



**GOVERNMENT OF ASSAM**

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

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

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

**Country:** INDIA

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

Loan No./Credit No./ Grant No.: P157929

**Assignment Title:** Hiring of IEC Consultancy Services for Communication, Creative Designing, Video Production and Social Media Management

**Reference RFP No.:** AIWTD-11012/38/2023

The Government of India *has applied for* financing from the World Bank toward the cost of the Assam Inland Water Transport Development Project and intends to apply part of the proceeds toward payments under the contract for hiring of IEC Consultancy Services for Communication, Creative Designing, Video Production and Social Media Management.

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

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

- |  |                             |
|--|-----------------------------|
| a) Date of commencement for download of bidding document : | 19-02-2024                  |
| b) Last date and time for submission of Bid                | : 11-03-2024 at 14:00 hours |
| c) Time and date of opening of bids                        | : 11-03-2024 at 16:00 hours |

A virtual Pre-proposal conference will be held through video conferencing, **on 23<sup>rd</sup> February, 2024 at 11:00 AM**. The person attending the Pre bid Meeting should express their interest through an email request to [dir.iwtds-as@gov.in](mailto:dir.iwtds-as@gov.in) latest by 4:00 PM on or before 22.02.2024 indicating the Name and e-mail id of representative(s) who wish to participate in the meeting. A link will be sent to those email ids to participate in the meeting.

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

office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

The attention of interested Consultants is drawn to Section III, paragraphs, 3.14, 3.16, and 3.17 of the World Bank's "Procurement Regulations for IPF Borrowers" July 2016 ("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 *0930 to 1730 hours*.

*Mr. Gaurav Upadhyay, IPS*

*State Project Director*

*Assam Inland Water Transport Development Society,*

*3rd floor, Directorate of Inland Water Transport, Assam,*

*Ulubari, Guwahati - 781007, Assam, India*

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*Website: [www.aiwtdsociety.in](http://www.aiwtdsociety.in) and [www.iwtdirectorate.assam.gov.in](http://www.iwtdirectorate.assam.gov.in)*

SELECTION OF CONSULTANTS

# **Request for Proposals Consulting Services**

**HIRING OF IEC CONSULTANCY SERVICES FOR  
COMMUNICATION, CREATIVE DESIGNING, VIDEO  
PRODUCTION AND SOCIAL MEDIA MANAGEMENT**

**RFP No: AIWTD-11012/38/2023**

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

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

**Country: India**

**Issued on: 19/02/2024**

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## **PART I**

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

## Request for Proposal Letter

### Consulting Services

**Name of Assignment:** Hiring of IEC Consultancy Services for Communication, Creative Designing, Video Production and Social Media Management

**RFP Reference No.:** AIWTD-11012/38/2023

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

**Country:** India

**Date:** 19 /02/ 2024

1. The Government of India (hereinafter called “Borrower”) has received financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a loan (hereinafter called loan toward the cost of Assam Inland Water Transport Development Project. The Assam Inland Water Transport Development Society (AIWTDS), an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the State Project Director, Assam Inland Water Transport Development Society and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”) for hiring of IEC Consultancy Services for Communication, Creative Designing, Video Production and Social Media Management. More details on the Services are provided in the Terms of Reference at Section 7.
3. The bidding document is available online on <https://assamtenders.gov.in>, and [www.aiwtdsociety.in](http://www.aiwtdsociety.in). Bidders will be required to register on the e-procurement portal, which is free of cost. The Bidders would be responsible for ensuring that any addenda available on the website/e-procurement portal is also downloaded and incorporated.
4. A firm will be selected under Quality cum Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank’s “Procurement Regulations for IPF Borrowers” July 2016, Revised November 2017, August 2018 and November 2020 (“Procurement Regulations”), which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)

The RFP includes the following documents:

Section 1 – Request for Proposals Letter



Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal FTP - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract: Lump-Sum

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

Yours Sincerely,

*Mr. Gaurav Upadhyay, IPS*

*State Project Director*

*Assam Inland Water Transport Development Society,*

*3rd floor, Directorate of Inland Water Transport, Assam,*

*Ulubari, Guwahati - 781007, Assam, India*

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## Section 2. Instructions to Consultants and Data Sheet

### Instructions to Consultants

#### A. General Provisions

##### 1. Definitions

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

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

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

Consultant pursuant to the Contract.

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

## 2. Introduction

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

## 3. Conflict of Interest

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

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

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

**a. Conflicting Activities**

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

**b. Conflicting Assignments**

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

**c. Conflicting Relationships**

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

**4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all

shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

## **5. Fraud and Corruption**

- 5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any short listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

## **6. Eligibility**

- 6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.
- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.
- 6.3 As an exception to the fore going ITC 6.1 and ITC 6.2 above: Joint Venture, association with other firms and engagement of Sub-consultant is not allowed.

### **a. Sanctions**

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

### **b. Prohibitions**

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

indicated in Section 5 (Eligible Countries) and:

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

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

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

**d. Restrictions for Public Employees**

- 6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:
- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
  - (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower Debarment**

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

## **B. Preparation of Proposals**

**7. General Considerations**

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

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

- |  |   |
|--|---|
| <b>8. Cost of Preparation of Proposal</b>    | 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.  |
| <b>9. Language</b>                           | 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 <b>Data Sheet</b> .  |
| <b>10. Documents Comprising the Proposal</b> | <p>10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>10.2 If specified in the <b>Data Sheet</b>, 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).</p> <p>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).</p> |
| <b>11. Only One Proposal</b>                 | 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the <b>Data Sheet</b> .   |
| <b>12. Proposal Validity</b>                 | <p>12.1 <b>The Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>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</p>   |



total price.

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

**a. Extension of  
Validity Period**

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

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

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

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

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

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

**c. Sub-Contracting**

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

**13. Clarification  
and  
Amendment of  
RFP**

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

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

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

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

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

#### **14. Preparation of Proposals Specific Considerations**

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

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

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

- 14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
- 14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
- 15. Technical Proposal Format and Content**
- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
- 16. Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- a. Price Adjustment**
- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes**
- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

### C. Submission, Opening and Evaluation

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

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

- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” “[Name of the Assignment]”, [reference number], [name and address of the Consultant], and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## **18. Confidentiality**

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing Bank’s

sanctions procedures.

