organization only

- **2. Qualification of the Quotationer**: The Quotationer shall provide qualification information which shall include:
  - a) The Quotationer must be a registered non-governmental organization (NGO) or Civil Society (CSO) or an established Not-for-Profit Development Organization.
  - b) The average of the Quotationer's total turnover in the last three immediately preceding years should be equal to or more than INR 12.00 Lakhs.
  - c) Income tax Returns for the last three years;
  - d) The Bidder must comply with the statutory requirement, PAN /TIN/TAN & GST etc.
  - e) Report on his financial standing; and
  - f) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount or awards in each case.

- 3. To qualify for award of the contract the Quotationer:-
- a) should have satisfactorily completed as an NGO service at least two similar projects of cumulative value not less than Rs. 9,60,000 in the last three years;

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

For this purpose, "Similar project" means "Assisting in Implementation of Central Government/ State Government/ Multilateral Funding Agency scheme in the sectors of Transportation/ Social Welfare".

#### 4. Bid Price

- a) The contract shall be for the whole of the services as mentioned in the Terms of reference..
- b) All duties, taxes, charges and other levies payable by the Quotationers except GST under the contract shall be included in the total price.
- c) The rates quoted by the Quotationers shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

#### 5. Submission of Quotations

- 5.1 The Quotationer is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.
- 5.2 Each Quotationer shall submit only one quotation. Quotationer shall not contact other Quotationer on matters relating to this quotation.
- 6.3 The quotation submitted by the Quotationer shall comprise the following: -
  - (a) Quotation- BOQ ( BOQ- This format shall be available in excel format under BOQ folder in e-procurement protal, Quotationer shall fill the BOQ format and need to upload the same).
  - (b) Letter of Quote
  - (c) Signed Activity Schedule-Terms of Reference given in Section C; and
  - (d) Qualification information form given in Section B duly completed.

- (e) Curriculum Vitae (CV) form given in Section B of key personnel as mentioned in Terms of Reference.
- (f) Valid Trade License, Valid GST registration, Audited Balance sheet for last three financial years.
- (g) Contact details of owner/ lessee with valid CIN, GSTIN and/ or PAN card.
- (h) All necessary documents in support of Qualification of Quotationer.
- 5.4 The Quotationers shall submit the original document authorisation of submission of Quotation (Power of Attorney) in a sealed envelope addressed to the Additional State Project Director, Assam Inland Water Transport Development Society, DIWT Office, Ulubari, Guwahati (Purchaser). The envelope will also bear the following identification: -
  - Quotation for NGO for Implementation of Jinbondinga of Assam Inland Water Transport Project,
  - Do not open before 16<sup>th</sup> Sept'2020 (Quotation Opening Date).

#### 6. Validity of Quotation

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

#### 7. **Opening of Quotations**

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

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

#### 9. **Evaluation of Quotations**

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

- (a) meet the qualification criteria specified in clause 2 & 3 above;
- (b) are properly signed; and

(c) conform to the Activity Schedule-terms of reference, without deviations.

#### 14. Award of contract

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

- 14.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- 14.2 The Quotationers whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

#### 15. Contract Period:

The Contract shall be valid for a period of One (01) year from the date of commencement of the service which may be extended at mutual consent of both parties. The NGO shall take over and commence the service within 10 days from the date of issue of Letter of Award and signing of Contract Agreement. If the NGO commits default in the commencement of service within 10 days of issue of LOA, the AIWTD Society shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the Performance Security.

#### **16. Performance Security:**

Within 10 days of receipt of LOA, the NGO shall furnish to the AIWTD Society a performance security in the form of Performance Bank Guarantee or Fix deposits pledged in favour of "Assam Inland Water Transport Development Society", from an Indian Nationalized Bank or any Scheduled Bank in India for an amount equal to (5) five percent of the originally awarded contract price by way of guarantee valid till one month beyond the Contract period as mentioned in the LOA/Contract for the due and faithful performance of the contract along with the other terms and conditions agreed upon.

#### **SECTION - B**

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

#### **QUALIFICATION INFORMATION**

# For Details of the Quotationers Principal place of business: Power of attorney of signatory of Quotation. [Attach copy] Total value of Similar Works 2019-20 \_\_\_\_\_\_

1.3	Service performed as NGO (in the same name) on works of a similar nature over the last

performed in the last three years (in Rs. Lakhs) 2018-19

2017-18 \_\_\_\_\_

Name     Employer     tion of service     No.     contract (Rs.Lakhs)     issue of Work     period of comple- order     date of compl tion     exp e-tion	narks aining sons delay rice pleted
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Existing commitments and on-going services:

three years.

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

- \* Enclose a certificate from Employer concerned.
- **1.4** Proposed subcontracts and firms involved.

Sections of the services	Value of Sub- contract	Sub-contractor (name & address)	Experience in similar service
*	*	*	*
	*	*	
*	*	*	*
	*	*	
*	*	*	*
	*	*	

- **1.5** Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- **1.6** Name, address, and telephone, telex, and fax numbers of the Quotationers' bankers who may provide references if contacted by the Employer.
- **1.7** Information on litigation history in which the Quotationers' is involved.

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

#### **QUOTATION (BOQ)**

(This format shall be available in excel format under BOQ folder in e-procurement portal <u>https://assamtenders.gov.in</u> only and Quotationer shall fill the BOQ format and need to upload the same at e-tender portal)

# Letter of Quote

The Quotationer must prepare this Letter of Quote on stationery with its letterhead clearly showing the Quotationer's complete name and business address.