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

## **19. Opening of Technical Proposals**

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

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

## **20. Proposals Evaluation**

- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

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

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

**22. Financial Proposals for QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

**23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of

the Financial Proposals.

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

## **24. Correction of Errors**

### **a. Time-Based Contracts**

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



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

**b. Lump-Sum Contracts**

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

**25. Taxes**

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

**26. Conversion to Single Currency**

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality and Cost Evaluation**

**a. Quality and Cost-Based Selection (QCBS)**

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

**b. Fixed-Budget Selection (FBS)**

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.

**c. Least-Cost Selection**

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

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

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

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

**a. Availability of Key Experts**

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

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

**b. Technical Negotiations**

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

**c. Financial Negotiations**

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

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

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

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

## **29. Conclusion of Negotiations**

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

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

## **30. Standstill Period**

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

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

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

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

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

### 32. Notification of Award

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

#### Contract Award Notice

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

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

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

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

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

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

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

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

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

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

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

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

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

34.3 The Consultant is expected to commence the assignment on

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

**35. Procurement  
Related  
Complaint**

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

## Section 2. Instructions to Consultants and Data Sheet

### E. Data Sheet

ITC Reference	A. General
1 (b)	India
2.1	<p><b>Name of the Client:</b> Assam Inland Water Transport Development Society</p> <p><b>Method of selection:</b> Quality &amp; Cost Based Selection (QCBS) as per the Procurement Regulations (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b></p> <p>Yes</p> <p><b>The name of the assignment is:</b> HIRING OF IEC CONSULTANCY SERVICES FOR COMMUNICATION, CREATIVE DESIGNING, VIDEO PRODUCTION AND SOCIAL MEDIA MANAGEMENT</p>
2.3	<p><b>A pre-proposal conference will be held:</b> Yes (Virtual)</p> <p>Date of pre-proposal conference: 23<sup>rd</sup> February, 2024</p> <p>Time: 1100 Hours</p> <p>Address: State Project Director, Assam Inland Water Transport Development Society, G. S. Road, Near Ulubari, Flyover, Guwahati-781007</p> <p>Telephone: +91 361 2462677</p> <p>Facsimile: NA</p> <p>E-mail: <a href="mailto:dir.iwtds-as@gov.in">dir.iwtds-as@gov.in</a></p> <p>The interested bidders who wish to participate in the pre-proposal conference may send the name &amp; email ids of their authorised representatives to this office at: <a href="mailto:dir.iwtds-as@gov.in">dir.iwtds-as@gov.in</a> on or before 22/02/2024 by 1600 Hrs</p>
2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>Section 7: Terms of Reference</p>
4.1	Not Applicable

6.3.1	A list of debarred firms and individuals is available at the Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>Technical Proposal to be uploaded in the "Technical Folder" available in the e-procurement portal:</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> <li>(8) TECH-7 Code of Conduct (ESHS) [<i>The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.</i>]</li> </ul> <p>AND</p> <p><b>Financial Proposal: To Be submitted in the FINANCIAL FOLDER available in the e-procurement portal under the RFP:</b></p> <ul style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> <li>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</li> </ul> <p><b><i>(ALL FIN FORMs SHALL BE SUBMITTED IN THE FINANCIAL FOLDER ONLY. PROPOSAL SHALL BE SUMMARILY REJECTED IN CASE BIDDER SUBMIT ANY PRICE INFORMATION OTHER THEN FINANCIAL FOLDER)</i></b></p>



<b>10.2</b>	<b>Statement of Undertaking is required</b> Yes
<b>11.1</b>	<b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b> Yes
<b>12.1</b>	<b>Proposals must remain valid for 120 days after the proposal submission deadline.</b>
<b>13.1</b>	<b>Clarifications may be requested online no later than 7 days prior to the submission deadline.</b> The contact information for requesting clarifications is: State Project Director, Assam Inland Water Transport Development Society, Near Ulubari, Flyover, Guwahati-781007 Facsimile: NA E-mail: <a href="mailto:dir.iwtds-as@gov.in">dir.iwtds-as@gov.in</a>
<b>14.1.1</b>	<b>Shortlisted Consultants may associate with</b> <b>(a) non-shortlisted consultant(s): No</b> <b>Or</b> <b>(b) other shortlisted Consultants: No</b>
<b>14.1.2</b> (do not use for Fixed Budget method)	<b>Estimated input of Key Experts' time-input: 50 person-months.</b>
<b>14.1.3</b> for time-based contracts only	For the evaluation and comparison of Proposals only: If a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.

<b>14.1.4 and 27.2</b> use for Fixed Budget method	Not Applicable
<b>15.2</b>	<p>The format of the Technical Proposal to be submitted is: FTP.</p> <p><b>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</b></p>
<b>16.1</b>	<p><i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p><i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p><i>(3) cost of office accommodation, including overheads and back-stop support;</i></p> <p><i>(4) communications costs;</i></p> <p><i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p><i>(6) cost of reports production (including printing) and delivering to the Client;</i></p> <p><i>(7) other allowances where applicable and provisional or fixed sums (if any)</i></p>
<b>16.2</b>	<p><b>A price adjustment provision applies to remuneration rates:</b></p> <p>No</p>
<b>16.3</b>	<p><b>Information on the Consultant's tax obligations in the Client's country can be found at</b> <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a>, <a href="http://www.finmin.nic.in">www.finmin.nic.in</a>, <a href="http://www.gst.gov.in">www.gst.gov.in</a>, <a href="http://gstcouncil.gov.in">gstcouncil.gov.in</a></p>
<b>16.4</b>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant has to express the price for their Services in Indian Rupee only.</p> <p><b>The Financial Proposal should state local costs in the Client's country currency (local currency):</b> N/A</p>
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<b>Hard Copy submission of Bids is not permitted and shall not be accepted.</b>

	<p><b>The Consultants shall have the option of submitting their Proposals electronically.</b></p> <p>The electronic Bid submission procedures shall be:</p> <p>For submission of the bid, the Consultant is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC (Class II). Aspiring Consultants who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <b><a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a></b>.</p> <p>Bids must be submitted online at <b><a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a></b> on or before the deadline for submission of bids, and will be opened online at the specified time and date for opening of bids, as given in ITB 19.1. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system does not allow any late submission of bids.</p> <p>Bidder is informed to get acquainted with the bid submission process in e-Tendering platform by contacting the e-Tendering service provider.</p> <p>Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the Consultant need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the Consultant is not required to withdraw his bid submitted earlier. The last modified bid submitted by the Consultant within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A Consultant may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is allowed.</p>
<b>17.4</b>	<p><b>The Consultant must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original in the designated e-procurement portal</p> <p>(b) <b>Financial Proposal:</b> one (1) original in the designated e-procurement portal</p>
<b>17.7 and 17.9</b>	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date:</b> 11<sup>th</sup> March, 2024</p> <p><b>Time:</b> 14:00 hours IST</p>
<b>19.1</b>	<p><b>An online option of the opening of the Technical Proposals is offered:</b> Yes</p> <p><b>The opening shall take place at:</b></p> <p>Office of the State Project Director, Assam Inland Water Transport</p>

	<p>Development Society, 3<sup>rd</sup> Floor, Directorate of Inland Water Transport, Near Ulubari Flyover, Guwahati-781007, India</p> <p><b>Date:</b> Same as the submission deadline indicated in 17.7.</p> <p><b>Time:</b> 16:00 hours IST</p> <p>In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day</p>												
19.2	<p><b>In addition, the following information will be read out aloud at the opening of the Technical Proposals:</b> N/A</p>												
21.1 (for FTP)	<p>Consultants’ technical proposal shall be evaluated in two parts after establishing the responsiveness of their proposal to the Terms of Reference and the RFP.</p> <p><b>Part A</b> (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet these criteria in <b>Part A</b>, shall not be further evaluated, and the proposal shall be rejected.</p> <p>Technical Proposal of consultant who meet the criteria in <b>Part A</b>, shall be evaluated further using the scoring scheme contained in <b>Part B</b> below:</p> <p><b>Part A: Mandatory Criteria:</b></p> <table><tr><th>S. No.</th><th>Criteria</th><th>Documents Required</th></tr><tr><td>1.</td><td>The firm should be in business for at least last five years ending on 31.03.2023</td><td>(Registration certificate, Copies of PAN, TAN and GST registration).</td></tr><tr><td>2.</td><td>The firm should have an annual average turnover from consultancy of INR 2 crore or above in the last three financial years i.e., 2020-21, 2021-22, 2022-23</td><td>Statutory Auditor Report to be attached.</td></tr><tr><td>3</td><td>The Bidder should be empanelled with DIPR, Assam or DAVP or INS accredited and have completed in last 5 years (as on the last date of submission of bid) at least 5 (five) consultancy services related to communication Services IEC, Advertising, Audio Visual Production, Social Media outreach, Digital Promotion, Public Relations (PR), Outdoor and Outreach activities (Similar Assignments) in any sector out of which: (i) at least 2 (two) similar assignments amounting to Rs. 50.00 Lakhs. (ii) At least 1(one) should be externally aided project in India in any sector.</td><td>The past experience in similar nature of work should be supported by certificates issued by the client’s organisation. In case the work experience certificate is not attached, the completion/substantial completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates.</td></tr></table>	S. No.	Criteria	Documents Required	1.	The firm should be in business for at least last five years ending on 31.03.2023	(Registration certificate, Copies of PAN, TAN and GST registration).	2.	The firm should have an annual average turnover from consultancy of INR 2 crore or above in the last three financial years i.e., 2020-21, 2021-22, 2022-23	Statutory Auditor Report to be attached.	3	The Bidder should be empanelled with DIPR, Assam or DAVP or INS accredited and have completed in last 5 years (as on the last date of submission of bid) at least 5 (five) consultancy services related to communication Services IEC, Advertising, Audio Visual Production, Social Media outreach, Digital Promotion, Public Relations (PR), Outdoor and Outreach activities (Similar Assignments) in any sector out of which: (i) at least 2 (two) similar assignments amounting to Rs. 50.00 Lakhs. (ii) At least 1(one) should be externally aided project in India in any sector.	The past experience in similar nature of work should be supported by certificates issued by the client’s organisation. In case the work experience certificate is not attached, the completion/substantial completion certificate shall be supported with copies of the Letter of Award/ Contract Agreement and Corresponding TDS Certificates.
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4	The bidder should not be blacklisted by Central / State Government / Autonomous Bodies / Government Organizations / PSUs as of date of submission of this bid.	An undertaking/self-declaration on firm's letterhead
5	The bidder must have a fully functional office in Guwahati, Assam during the last 5 financial years.	An undertaking/self-declaration on firm's letterhead or rent receipt for the past 1 year.
<p><b>Part B:</b></p> <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals</p>		
EVALUATION CRITERIA		Maximum Points
I	<b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b>	
A	<p><b>Financial Experience:</b></p> <p>An annual average turnover from consultancy of INR 2 crore in the last three financial years i.e., 2020-21, 2021-22, 2022-23 – 3 point</p> <p>Additional 2 points for an annual average turnover from consultancy of above INR 2 crore in the last three financial years i.e., 2020-21, 2021-22, 2022-23</p>	5
B	<p><b>Technical Experience:</b></p> <p>i) At least 2 (two) similar assignments amounting to Rs. 50.00 Lakhs. – 2 Points (additional 1 point per project to a max. of 5 points)</p> <p>ii) At least 1 Similar assignment of externally aided project in India in any sector – 2 points (additional 1 point per project to a max. of 5 points)</p> <p>iii) At least 1 similar project in the North East India Region – 2 point</p> <p>iv) Empanelled with DIPR, Assam or DAVP or INS accredited – 3 points</p>	15
<b>Total Points (Criteria-I)</b>		<b>20</b>
II	<p>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <p>Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts }</p>	<b>Maximum Points</b>
	<b>Evaluation Sub Criteria</b>	
A	Technical Approach and Methodology	10
B	Work Plan	10
C	Organisation & Staffing	10
<b>Total Points (Criteria-II)</b>		<b>30</b>