**Date of this Quote submission**: [insert date (as day, month and year) of Bid submission] **RFQ No.:** [insert number of RFB process] **Alternative No.**:[insert identification No if this is a Bid for an alternative]

We, the undersigned, declare that:

#### To: [insert complete name of Employer]

- (a) **No reservations:** We have examined and have no reservations to the RFQ document, including Addenda issued in accordance with provision of RFQ;
- (b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with provision of RFQ;
- (c) Quote-Securing Declaration: We have not been suspended nor declared ineligible by the Employer based on execution of a Quote-Securing Declaration in the Employer's Country in accordance with provision of RFQ
- (d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the Quotation document of the following :

Hiring of services of Non Governmental Organization (NGO) for assisting in implementation of Jibondinga Scheme under AIWT Project

- (e) Quote Price: The total price of our quote, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]
- (f) **Discounts:** The discounts offered and the methodology for their application are:
  - (i) The discounts offered are: [Specify in detail each discount offered.]
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- (g) **Quote Validity Period:** Our Quote shall be valid 120 days, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (h) **Performance Security:** If our quote is accepted, we commit to obtain a Performance Security in accordance with the quote document;
- (i) **One quote Per quotationer:** We are not submitting any other Quote(s) as an individual quotationer, and we are not participating in any other Quote(s) as a Joint Venture member or as a subcontractor.
- (j) Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, manufacturers, 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 Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the quotation process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (I) **Binding Contract**: We understand that this quote, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m)**Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost quote, the Most Advantageous quote or any other quote that you may receive; and
- (n) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Quotationer**: \*[insert complete name of the Quotationer]

**Name of the person duly authorized to sign the Bid on behalf of the Quotationer**: \*\*[*insert complete name of person duly authorized to sign the Bid*]

**Designation of the person signing the Quote**: [insert complete Designation of the person signing the Quote]

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

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

## **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]	<pre>[e.g., Ministry of, advisor/consultant/ For references: Tel/e- mail; Mr. Hbbbbb, deputy minister]</pre>		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's/ NGO of	Reference to Prior Work/Assignments that Best
Experts:	Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in which the Expert	
will be involved)	

#### **SECTION - C**

#### 1. Activity Schedule (Terms of Reference)

#### 1. Introduction

- 1.1. The Government of Assam plans to transform the quality of inland water transport services and integrate high quality passenger and vehicle ferry services into Assam's wider transport network.
- 1.2. The Government of Assam (GoA) has received funding from the World Bank to support the Assam Inland Water Transport Project (AIWTP). The project has led to the establishment of an Assam Inland Water Transport Development Society (AIWTDS), under the existing Directorate of Inland Water Transport Assam, to implement the project.
- 1.3. An incentive scheme called 'Jibondinga' has launched by the Assam IWT Department which is an Assam Government's financial incentive scheme for the boat owners who wants to operate ferry services in the State Assam with efficient and safer vessels. Under this scheme boat owners will be incentivized by the Assam Government for replacement of old vessels and engines with efficient marine engines, provision of safety gears and insurance for the boat owners and passengers.
- 1.4. The Directorate of Inland Waterway Transport Assam (DIWTA), established in 1958 and part of the Assam Transport Department, is responsible for developing, maintaining and regulating IWT services in the state. It also operates and maintains many of the passenger transport services, ferry terminals and navigation aids on both Brahmaputra and Barak Rivers. Headquartered in Guwahati, it has three divisional offices in Guwahati, Dibrugarh and Silchar; five sub-divisional offices in Guwahati, Goalpara, Jorhat, Dibrugarh and Hailakandi; and three commercial offices at Guwahati, Goalpara and Dibrugarh. It also has a Crew Training Centre at Guwahati. DIWTA currently has a total of about 4,330 regular staff.
- 1.5. The first phase of the scheme intends to target 1090 beneficiaries mainly located at Barpeta, Bongaigaon, Darrang, Dhubri, Goalpara, Dibrugarh, Jorhat, Guwahati, Lakhimpur, Marigaon, Nalbari, Sonitpur, Tinsukia, Silchar.
- 1.6. The AIWTDS intends to apply part of the proceeds for hiring of a NGO for handholding of the intended and potentials beneficiaries in availing financial incentive scheme and complying all the requirements under the 'Jibondinga' scheme.
- 1.7. The Development Objective (PDO) of AIWT Project is:
  - > To improve passenger ferry infrastructure and services in Assam
  - > To improve the institutional capacity and framework

#### 2. Description of the Incentive scheme - 'Jibondinga'

1.

#### **A) INTRODUCTION**

In many countries around the world, water transport provides affordable country boat services to otherwise isolate locations/ communities, and also links them to centers of work, education, healthcare, trade/ commerce, etc. It acts as a lifeline for the communities that are not linked by other modes of transport such as road and rail. The use of country boats provides a flexibility and independence to such communities and livelihood to the operators/ owners of country boats.

Assam, being a riverine State, is not an exception. For a considerable size of population, the semimehanised boats<sup>1</sup> meet their daily mobility needs. These semi-mechanised boats are mainly operated by private individuals or associations, as crisscross ferry services. These boats do not follow any safety standards and are, sometimes, manned by untrained personnel, posing safety concerns to the passengers and as well as to other boats.

The Government of Assam has contemplated a plan for improvement in safety standards and operating conditions of the country boat ferry services in Assam by launching a voluntary incentive scheme (here after referred as "the Scheme") named 'Jinbondinga'<sup>2</sup>, aimed towards regularisation and safe operations of country boats in Assam.

#### THE PROPOSED INCENTIVISATION SCHEME (JIBONDINGA) FOR ASSAM

1.

2.

Based on the international and national best practices and current practices being followed in the State for country boat operations the need is felt for making the country boat operations safe by way of converting or replacing the present semi-mechanized boats to mechanized boats fitted with marine engine and reversible gear box. This would necessitate standardizing the boat sizes by duly considering the localized requirements across the regions along the rivers in Assam; setting out design standards; creating capacity for building and repairing such country boats while integrating the present small boat builders; converting/ replacing the present country boats to meet the design standards and fitting them with marine engines and reversible gear box; and registering/re-registering these as mechanised country boats.

The above process shall have to be done with the combined efforts of the Government, present country boat owners/operators, and other stakeholders. The main target group will be the country boat operators/ owners, who will have to be attracted to participate in the above said process through offering them incentives to partially cover/ compensate the financial burden that they will have to incur by opting for the Scheme.