	<table><tr><td>III</td><td><b>Key Experts’ qualifications and competence for the Assignment:</b> <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant. Staffing requirement mentioned in the table below is the minimum requirement for the consultancy assignment. Consultants may add any expert if required based on their proposed methodology. However, any added position shall not be considered for evaluation.}</i></td><td><b>Maximum Points</b></td></tr><tr><td>1</td><td>Team Lead</td><td>10</td></tr><tr><td>2</td><td>Creative &amp; Content Head</td><td>10</td></tr><tr><td>3</td><td>Graphic Designer</td><td>5</td></tr><tr><td>4</td><td>Cinematographer &amp; Photographer</td><td>5</td></tr><tr><td>5</td><td>Social Media Executive</td><td>5</td></tr><tr><td>6</td><td>Video Editor</td><td>5</td></tr><tr><td>7</td><td>Assistant Content Developer/Language Experts (Assamese)</td><td>5</td></tr><tr><td>8</td><td>Assistant Content Developer/Language Experts (Bengali)</td><td>5</td></tr><tr><td></td><td><b>Total Points (Criteria-III)</b></td><td><b>50</b></td></tr></table> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 20%</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in similar assignments): 70%</p> <p>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%</p> <p><b>Total weight: 100%</b></p> <p><b>Total points for the four criteria (I, II &amp; III): 100</b></p> <p><b>The minimum technical score (St) required to pass the technical bid evaluation stage and qualify for the opening of financial bid is: 75%</b></p>	III	<b>Key Experts’ qualifications and competence for the Assignment:</b> <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant. Staffing requirement mentioned in the table below is the minimum requirement for the consultancy assignment. Consultants may add any expert if required based on their proposed methodology. However, any added position shall not be considered for evaluation.}</i>	<b>Maximum Points</b>	1	Team Lead	10	2	Creative & Content Head	10	3	Graphic Designer	5	4	Cinematographer & Photographer	5	5	Social Media Executive	5	6	Video Editor	5	7	Assistant Content Developer/Language Experts (Assamese)	5	8	Assistant Content Developer/Language Experts (Bengali)	5		<b>Total Points (Criteria-III)</b>	<b>50</b>
III	<b>Key Experts’ qualifications and competence for the Assignment:</b> <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant. Staffing requirement mentioned in the table below is the minimum requirement for the consultancy assignment. Consultants may add any expert if required based on their proposed methodology. However, any added position shall not be considered for evaluation.}</i>	<b>Maximum Points</b>																													
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4	Cinematographer & Photographer	5																													
5	Social Media Executive	5																													
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7	Assistant Content Developer/Language Experts (Assamese)	5																													
8	Assistant Content Developer/Language Experts (Bengali)	5																													
	<b>Total Points (Criteria-III)</b>	<b>50</b>																													
21.1 [for STP]	Not Applicable																														
	<b>Public Opening of Financial Proposals</b>																														
23.4	<b>An online option of the opening of the Financial Proposals is offered: Yes.</b> The electronic summary of the bid opening will be generated and uploaded																														

	online. The summary of the opening of Financial Proposal shall be uploaded in the e-procurement portal.
<b>23.5</b>	<p>Any interested party who wishes to attend this public opening should contact Sr. Procurement and Contract Management Specialist, AIWTDS and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p>
<b>25.1</b>	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country.</p> <p>During the Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract Amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
<b>26.1</b>	<b>Refer 16.4</b>
<b>27.1 (QCBS only)</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80, and</b></p> <p><b>P = 20</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<b>D. Negotiations and Award</b>
<b>28.1</b>	<b>Expected date and address for contract negotiations:</b>

	<p><b>Date:</b> 15<sup>th</sup> March, 2024</p> <p><b>Address:</b></p> <p>State Project Director, Assam Inland Water Transport Development Society, 3<sup>rd</sup> Floor, Directorate of Inland Water Transport, Near Ulubari, Flyover, Guwahati-781007</p>
<b>32.1</b>	The successful Consultant shall submit the Beneficial Ownership Disclosure Form.
<b>34.3</b>	<p><b>Expected date for the commencement of the Services:</b></p> <p><b>Date:</b> within 7 days from the date of signing of Agreement.</p> <p><b>Location:</b> Guwahati, Assam, India</p>
<b>35.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the Annex III of the “<a href="#">Procurement Regulations for IPF Borrowers</a>”. If a consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p><b>For the attention:</b> Mr. Gaurav Upadhyay, IPS</p> <p><b>Title/position:</b> State Project Director</p> <p><b>Client:</b> Assam Inland Water Transport Development Society</p> <p><b>Email address:</b> <a href="mailto:dir.iwtds-as@gov.in">dir.iwtds-as@gov.in</a></p> <p>In summary, a procurement-related complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this Request for Proposal;</li> <li>2. the Client’s decision to exclude a consultant from the procurement process prior to the award of contract; and</li> <li>3. the Client’s decision to award the contract.</li> </ol>



### Section 3. Technical Proposal – Standard Forms

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

#### Checklist of Required Forms

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

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

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

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.

- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

---

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

## Form TECH-2 (For Full Technical Proposal Only)

### CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

#### A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

#### B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last [.....]years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

## **Form TECH-3 (for Full Technical Proposal)**

### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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

#### **A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

#### **B - On Counterpart Staff and Facilities**

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

## Form TECH-4 (for Full Technical Proposal Only)

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

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

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

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

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

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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



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



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

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

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization.

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

Full time input   
Part time input 

## Form TECH-6 (Continued)

### CURRICULUM VITAE (CV)

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

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

---

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

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

**Membership in Professional Associations and Publications:**

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

---



## **Form TECH-7 (for Full Technical Proposal Only)**

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

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

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

**Form TECH-7 (for Simplified Technical Proposal Only)**  
**Code of Conduct**  
**Environmental, Social, Health and Safety (ESHS)**

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

## Section 4. Financial Proposal - Standard Forms

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

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- |       |  |
|-------|--|
| FIN-1 | Financial Proposal Submission Form   |
| FIN-2 | Summary of Costs   |
| FIN-3 | Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method |
| FIN-4 | Reimbursable expenses  |

**Form FIN-1****FINANCIAL PROPOSAL SUBMISSION FORM**

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

---

{Location, Date}

To: [Name and address of Client]

---

Dear Sirs:

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

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

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

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

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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

---

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

We remain,

Yours sincerely,

---



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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

## Form FIN-2

### Summary of Costs

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

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

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

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

## Form FIN-3

### Breakdown of Remuneration

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

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

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

	Total Costs							

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

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

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

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

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

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

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

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

**Sample Form (Not Applicable)**

Consultant:  
Assignment:

Country:  
Date:

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

We hereby confirm that:

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

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

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

\_\_\_\_\_  
Date

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

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



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

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

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

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

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

## Form FIN-4

### BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

B. 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): \_\_\_\_\_[list country/countries following approval by the Bank to apply the restriction *or* state “none”]

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

## Section 6. Fraud and Corruption

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

## Section 7. Terms of Reference

### TERMS OF REFERENCE FOR HIRING OF IEC CONSULTANCY SERVICES FOR COMMUNICATION, CREATIVE DESIGNING, VIDEO PRODUCTION AND SOCIAL MEDIA MANAGEMENT

#### 1. BACKGROUND:

- 1.1 The Government of Assam (GoA) plans to transform the quality of Inland Water Transport services and integrate high-quality passenger and vehicle ferry services into the state's wider transport network systems.
- 1.2 The Government of Assam (GoA) with support from the World Bank has taken up the Assam Inland Water Transport (AIWT) project to improve the quality of inland water transport services and integrate high quality passenger and vehicle ferry services in the Brahmaputra and Barak river, ensuring a safe, sustainable and reliable mode for the myriads of commuters across the state. To modernize IWT sector, the World Bank is financing/assisting the GoA through a phase- wise project, which includes up gradation of ferry Infrastructure, Fleet Modernization, institutional capacity development etc.
- 1.3 A society in the name and style of 'Assam Inland Water Transport Development Society' has been formed by GoA under the Transport Department, to support implementation of the WB Project. In an attempt to weave sustainability into the state's climate agenda, the project will not only promote the use of Inland Waterways as an eco-friendly, cost-effective, and convenient mode of transport for citizens but also drive regional & economic development for Assam and its neighbouring states.
- 1.4 **The Project Development Objectives (PDO) of AIWT Project is:**
  - A) To improve passenger ferry infrastructure and services in Assam.
  - B) To strengthen the institutional capacity and framework of DIWT, Assam.
- 1.5 **Project Component 1- Institutional, regulatory and safety strengthening**
  - a) Technical Assistance: (i) Carrying out technical assessments/studies to prepare an integrated state-wide inland water transport (IWT) strategy and investment plan, to mainstream inland water transport and promote multi-modal integration and last mile connectivity; (ii) carrying out environmental and social impact assessments in relation to inland water transport investments financed under the Project; (iii) carrying out studies on weaknesses, institutional requirements and business plans for the IWT sector, to prepare institutional reforms including basic legislation for the strengthening of Assam Inland Water Transport Regulatory Authority ("AIWTRA") to develop and enforce safety, environmental and economic regulations for the IWT sector; (iv) unbundling shipping/ferry and terminal operations in Assam by establishing and operationalizing the Assam Inland Waterways Company Limited (AIWCL), developing business plans therefor, and providing technical assistance/guidance during the initial years of operations; and (v) undertaking assessment on, and eventually strengthening, the institutional capacity of the Directorate of Inland Water Transport Assam ("DIWTA")

including establishing a new hydrography unit, carrying out job-mapping exercises and developing sector competencies (training and re-skilling).

- b) Safety Management: (i) Assessing, procuring and deploying navigations aids in the Brahmaputra and Barak rivers to allow 24-hours/night navigation services in the most trafficked routes/crossing points; and (ii) establishing a search and rescue organization, piloting an emergency response system (including developing policies and procedures, procuring equipment and setting up/supporting management and operation teams), and improving existing systems for emergency preparedness for natural disasters and climate change.

#### **1.6 Project Component 2- Fleet safety improvements and modernization**

- a) “Jibondinga” incentive scheme: Implementing the “Jibondinga” incentive scheme retrofitting of existing vessels and/or new vessel acquisition by private boat/ferry operators through the provision of Matching Grants.
- b) Procurement of New Vessels and Retrofitting of Existing Public Vessels: (i) Procuring approximately twenty (20) passenger ferries for ASC, with capability for carrying motorcycles and cargo, as well as providing longer haul services; (ii) retrofitting existing vessels operated by DWITA and/or ASC; and (iii) repurposing old public vessels for the provision of alternative (non-transport) critical public services (e.g. mobile clinics, schools, libraries, etc.).

#### **1.7 Project Component 3- Improvement in Terminal Infrastructures.**

- a) Provision of Priority Terminals and Repair Facilities: Designing and constructing approximately three (3) priority mid- to large-size terminals and repair facilities in congested river crossings, as per standard modular designs for scalable infrastructure adaptable to rural and urban areas and following the “working with nature” approach.
- b) Provision of Smaller Terminals: Designing and constructing at least four (4) small and mainly rural terminals, as per standard designs for modular and scalable infrastructure adaptable to rural and urban areas.
- c) Component 3 will provide standard designs for modular and scalable infrastructure that can be adapted for other urban and rural ferry terminals. It also includes ancillary infrastructure such as road access, terminal buildings, and other amenities for the differently abled, women, children, old, and infirm.

#### **1.8 Project Component 4- Project Management Support**

- a) This component will support implementation of the above three components and provide for costs on project preparation, implementation, coordination, and monitoring and evaluation (M&E). An important element of the component would support capacity augmentation and policy support on climate mitigation and adaptation through consultancies, knowledge events, and staff training, and so on.
- b) The activities supported under the component specifically include the following: Providing support for Project implementation, coordination, monitoring and evaluation, through: (i) establishing and ensuring the operability of AIWTDS, including the provision of training, staffing, office modernization and equipment; (ii) ensuring the operability of the AIWTRA, including the provision of training, staffing, office and equipment; (iii) providing technical assistance and management



support, including hiring the services of the General Consultant and the Independent Verification Agency; (iv) carrying out Project audits; and (v) setting up monitoring and evaluation systems.

### **1.9 Project Beneficiaries**

The four main beneficiary groups of the project are the users of ferry services throughout the state of Assam, through better and safer services; private vessel owners through fleet modernization and upgrading of the existing fleet to better safety and service standards for operations under a strengthened regulatory regime; government employees in the institutions of the sector who will be trained to fulfill more effective and focused roles in the new institutions in industry; and the citizens of Assam who will benefit from the more efficient and effective public governance of the sector.