#### A.1 THE SCHEME

The proposed incentivisation scheme (Jibondinga) is for the present country boat owners or for that matter for any person willing to take up country boat operations (herein after referred to as country boat operators/ owners) as per the standard boat design fitted with marine engine, reversible gear box, and other necessary equipment (herein after referred as mechanised country boats).

The country boat operators/owners opting for the Scheme will be provided incentive only one time. In other words, no beneficiary will be given the incentives more than once.

<sup>&</sup>lt;sup>1</sup> "Semi-mechanised boats" are the boats that are fitted with non-marine engines (for example engines of motor vehicles, agriculture pumps, etc.) and do not have reversible gear box

<sup>&</sup>lt;sup>2</sup>"Jibondinga" connotes a country boat which provides livelihood to a boatman

The country boat building facilities shall be adequately upgraded/ provided to cater to building of the boats as well as their maintenance. The boat builders shall be trained in boat building as per the standards and design to be set by DIWTA.

#### A.2 OBJECTIVE OF THE SCHEME

The primary objective of the scheme is to provide financial incentives (including, training, technical assistance and insurance) to country boat operators in order to enable them to provide safe, secure and sustainable ferry services in inland waterways by replacement or conversion of the existing in-use semimechanized country boats like "BHUTBHUTI" in the state with different sizes of mechanized wooden country boats, as per approved design and specifications certified by Nodal Agency.

In addition to the financial incentives, the mechanized boats are to be so designed that the operators find it attractive and beneficial, and volunteer to get themselves registered with RA and take advantage of the scheme.

The Jinbondinga Scheme includes the following.

- a. Technical survey of the country boats opting for the Scheme
- b. Mandatory for country boat operators/ owners to register with DIWTA before opting for the Scheme
- c. Training country boat operators/ owners as per the provision of Inland Vessels Act, 1917, and development of skill-set and competence through capacity building
- d. Establishing Standard Operating Procedures (SOPs) at Ghats/terminals and engaging qualified personnel to be named 'JALASARATHI', to keep vigil on compliance of safety norms and procedures.
- e. Gender empowerment by providing training and employment opportunities to budding women entrepreneurs
- f. Generation of direct and indirect employment through encouraging small country boat builders for building new boats as per prescribed design standards
- g. Establishing regulatory mechanism to ensure compliance by country boat operators

#### **IMPLEMENTATION OF THE "SCHEME"**

The "Scheme" shall be implemented as a State Government Sponsored Scheme. The Transport Department, Government of Assam shall act as the Nodal Department for the Scheme and AIWTD Society or Directorate of Inland Water Transport Assam (DIWTA) shall be the State Level Nodal Agency/Scheme Implementation Authority (SIA) for implementation of the Scheme.

#### PREPARATORY WORK FOR IMPLEMENTING INCENTIVISATION SCHEME

The preparatory work to be done before implementing the Scheme is described in the following sections.

#### A.3 **REGISTRATION OF COUNTRY BOATS**

#### A.3.1 Simplifying Registration Process

The semi-mechanized country boats are being registered by DIWTA. A country boat operator is required to register his boat annually. As per The Inland Vessel Act, 1917 the applications for registration of inland vessels are required to be made to a registration authority within the local limits of whose jurisdiction the owner of the inland vessel ordinarily resides or carries on his business.

However, a new statutory Inland Waterways Transport Regulatory Authority (RA), legislation for which was passed by the Legislative Assembly in September 2018 in Assam, the registration process and renewal thereof will be redefined to make it convenient for boat owners.

Renewal of boat registration should be permitted to the vessels that are found fit to operate and are complying with all safety standards and requirements.

**Decentralisation of Registration System:** At present the applicants from all over the state are required to come to the headquarters of DIWTA at Guwahati. It acts as a deterrent to the boat owners and needs to be decentralized to facilitate and induce country boat operators to get their boat registered. RA to organize Registration Camp in the locations suiting the boat operators to smoothen boat registration process.

<u>On-line Registration</u>: RA may make the registration process on-line by linking all its sub-divisional offices with electronic network. It should be supported by adequate boat survey provisions (including surveyors) at the sub-divisional offices. This will cut down the lengthy time-consuming process and would give immense relief to the boat owners. The database of registered boats should be maintained in analysable formats to ensure proper tracking of due dates for renewal of registration. SMS alert may also be introduced to remind the operators/owners of the date of renewal of registration.

**Identification of country boat:** A unique Identification Number (UIN) would be engraved on the hull and engine of the boats included in the Scheme. This will restrict any scope for boat owners intending to misuse the Scheme.

#### **BOATS FOR THE SCHEME**

The scheme shall be applicable to all private owners of country boats like 'BHUTBHUTI' operating or intent to operate in the state for ferrying passengers and goods under DIWTA's norms and under Inland Vessels Act, 1917 (as amended in 2007). It will also include individual entrepreneur as well as women self-help group, who want to be self-employed as service providers in IWT sector of Assam.

The details of boats and the applicable treatment / improvement under the scheme are elaborated in Table 1.

#### **Table 1: Boats for the Scheme**

	Tuble 1. Doub for the benche	
	Replacing the existing engines by a Type/Unit approved marine engine, reversible gear box and propulsion system in the existing registered boats	
Fitting of Type/Unit Approved marine engine, reversible Gear Box and Propulsion System		

Beneficiaries of the scheme should ply boats for a minimum of 3 years from getting the benefit of the scheme. Nodal Agency/SIA shall verify the same every year from the date a beneficiary starts getting benefit from the Scheme.

#### **B**) ELIGIBILE APPLICANTS FOR BENEFITS UNDER THE SCHEME

The present and prospective country boat operators/ owners as elaborated in

Table 2 will be eligible for participating in the Scheme.

Sl. No.	Eligible Applicants		<b>Conditions for Participating in the Scheme</b> <sup>3</sup>
1	Private country boat (carrying passenger / passenger-goods/ motor vehicles) owners having their boats registered with DIWT, Assam	a.	Any existing country boat owner engaged in carrying passenger / passenger-goods/ motor vehicle and having his/her boat duly registered with DIWT, Assam shall be eligible to participate in the Scheme <sup>4</sup> .
2	Private boat (carrying passenger /passenger-goods/motor vehicles) owners providing ferry services with unregistered boats in Assam	a. b.	Unregistered boat owners carrying passenger / passenger-cargo/ motor vehicle shall be eligible for the Scheme after registration of their boats. DIWT, Assam will help in easing the registration process by organising registration camps at different locations convenient for the boat operators/ owners. The registration and inspection fees shall be waived off during the scheme period. Post this period administrative fees need to be paid for inspection and registration of boats. Registration shall be made mandatory, and the same shall be communicated to the boat owners/ operators. In course of time if any boat is found to be unregistered, penalty will be enforced on it as per 'The Inland Vessels Act, 1917'.

#### **Table 2: Conditions for Eligible Applicants**

*Note:* Persons intending to enter into ferry business, women self-help group and women entrepreneurs would also be eligible for the scheme.

#### C) INCENTIVE PLAN FOR BOAT OWNERS/ OPERATORS

The incentive proposed to be given to boat owners/ operators has two components:

#### C.1 **PRIMARY INCENTIVE**

Several stakeholder consultations were carried out with the boat owners of various Ghats of Assam to understand their willingness/un-willingness to change the engines, replace boats which have outlived their active lives, procure necessary safety gears, etc. The boat owners agreed to retrofit, replace their boats to make the boat operations safer if GoA extends financial support. The consultation with the stakeholders, analysis of business/revenue potentiality, various economic aspects and after due deliberations, it has

<sup>&</sup>lt;sup>3</sup> Training will be mandatory for the operators included in the scheme

<sup>&</sup>lt;sup>4</sup> Boat owners choosing not to participate in the scheme will have to obtain fitness certificate and get vehicle registered by themselves, failing which they will not be allowed to operate.

been concluded that an incentive of 70% of the total cost would be helpful for them to convert their existing unsafe boats to a safer boat.

Each of the boat owners shall be given 70% incentive available make/model for each category of Engine Capacity and owners will be free to choose any empaneled make/model.

For "woman Boat owner" and "Boat owned by Woman Self-help Group (SHG)", an additional incentive of 5% & 10% respectively will be given calculated based on the lowest available make/model for each categories of Engine Capacity.

#### C.2 ADDITIONAL INCENTIVE

These incentives are in addition to the Primary Incentive for making the Scheme more attractive and the boat operations safe. The additional incentive will be for meeting the insurance cost of passenger and the boats for initial 3 years, 2 years extended warranty on Marine Engine over and above the normal 1 year manufacturer's warranty and also providing each of the boat owners the required number of safety gears and GPS.

#### C.2.1 Insurance Schemes

Insurance for all the vessels will be mandatory. The Government shall reimburse/pay the insurance premium for a period of 3 years (coinciding with the 3 mandatory years of operation by a beneficiary) from the day of registration of the mechanised boats by country boat operators/ owners, for the following categories:

- a. **Passenger and Cargo Insurance:** The number of passengers being carried should not be more than the defined capacity limits, with and without cargo (mix of passengers and cargo). The insurance shall cover only the defined capacity limits for passengers, cargo or a mix of both.
- b. Hull & Machinery Insurance: The government shall bear the insurance premium expenses for the boats with respect to damage /loss of boat hull and engine for the boats operating within the defined capacity for carrying goods, passengers, or/and a mix of both.

#### C.2.2 Safety Gears and GPS

The safety gears will be mandatory to be put in place in all the boats. The government shall provide safety gears like life jackets, lifebuoys, and firefighting equipment and GPS, to be equipped in all the boats included in the Scheme. The safety gears (life buoy, life jackets and firefighting equipment shall be adequately tagged by printing in each of these the UIN of the boat included in the incentive scheme.

- a. Life Buoy (SOLAS Standard)
- b. Life Jacket (SOLAS Standard),
- c. Firefighting equipment, dry chemical type (3.2 kg), 2 Nos.,
- d. GPS installed in engine.

#### C.3 COVERAGE OF UN-REGISTERED BOATS

It is expected that after launch of the scheme, owners of un-registered boats will come forward and get their boats registered to avail the benefits of the Scheme. Boats getting registered within one year of launching of the scheme shall be eligible. The Government will consider to incentivize these boats in the second phase of the scheme. In the first phase only, the existing registered boats will be covered.

The newly registered boats will be categorized using the same criteria adopted for registered boats as provided in Table 1.

#### SAFETY AND SECURITY COMPLIANCE

#### C.4 STANDARD OPERATING PROCEDURE – FERRY TERMINALS

Standard Operating Procedures (SOPs) shall be established for compliance in ferry terminals to ensure **convenience**, **safety and security** of passengers.

Some of the procedures to be formulated will be related to:

- 1. Display of the details of the timings of the ferries, fare-chart.
- 2. Issue of tickets manually, digitally or through Apps developed for the same according to the passenger carrying-capacity of boats& frequency of the boats to prevent over-loading. The officials at terminal and crew of the boat should ensure before the journey that the boat is not overloaded.
- 3. Display system for passenger carrying capacity of boats and other features at embarkation point
- 4. Installation of public address system for announcements of necessary information
- 5. Detect vessels operating without having/displaying proper Certificate of Competency of driver/operator and other crew members, issued by the statutory authority, other essential documents etc.
- 6. Regular inspection and checks to be undertaken by the authority concerned to ensure the compliance of guidelines of the SOP.
- 7. Safety equipment needed to be made available in the boats.
- 8. Sensitising passengers on safety issues, emergency procedures and cleanliness aspects
- 9. Preparing safety awareness materials including safety booklets, brochures, posters, film and video production on all aspect of country boat safety

#### C.5 JALSARATHIS & VOLUNTEERS

- a. The Nodal Agency shall deploy and extensively train its staff (**Jalsarathis**) or volunteers from local communities in the villages at each Terminal/Ghat for the implementation of the Scheme/SOPs.
- b. The personnel/staff will report any incident or non-compliance of Scheme/SOP related to safety of passengers or use of any boat not compliant to safety standards.
- c. The members from local communities may also be trained and deployed to act as search & rescue team personnel, if required.
- d. The number of members to be deployed in the monitoring body will be determined on the basis of daily passengers in each ghat/terminal

#### C.6 NON – COMPLIANCE OF THE SCHEME BY THE BENEFICIARY

Any non-compliance of Scheme / SOP's by any boat owner/operator compromising the safety of passengers shall lead to suspension of operations, all incentives & insurance premium benefits and all other applicable incentives for the duration of suspension. The proposed Regulatory Authority shall define fines/penalties, depending on the severity of offence.