## **2. COMMUNICATION CONTEXT**

- 2.1 The Inland Water Transport (AIWT) systems of Assam has the potential to be a major mode of transportation in the state, but it is currently underutilized. There are a number of reasons for this, including lack of awareness on the economic, social and environmental benefits of Inland Water Transportation systems, limited information dissemination on the state-of-the-art facilities, technological and infrastructural interventions envisioned for Assam, Inland Waterways under the AIWT project, and competition from other modes of transportation like roadways, railways and airways.
- 2.2 Communications Outreach will be an integral component in achieving the desired outcomes of the AIWT project. It will help increasing awareness among citizens on the modernized IWT sector of the state, highlighting the economic and social benefits ensured by the IWT sector; authentic and transparent information dissemination on project achievements, goals and timelines; encouraging behavioural change of passenger and crews ensuring compliance and regulation of safe navigating standards as determined by IWT authorities.
- 2.3 The Communications Outreach interventions of the AIWT will be tailored in context to the specific needs of the target audience. By implementing effective communications outreach, AIWT can increase awareness of its benefits and attract more users.

## **3. CITIZEN ENGAGEMENT**

- 3.1 CE for the AIWTP includes stakeholder/community consultations, a multilevel GRM, and beneficiary survey on draft designs for the terminals to be constructed/upgraded (Component 3), including activities listed under other components. Citizen engagement (CE) has been effectively incorporated throughout the project's preparation stage via. Stakeholder mapping, analysis, and detailed consultations with relevant stakeholders and beneficiaries. Their valuable input has been integrated into diverse assessments and strategies. CE will continue to be a cornerstone throughout the project implementation phase. On February 7, 2019, a public consultation was organized to discuss the draft RPF-cum- IPDF at Majuli (Jorhat division) with the affected community and stakeholders. A workshop was organized to discuss the draft IPDP-cum-RAP in Guwahati (Guwahati division) on June 7, 2019. Various methods of CE including citizens' charter and user satisfaction survey has also been carried out to improve the development results and reduce community grievances during the

implementation stage. A Stakeholder Engagement Plan has been prepared to ensure that effective consultations and community feedback are continued throughout the project cycle.

- 3.2 These efforts will be complemented by extensive communication outreach activities and effective awareness on grievance redress mechanism. Sustained engagement can bring about change in behavioural pattern of the targeted audience. Specific Citizen Engagement activities has to be designed and executed in all the 3 targeted project divisions (Guwahati, Jorhat & Silchar).

#### **4. COMMUNICATION OBJECTIVES**

- a) To increase public awareness and information dissemination on project interventions and benefits envisioned under the Assam Inland Water Transport (AIWT) Project.
- b) Provide a high level of visibility to the AIWT Project through branding, tools and a comprehensive communications campaign.
- c) Communicate messages to the targeted audience segments tailored to various IEC mediums on various services offered by IWT, Assam including ferry operations, e-ticketing, riverine terminals, night ferries, tourism opportunities, amongst others.
- d) Emphasize the advantages of using inland water transport, such as reduced congestion on roads, environmental sustainability, cost-effectiveness, and faster transportation for both people and goods.
- e) Develop targeted messaging for different segments of stakeholders of Assam IWT, including ferry operators, commuters, tourists, businesses, government department & agencies and local communities.
- f) Educate public about the safety measures and guidelines regulated by IWT, Assam to ensure a safe and secure experience for passengers while availing the Inland Water Transport systems.
- g) Address any misconceptions, concerns related to inland water transport, such as reliability, accessibility, and convenience, by providing accurate information and case studies.
- h) Utilize digital platforms, including social media, websites, and mobile services, to reach a wider audience and provide real-time updates on services, schedules, and any other relevant information.
- i) Support the development of creative and knowledge products based on learnings from the Project.

#### **5. IEC & COMMUNICATION CONSULTANCY**

PMU-AIWTDS (herein referred as “Client”) intends to hire a Comprehensive IEC Consultancy (herein referred as “Consultant”) to support the implementation of all IEC related activities under the project. The Consultant will be responsible for the overall design, content development, digital media management, production of videos and documentation to support the project which is being implemented by the Client.

A broad Communications Strategy and Outreach Plan has been outlined for the project which details out all the tentative IEC activities which is necessary to create awareness about the project and its components.

The Consultant will be supporting the Client for the operationalization of the communication approach on the ground. The Consultant is expected to (i) Develop the messages needed for the IEC activities; (ii) Prepare social media plan and manage the social media platforms (iii) Productions of videos. As part of the implementation, the Consultant will also be expected to develop creative collaterals and other content for the IEC activities as the Communication and Outreach Plan. An indicative list of expected collaterals has been included in Minimum Target Requirements of IEC Materials in Clause No. 12. The communications activities will have full coverage across the State of Assam.

## 6. SCOPE OF WORK

Broadly the scope of services of the Consultant will include the following deliverables:

### 6.1 Task 1: Inception Report

This report should highlight the Consultant's understanding of the project background, objectives, its sub-components, activities, and intended outcomes. The report should include the Consultant's understanding of objective of the assignment, target districts/locations, stakeholders, probable challenge, and recommendations. The inception report should elaborate the proposed approach and methodology that will be adapted for implementation and completion of the assignment.

The detailed Inception Report should include the following:

- Identified challenges.
- Segmenting stakeholders based on their positions and level of engagement.
- Approach and Methodology
- Communication Outline and messaging
- Creative template and layout
- Work plan with timeline
- Any other suggestions for the successful implementation of the assignment

### 6.2 Task 2: Design and develop Creative Content:

a) Design key messages and creative content in different mediums to inform and educate various stakeholders and beneficiaries of the project about the project benefits, service provisions, process of availing the services, details on the roles & responsibilities, key interventions, mechanism of grievance redressal, etc. The creative collaterals are expected to include but not be limited to:

- i. **Collaterals needed for ongoing outreach activities and events** including posters, banners, standees, graphics, short videos, PowerPoint presentations, Hoardings, vehicle branding, etc.
- ii. **Design merchandise** calendar, diary, visiting cards, T-Shirts, Caps, innovative mementoes, certificates, note pads, folders, etc.
- iii. **Materials for different media/target audiences**, information card, infotainment scripts for TV/radio spots, brochures, leaflets and other materials. The messages, tools and materials may need to be modified/improved periodically based on review/monitoring reports.
- iv. **Translations** of content in Assamese and Bengali

b) Design Branding Materials:

- i. **Tagline:** A tagline for Assam Inland Water Transport Project, that will be mentioned, constantly maintained and mentioned in all Communication Mediums.
- ii. **Color Palette:** The brand's color palette should revolve around blue hues representing the water, which evokes a sense of tranquility, trust, and reliability. Complementing the blues are fresh greens, symbolizing the flourishing environment and sustainable approach of the project.
- iii. **Typography:** A chosen font for “**heading, titles and text body**” for all communicated collaterals. The combination should ensure readability and adds a touch of sophistication to project communication materials.
- iv. **Brand Guideline:** A comprehensive set of brand guidelines to be developed to maintain consistency across all project-related communications. These guidelines ensure that the logo, colours, and fonts are used correctly, regardless of the medium, be it print materials, digital platforms, or promotional items.