#### **D)** TECHNOLOGICAL AUGMENTATION

- a. The Nodal Agency shall install GPS tracking devices in all the boats to track ferry movement and making it mandatory.
- b. A Centralized Command Centre and its sub-divisions at busy locations shall also be established by the Nodal Agency to oversee and control the ferry operations. The centre will direct people,

resources, and information, and control events to avert a crisis/emergency and minimize/avoid impacts should an incident occur.

#### E) CAPACITY BUILDING & TRAINING PROGRAMME

The Nodal Agency (DIWTA) shall provide training to Jalasarathis/volunteers, country boat operators/ owners, boat builders, intending new boat owners, crew, etc. at its training facilities (CTC) in Guwahati and other government facilities. The boarding and lodging facilities shall be provided by the Nodal Agency free of cost or by charging a nominal amount, to be decided by the Nodal Agency.

DIWTA shall also provide incentives to the existing boat operators/owners to attract them to undergo training and also to compensate for monetary losses incurred during training period due to absence from work. Also, the crew shall be paid stipend for the period during which they are undergoing training.

All persons that are trained under the Training Programme conducted by DIWTA will have to operate or provide services for at least 3 years in their respective areas. The proof of the same will have to be submitted to DIWTA, and also the valid reason for being not able to do so (if any) will also be submitted.

#### E.1 TRAINING OF EXISTING BOAT OPERATORS

The Nodal Agency shall develop a 2 weeks training module for the existing boat owners/operators to build expertise of the operators, imparting knowledge on safety, SOP, regulation and efficient operations. Post this training, a Certificate of Competence (CoC) shall be issued to the boat operators/owners. This Certificate of competence shall be mandatory for the operator to carry out ferry operations. The participants shall be provided a training allowance/stipend for 2 weeks. Operating boats by any person not holding CoC shall render the boat owner/operator ineligible for all the benefits and shall result in confiscating his/her boat by the Nodal Agency.

#### E.2 TRAINING OF NEW BOAT OWNERS

The Nodal Agency shall impart 2 weeks of theoretical and practical training to all New Boat Owners (persons not owning any boat but are willing to avail the benefit by intending to buy new boats) on the operation of the boats, its repair and maintenance, SOP, safety and security of the boat as well as the passengers, requisite first-aid, communication skills, etc.

On successful completion of the training, CoC shall be issued to the new boat owners by the Nodal Agency. This CoC shall be mandatory for the new boat owners to apply for incentive scheme and carry out ferry services. After receiving CoC, the new boat owner will apply and obtain license or shall appoint a licensed boat operator for operating his/ her new boat.

#### E.3 TRAINING OF JALSARATHIS / VOLUNTEERS

The Nodal Agency will train Jalsarathis/volunteers for 1 week on various aspects of SOP and reporting mechanism. On successful completion of the training they will be issued certificates that will make them eligible to work as Jalsarathis/volunteers.

#### E.4 TRAINING IN BOAT DESIGN AND BUILDING

The country boat builders are generally small-scale builders in un-organized sector. They would need training / capacity building in building boats according to the design standards. Nodal Agency will train through hiring resource experts having subject knowledge for providing theoretical as well as practical expertise at the DIWTA Workshop at Guwahati. The training period shall be of 1-month duration. On successful completion of the training boat builders will be issued certificates that will make them eligible to register with Nodal Agency as boat builders and carry out boat building works.

#### E.5 TRAINING OF CREW

Training of crew/staff employed with the owner/ operator is very essential for the successful and safe operation of country boats throughout the river stretches in Assam. There is an urgent need to train the crew in various aspects of boat operations, safety aspects, handling emergency situation, use of safety devices and communication equipment, night navigation, etc.

#### E.6 STAKEHOLDERS MEETING

Stakeholders meeting shall be organized prior to implementation of the Scheme with an objective to create and spread awareness amongst the boat owners & operators, boat manufacturing groups, DIWTA officials engaged in the terminals/boats/divisions of HQ, Dy. Commissioners & staff concerned, village committees relating to river transport & volunteer groups, self-help groups especially women groups, banks, insurance companies, safety equipment suppliers and concerned public organizations/bodies. The purpose of the meeting is to bring all the stakeholders to a common platform and discuss their inputs towards the Scheme.

#### F) PROCEDURE FOR FUNDING, SANCTION AND DISBURSEMENT OF INCENTIVE

- 1. The Hard copy of the Application Form along with all related annexure will be made available in all Divisional/Sub Divisional offices of SIA. Online Application portal will also be made live for online application submission.
- 2. The applicants shall submit the duly completed application in the prescribed format as along with the required documents to the SIA, at their Head Quarter in Guwahati or at Divisional/Sub Divisional offices of SIA. The applicants may complete application process online through the link provided in www.aiwtdsociety.in and www.directorate.iwt.in. List of empanelled Engines, reversible gear box, propulsion system along with detailed specification and prices are provided in the website, applicant has to choose engine make/model as per choice and preferences, however, capacity (HP) of the required engine shall be recommended by IRS.
- 3. SIA shall submit a copy of Application to Indian Register of Shipping (IRS) to inspect/survey the worthiness of the boat to determine the suitability of retrofitting of engine. A detailed procedure contains the inspect/survey procedure method to be undertaken by IRS. IRS may recommend boat owner for slight modification to make the boat worth retrofitting which boat owner may comply at its own cost to become eligible under the scheme. SIA shall submit IRS certificate/consent for retrofitting along the applications to the Core Committee for discussion and consideration.
- 4. Core Committee will deliberate upon each application and after careful examination of all the aspects will either recommend or reject the application with reasons for cancellation, to be recorded in writing.
- 5. Based on the survey/inspect report of IRS and decision of Core Committee, the concerned boat owners qualified for the scheme shall be advised to deposit Commitment Deposit of Rs.25000 (Rupees Twenty Five thousand only) in any of the following instrument:

i) Fix Deposit pledge in the name of "Assam Inland Water Transport Development Society"

ii) Demand Draft/Banker's Cheque

For the benefit of the boat owners bank loan facility has also been arrange to finance the 30% of the total cost, being the boat owner contribution. Boat owners may refer to available funding agency/bank for details on the available Bank Loan Scheme. Boat owner who opts for bank loan, has to furnish commitment Deposit of Rs.25000 in the form of Fix Deposit pledge in the name of "Assam Inland Water Transport Development Society" which will be returned once Bank disburse the Boat Owner's contribution.

Boat owner who does not opt for bank loan, has to furnish commitment Deposit of Rs.25000 in the form of Demand Draft/Banker's Cheque which will be adjusted with the final share of boat owner's contribution (30% of the total cost).

- 6. The boat owner, at this stage shall be asked to sign an agreement with the SIA to put in the retrofitted boat for public service for a minimum period of three years from the date of successful trial and issue of fresh Registration Certificate whichever is later.
- 7. Upon arrival of engine, reversible gear box, propulsion system at destination, boat owners will be asked to deposit their final part of the contribution towards 30% of the total cost. The same may be done as follows :

i) Boat owner who opts for bank loan, has to submit/upload the loan disbursement letter from Bank.

ii) Boat owner who does not opt for bank loan, has to furnish Demand Draft/Banker's Cheque for the amount equal to 30% of the total cost -(minus) Rs.25000 which has been deposited as commitment Deposit.

Boat owner who opts for bank loan, the commitment Deposit that submitted in the form of Fix Deposit pledge in the name of "Assam Inland Water Transport Development Society" will be released within 30 days.

- 8. Upon receipt of confirmation of the deposit of boat owner's contribution, the engine manufacturer/supplier as the case may be shall be requested to fit engine, reversible gear box and propulsion system in the boats
- 9. Upon successful completion of trials of the retrofitted boats, the boat owners shall be supplied with the safety gears, firefighting equipment, insurance documents etc. in their respective district headquarters/sub-divisions by SIA.
- 10. A fresh Registration Certificate shall be issued with full details of the machinery and safety equipment, etc. along with a Certificate of Fitness specifying maximum allowable passenger limit issued by IRS.

#### **G**) END-USE MONITORING

Nodal Agency/Consulting/ External Agency hired by the Government will be responsible for monitoring whether the incentives are used for the intended purpose and the boat owners are using the boats, marine engines, safety equipment, etc. after availing the Scheme. After the completion of the tenure of the consulting firm, if any, their functions will be carried out by the Nodal Agency.

The boat owners shall provide the information/ report to the government regarding the use of new boat / marine engine and safety gears by him/ her, on quarterly basis, for at least 3 years from availing the incentives, failing which the government can take necessary legal action as per the contract/ agreement made with the boat owner. For money/ loan paid by banks (if any), the contract/ agreement may cover mortgage/ pledge/ hypothecation of the assets of the boat owner up to the amount of loan given by the concerned bank.

The Registration Certificate (RC) issued to the boat owners should clearly mention the "Unique Identification Number" of the boat, whether "hypothecated" and whether "Under Government of Assam Incentive Scheme". For transferring/ selling of these boats, it will be mandatory for boat owners to take "No Objection Certificate" from the Government and the concerned bank. This will be mentioned in the RC of the boats availing the incentive scheme.

All the boat owners will be provided with Identification Card (ID) with their photo, the Unique Identification Number of their boats, and other important particulars.

The Nodal Agency shall be surveying all the boats as part of their routine practice to give annual boatfitness certificate to boat owners. It is proposed that during these boat-surveys it will also be checked by the surveyor that the boats under the scheme show their registration certificate, physically check if the boats have all the components (with engraved Unique Identity Number) that was provided under the Incentive Scheme.

The Government will organize joint meeting of bank (s) and the boat owners every six months during the repayment period of the loan taken by the boat owners (in case boat owners opt for bank loan).

#### ADMINISTRATION OF THE INCENTIVE SCHEME

The administration of the Incentive Scheme will be done as proposed below:

1.	Scheme Implementation Authority (SIA) for implementation of the Scheme	The "Scheme" shall be implemented as a State Government Sponsored Scheme. The Transport Department, Government of Assam shall act as the Nodal Department for the Scheme and Directorate of Inland Water Transport Assam (DIWTA) shall be the Scheme Implementation Authority (SIA) for implementation of the Scheme		
2.	Formation of Core Committee	<ul> <li>a. A Core Committee (CC) for implementing the incentive scheme.</li> <li>b. CC shall be headed by State Project Director, AIWTDS.</li> <li>c. It shall be located in the present DIWTA Head Office at Guwahati.</li> </ul>		
3.	Engaging of Consulting/ External Agency	a. CC may engage the services of consulting / external agency (Agency) for assisting in day-to-day works and perform other tasks as assigned by the Core Committee.		
4.	Engaging of Classification Agency	<ul> <li>CC shall engage a Classification Agency (CA) to undertake:</li> <li>a. Survey/ inspection/ improvement of existing country boats for replacing the existing engines with marine engine coupled with reversible gear- box and propelling unit</li> <li>b. Inspection of boats during construction</li> <li>c. Issuance of Fitness certificate</li> <li>d. Any other work assigned by CC</li> </ul>		
5.	Tie-up with Banks	<ul> <li>a. CC shall endeavor that the public sector banks would be willing to finance the boat- owners with Government as guarantor</li> <li>b. CC shall endeavor the banks' confidence building and getting finances for boat- builders at encouraging terms (interest rates and repayment period)</li> <li>c. Involving banks in financial and physical monitoring of incentive scheme</li> </ul>		
6.	Preparing necessary documents for agreement with boat owners/ boat builders/ marine engine suppliers/ banks, etc	<ul> <li>a. Involving consultancy/ external agency in preparing the necessary documents</li> <li>b. Assistance from consultancy/ external agency in the process leading to getting the documents executed</li> </ul>		