### 6.3 Task 3: Video Production

- a) Designing and Production of quality videos (Documentaries, Animated, Short films/videos, etc.) content on various themes as per the need of Client.
- b) Script writing and Story boarding based on the content and briefing shared by Client. Obtain prior approval on the script from the client before the production.
- c) Video post-production services should include non-linear editing and post production finishing /2D and 3D images composting as outlined below:
  - ✓ **Editing Services:** non-linear editing stations capable of importing and exporting standard definition digital (SDI) video, analogue (component) SD video, high definition (SDI-HD) video and HD video files. The Consultant must be proficient with experiences in providing professional, commercial, and industrial postproduction services.
  - ✓ **Composition Services:** including colour correction, transitions, chroma keying, mattes, masks, corner-pinning, motion tracking, and motion graphics. The Consultant should have the ability to provide video image processing with the following operational requirements: 2D & 3D composing, Keyframe animation, Motion Graphic Creation, Painting & Re-texturing, Input and output files in SD and HD resolutions.
  - ✓ Custom made renderings and animations with actual high resolution videos shoots including aerial photography via drone camera wherever it is necessary for demonstration.
  - ✓ The final submission shall be in the form of a documentary/ shoot based/ animated movie and voice over in English, Assamese, Bengali as per requirement.
- d) All the raw data, 3D visualization models and graphics with the final output shall be the ownership of Client and the same has to be submitted along with the final submission.

- e) The proof reading, correct translation and final vetting of the language renditions would be the sole responsibility of the Consultant.

#### 6.4 **Task 4: Develop and pre-test appropriate messages, tools, and materials**

This will include the following activities:

- a) Undertake pre-testing of the communication messages and toolsets across all targeted communities to assess the efficacy of the messages and tool-sets, and wherever required refine/adapt the message content to finalize the messages and their methods of delivery. Accordingly create customized communication materials to carry these messages to all sections of the society, with special emphasis of strengthening outreach to vulnerable population.
- b) Pre-test IEC skill development modules at least among 2 stakeholder groups in two different districts

#### 6.5 **Task 5: Social Media Content Creation and Management**

The services provided would be:

##### **a) Activation & Setup**

- i. Audit of the current social media pages and handles and creation of associated page.
- ii. Analyzing the presence w.r.t. digital parameters.
- iii. Analyzing the engagement ratio on the social media platforms.
- iv. Remarks available over social media platforms w.r.t. different categories of work undertaken by AIWTDS.
- v. Analyzing the other departments' presence on social media platforms (both State and National level departments).

##### **b) Execution and Controlling Measures**

- i. A predefined social media plan and content calendar for each social media platform inclusive of Content creation and management, giving effective content marketing.
- ii. Social Media Management will include planning, creating, and posting with innovative outreach campaigns.
- iii. Social Media Optimization, including maintaining, promoting, monitoring, and leading all the social media platforms (Facebook, Twitter, Instagram and YouTube) through effective and comprehensive IEC (Information, Education and Communication) strategies.
- iv. Adequate use of Social Media algorithms, keeping the trends in mind and leading the onsite and offsite support team.
- v. Preparing the social media communication strategy for effective promotion.
- vi. Increasing the followers, likes & subscribers organically, using proper hashtags, tagging relevant people and community, creating engaging content.
- vii. Managing live events through social media platforms involving professional and technical support team.
- viii. Monitoring: online media, information sources and social channels
- ix. Interaction with users- community engagement, replying to comments and other online engagement activities.

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- x. Designing and conducting interactive social media contents like, surveys, quizzes, opinion polls, game shows, trivia, digital contest etc. in consultation with the Client.
  - xi. Publicize all cultural and planned events on all the social media platforms of AIWTDS.
  - xii. Highlighting the national and international events, seminars, workshops and achievements on all the social media platforms or as suggested by the Client
  - xiii. Repackaging of the project-related contents(reports, videos, and photographs) into suitable formats (case stories, visual, audio-visual, and others).Uploading of the repackaged and creative content on various social media platforms such as the AIWTDS Facebook, Instagram, Twitter, YouTube, etc. including public platforms accessed by the rural and riparian communities.
  - xiv. Uploading of project-related interviews, impact stories, training and awareness sessions, launching events, and any other project-related activities initiated by AIWTDS in official Social Media platforms.
  - xv. Conduct digital media audience polls, outreach assessment research, through social media handles.
  - xvi. Initiate Influencer Marketing across all Social Media handles by bringing in renowned social media influencers to communicate safety guidelines & best practices messages to targeted audience segments of IWT Assam.
  - xvii. To ensure that all content used for Social Media publicity is appropriate, and does not infringe intellectual property or any guidelines provisioned by state and central Governments.
  - xviii. The agency will be responsible for boosting of social media contents by increasing views, no. of likes, thereby ensuring its reach to the targeted audience segments (boosting should be approved by the Client).
  - xix. The agency would be responsible for enhancing reach for the curated messages on services, programs, and schemes contemplated by the DIWT, Assam on various social media platforms.
  - xx. The Agency will be responsible to conduct monthly analysis of the targeted social media reach in terms of geography, gender, content diversification etc. for all social media handles and share the same with AIWTDS every month.
  - xxi. Contests and operations: creative input, addition, starting up and monitoring, focusing on engagement and better results & reach.
  - xxii. Impressions and reach have to be increased for better branding and right targeting
  - xxiii. Engage with other local and national pages for maximizing the sharing of content from AIWTDS platforms
  - xxiv. Share and retweet relevant post of influential and important personalities
  - xxv. Sharing content through WhatsApp Bot.