7.	Retrofitting boats with Marine Engines	<ul> <li>a. Involving own surveyors/ IRS for conducting survey of target boats to be retrofitted.</li> <li>b. Getting own surveyors/ IRS engaged in the retrofitting exercise</li> </ul>	
8.	Providing identity to boats under the Incentive Scheme	<ul> <li>a. Registration of boats after retrofitting/ replacement</li> <li>b. Engraving 'Unique Identification number' on marine engine and on the boat- hull</li> <li>c. Installing GPS on each boat for tracing the boat from Monitoring Centre</li> <li>d. Giving Identity Cards to boat owners</li> </ul>	
9.	Annual Survey of each boat for fitness certification and physical identification of boat	<ul> <li>During the annual survey, the surveyor would be required to ask the boat owners who have availed the Scheme to show their registration certificate and verify its contents</li> <li>Surveyor would physically check the fitness- status of the boats, under the Scheme, and verify the engraved 'Unique Identity Number' on the boat/vessel</li> </ul>	

#### 3. Detailed Scope of Work:

#### Task : 1 – Handholding support to Beneficiaries

The NGO shall provide required handholding support of the intended and potentials beneficiaries in availing financial incentive scheme and complying all the requirements under the 'Jibondinga' scheme. The NGO shall perform all the required task on behalf of the beneficiaries as required to complete the process flow mention in Section 2, Sub Section F -Procedure for Funding, Sanction and Disbursement of Incentive, which shall be termed as **"Complete Cycle"** for beneficiaries. The brief tasks related to **"Complete Cycle"** are mentioned below:

- 1. NGO shall conduct awareness camp at various locations and distribute IEC materials to encourage and attract potential beneficiary and enhance women participation.
- 2. Interact with the SIA representatives and ensure thorough understanding of the scheme and its utilities to respective beneficiaries. Prepare and submit a scheme implementation plan based on the prevailing situation of the scheme.
- 3. NGO shall act as an interface between CIA/SIA and beneficiaries. NGO shall disseminate all the information coming from either side of the interface.
- 4. NGO shall assist the Assam IWT registered beneficiaries to fill-up & submit the prescribed Application Forms to the SIA, to avail the benefit of Jibondinga Scheme along with other relevant documents.
- 5. NGO shall assist the beneficiaries to avail the benefit of the Bank Finance (30% of the total cost of marine engine) & Insurance coverage (List of empaneled bank & insurance companies shall be shared by AIWTDS) under the Jibondinga Scheme.
- 6. NGO shall assist the beneficiaries to select the proper engines and other equipment.
- 7. NGO shall assist the beneficiaries during the contract agreement with AIWTDS for the Jibondinga Scheme.
- 8. NGO shall assist the beneficiaries during the inspections by various agencies such as-AIWTDS, IWT, World Bank, IRS etc. as and when required.

9. NGO shall assist the beneficiaries in registering their Boats.

#### Task : 2 - Conduct Workshops

- 1. NGO shall conduct workshops/consultation with the beneficiaries who have received the subsidies/benefits under the scheme.
- 2. Workshop: The awareness workshops at various locations to address all the beneficiaries under the scheme. The target of the workshops shall be to increase awareness about the scheme, vessel operations as well as to generate environmental & social awareness among beneficiaries. The workshop shall also encourage the bidder to enroll more numbers of beneficiaries under the Jibondinga Scheme.
- 3. NGO shall share the IEC materials and make all the logistical/administrative arrangements including print materials, arranging snacks etc. for the Workshop. The expected participation shall be approx. but not less than 30 beneficiaries per workshop.

#### Task: 3 - Assistance to the Scheme Implementing Agency

The NGO shall coordinate with the divisional/sub divisional offices and assist the SIA in the following tasks.

- 1. Assist the SIA in streamlining, scrutinizing and shortlisting of the application forms of registered boats under the scheme.
- 2. Assist the SIA in registration process of unregistered existing country boats
- 3. Assist SIA in assignment of unique identity numbers and barcode for the boats.
- 4. Liaison with various stakeholders (including but not limited to the following) for necessary interventions and smooth implementation of the scheme:
  - i. Indian Register of Shipping (IRS)
  - ii. Website developers
  - iii. Insurance companies
  - iv. Engine manufacturers
  - v. Beneficiaries/ Boat operators
  - vi. Scheme Implementing Agency
  - vii. Directorate of Inland Water Transport Assam
- 5. The consultant shall initiate necessary actions required for the implementation based on the approved scheme document and highlight issues (if any) to the SIA.
- 6. Assist the SIA in the financial and physical monitoring of the scheme including necessary accounts system. This shall include physical verification of the engines installed and certified by IRS under the scheme.
- 7. Liaison with necessary stakeholders/ Govt bodies and assist the SIA in drafting MoU/agreements with the beneficiaries.
- 8. Assist the SIA in drafting the guidelines for renewal of registration of boats.
- 9. Assist the SIA in drafting plans for collection and disposal of the old engines, complying the relevant Environmental guidelines
- 10. Assist the SIA in preparation IEC content and distribution of the IEC materials for the Jibondinga scheme.
- 11. Assist SIA in any other work not mentioned above but crucial for the implementation of the 'Jibondinga' scheme.

#### 4. Duration of Services

The anticipated duration of the Assignment is 12 months, commencing from the date of award of contract.

#### 5. Expert requirement

Sl. No.	Designation of the Expert	Qualifications	Man-months
1	Overall Team Leader	• Post-Graduate with minimum of 5 yrs of experience in performing similar assignments for public scheme implementation.	3
Task 1 &	k 2		
2	Supervisor – 3 Nos (1 in each division)	• Graduate with 3 yrs experience in performing similar assignments for public scheme implementation.	As required
3	Field Staff – 6 Nos (2 nos. in each division)	• Graduate in any stream	As required
4	Trainer – Social Safeguards	<ul> <li>Post-Graduate with minimum of 10yrsin performing tasks in Social safeguards implementation.</li> <li>Carried out training/capacity building in atleast 1 project.</li> </ul>	As required
5	Trainer – Environmental Safeguards	<ul> <li>Post-Graduate with minimum of 10 yrs in performing tasks in Social safeguards implementation.</li> <li>Carried out training/capacity building in atleast 1 project.</li> </ul>	As required
Task 3			
6	Project Coordinator cum Monitoring Expert	• Graduate with atleast 3 years' experience in coordination and monitoring activities.	12
7	Field Staff - 2 Nos	• Graduate in any stream	12 each

#### 6. Confidentiality

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

#### 7. Deliverables

Sl. No	Deliverables	Timeline (after signing of
		contract)
1	Task implementation plan for the scheme	One month
2	Workshop report – Details of the workshops	One Week after the completion
	conducted including training materials, feedback	of the Workshop
3	<b>Monthly progress report</b> covering the activities performed in Tasks 1,2 and 3.	5 <sup>th</sup> day of every month

#### 8. Payment

Quote shall be taken based on the following table. Payment can be made to the consultant based on achievement of the respective milestones as mentioned below.

Sl. No	Milestone	Unit	Payment Mile Stone
1.	Task:1–HandholdingsupporttoBeneficiariesNumber of "Complete cycles" accomplishedby the NGO on behalf of the beneficiaries	"Complete cycle" per beneficiary	After "Complete cycle" 50 beneficiaries each time.
2.	Task 2 - Conduct Workshops for approx30 beneficiariesList of the participants along with details of the workshop in form of report /photographs shall be submitted.	Per Workshop	After 3 workshop each time
3.	Task 3 - Assistance to the SchemeImplementing AgencyLump sum amount for performing activitiesmentioned under Task 3	Lump-sum amount to be paid in 12 equal instalments on monthly basis	Per Month

Section – D

# DRAFT CONTRACT FOR NON-CONSULTING SERVICES

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

#### CONTRACT

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

WHEREAS, the Client wishes to have the NGO perform the services hereinafter referred to,

and

WHEREAS, the NGO is willing to perform these services, NOW THEREFORE THE PARTIES hereby agree as follows:

-			
		i. The NGO shall perform the services specified in Annex A, "Activity Schedule-Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").	
1.	Services	ii. The NGO shall provide the personnel listed in Annex B, "NGO Personnel," to perform the Services	
		iii. The NGO maker shall submit to the Client the reports in the form and within the time periods specified in Annex C, "NGO Reporting Obligations".	
2.	Term	The NGO maker shall perform the Services during the period commencing <i>[insert starting date]</i> and continuing through <i>[insert completion date]</i> , or any other period as may be subsequently agreed by the parties in writing.	
		A. Ceiling	
		For Services rendered pursuant to Annex A, the Client shall pay the NGO an amount not to exceed <i>[insert amount]</i> . This amount has been established based on the understanding that it includes all of the NGO costs and profits as well as any tax obligation except GST that may be imposed on the NGO.	
		B. Schedule of Payments	
3.	Payment	The schedule of payments is specified below:	
		The payment shall be made after achieving the milestone by the NGO and acceptance of the same as per the schedule mentioned in the Activity Schedule- Terms of Reference.	
		C. Payment Conditions	
		Payment shall be made in Indian Rupees ( <i>INR</i> ), no later than 60 days following acceptance of deliverables by Client and submission by the NGO of invoices in duplicate to the Coordinator designated in paragraph 4	

		Payments shall be made to NGO bank account [insert banking details]
		A. Coordinator.
4.	Project Administration	The Client designates Mr./Ms. <i>[insert name]</i> as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.
		B. Reports.
		The reports listed in Annex C, "NGO Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.
5.	Performance Standards	The NGO undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
	Inspections	The NGO shall permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract.
	and Auditing	Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.
7.	Confidentiality	The NGO shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
	Ownership of	Any studies report or other material, graphic, software or otherwise, prepared by the NGO for the Client under the Contract shall belong to and remain the property of the Client. The NGO may retain a copy of such documents and
	Material	software.

	NGO Not to			
9.	be Engaged in Certain works providing goods, works or services.	The NGO agrees that, during the term of this Contract and after its termination, the NGO and any entity affiliated with the NGO, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project		
10.	Insurance	The NGO will be responsible for taking out any appropriate insurance coverage.		
11.	Assignment	The NGO shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.		
12.	Law Governing Contract and	The Contract shall be governed by the laws of Republic of India, and the language of the Contract shall be English.		
13.	Dispute Resolution <sup>4</sup>	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.		
	Corrupt and Fraudulent Practices	The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Procurement Guidelines. In further pursuance of this policy, Quotationers shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.		
15.	Termination	<ul> <li>The Client may terminate this Contract with at least ten (10) working days prior written notice to the NGO after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:</li> <li>a) If the NGO does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;</li> <li>b) If the NGO becomes insolvent or bankrupt;</li> <li>c) If the NGO, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.</li> <li>d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</li> </ul>		

FOR THE CLIENT

FOR THE NGO

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

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

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

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

#### LIST OF ANNEXES

- Annex A: Activity Schedule-Terms of Reference and Scope of Services
- Annex B: NGO Personnel
- Annex C: NGO Reporting Obligations

# **Performance Security**

### (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** 

[insert name and Address of Employer]

**Date:** \_ [Insert date of issue]

**PERFORMANCE GUARANTEE No.:** [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the Non-Consulting Services of \_ [insert name of contract and brief description of the Non-Consulting Services](hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ( ) [insert amount in words],1 such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of .....,  $2...^2$ , and any demand for payment under it must be received by us at this office indicated above on or before that date.

<sup>&</sup>lt;sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>&</sup>lt;sup>2</sup> Insert the date twenty-eight days after the expected completion dateas described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, theService Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."