**c) Social Media Monitoring & Query Management**

- i. The Agency will be responsible to monitor all the queries received across social media platforms of AIWTDS and the same must be replied to and

addressed within 48 working hours in consultation with AIWTDS and DIWT, Assam.

- ii. The Agency will conduct daily moderation of all platforms in order to deal with spam, unauthorized advertisements, inappropriate content etc.
- iii. The Agency shall use a good industry standard monitoring tool (like Hootsuite/Buffer/Local Response/Meltwater/Brandwatch or similar monitoring tool) for analyzing comments / remarks about the Department in various online media like e- newspapers, e-magazines, blogs, and social media platforms.
- iv. The Agency shall submit a monthly report to AIWTDS on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of the Department on the Social Media Platforms and the relevant outcome achieved. The components of the report would include, Social Traffic analysis Fan / follower growth / Comparative FB/Twitter Engagement Analysis.
- v. Content Analysis of the most engaging type of post which led to success on brand page Engaging Post Social Page Analysis.
- vi. Execute and manage a “Social Media Monitoring Program” on all Department’s Social Media platforms. The program will undertake monitoring across 50-100 keywords. The key language to be monitored will be English.
- vii. Other related and miscellaneous work includes providing monthly inputs for strategic campaigns.

**d) Deliverables**

- i. Minimum 2 new posts daily to be posted on Facebook, Instagram and Twitter
- ii. Regular infographic video creations for knowledge sharing. (Minimum 3 videos in a month).
- iii. GIF (minimum 2) in a week to share important messages/communication, festive/seasonal greetings, State/National/International important days, etc.
- iv. Tweets 3-4 in a day based on the news/updates/achievements, etc.
- v. Regular content submission on Quora and specific other Google platforms
- vi. ORM on a regular basis from 10 am to 6:30 pm (Monday to Saturday).
- vii. Co-ordinations with electronic media and print media and share relevant news and posts.

**6.6 Task 6: Project Cycle Communication**

- a) Work in close coordination with Communication and Media Specialist of the Client, Support Organizations, and other key Specialists to incorporate requirements of technical, environmental, and social components.

**6.7 Production** of success stories, conversion of success stories to case studies in formats that can be disseminated through different mediums and channels.

- a) Document and report regularly on all production work accomplished.
- b) Documentation of project activities: monthly photo and video documentation.
- c) Any other tasks assigned by the Client or Client’s representative.

**7. Ethical Issues and Guidelines**

- a) The cultural sensitivities, religion, language sensitivities, gender issues etc. should be kept in mind while **designing, pre-testing and roll-out** of communication tools.
- b) The communication tools designed should keep in mind the accessibility of the disabled section of the society (Physical, learning, digital, etc.).
- c) Designs, scripts, storyboard should be original and not be copied or duplicated from any other sources. Music/ background score should be original or tracks that doesn't have copyright issues.
- d) All IEC interventions should be guided and supported by evidence, by triangulating latest communication research data and evaluation studies.
- e) Ensure a more responsive and decentralized approach, the target populations should be involved at various stages i.e., from the development of communication tools and interventions to their implementation.
- f) Supporting the networking and convergence with other line departments and key stakeholders will be another key guideline to be followed in implementation of the communication strategy and outreach plan.

## 8. CONSULTANCY PERIOD

The tentative period of the consultancy shall be **till 31<sup>st</sup> December, 2024** from the effective date of the contract. The Client will monitor the performance of the consultant on regular basis. The Contract will be renewed basis satisfactory performance offered by the Consultant and on mutual consent of the Client and the Consultant.

## 9. REPORTS REQUIREMENT

- a) The consultant shall submit work completion reports with impact analysis of the activities undertaken Monthly, Quarterly and Annually. The Client will give comments/feedback on the reports submitted and the consultant shall accordingly plan the next action plan. Reports are to be furnished in hard copies along with soft copies in PDF as well as in MS Office applications by 5<sup>th</sup> of every month.
- b) Consultant will be required to make a power-point-presentation, indicating summary of activities, recommendations, implementation plan, constraints, etc. after submission of each report at mutually agreed time & date(s).
- c) All soft and hard copies of documents, reports, tools and materials developed and submitted by the consultant is the property of Client and the Consultant do not have any rights to copy, retain, reproduce, use the documents, reports, tools and materials without express written approval of Client. The consultant has to, not later than upon termination/foreclosure or expiration of the contract, deliver all soft (original form) and hard copies to Client, together with a detailed inventory thereof and the same will be approved by the Client.

## 10. CORE TEAM QUALIFICATION & EXPERIENCE

Sl. No	Designation	Qualification & Experience	Job Responsibilities
1	Communication Specialist and Team Leader (1 position)	Master's degree/Graduate in Journalism, Mass Communications, Social Science, Management or Public Administration or related fields from any recognized	Responsible for leading the design and development task of IEC Implementation plan, Stakeholder Capacity Building, and relative



Sl. No	Designation	Qualification & Experience	Job Responsibilities
		university/Govt. approved institutions. Ten (10) years of work experience in preparing and implementing strategic Communication and media campaigns.	Implementation arrangements.  Responsible for overall coordination and delivery of work
2	Creative & Content Head (1 position)	Graduate in Journalism, Mass Communications, Social Science or Management, Fine Arts/Graphic Designing from any recognized university/ Govt. approved Institutions. Minimum 7 years of professional experience with proven record of developing, designing, and producing creative content for mass media campaigns across new and traditional media	Developing the concepts, content and designs for various IEC methods, material & tools with special focus on customized applicability to the concerned stakeholders.  Should be able to generate local resources, context, and materials for application in the IEC programmes.
3	Graphic designer (1 position)	Graduate in Mass communication, Fine Arts/Graphic Designing, or any other relevant subjects from a recognised university. At least 5 years of experience in Graphic designing, Animation for advertisements and similar work with good hold over CorelDraw, Photoshop, Illustrator, InDesign, and other latest software.	Responsible for developing the formats, designs and concepts of the IEC campaign for both print and electronic media. Should be capable of transforming the message and content in a form acceptable by the stakeholder
4	Cinematographer & Photographer (1) and Video Editor (1 position)	Graduate in Mass communication or any other relevant subjects from a recognised university. At least 7 years of experience in in the field of film/audio production & photography	Responsible for audio & visual, planning, shooting, editing and production and photo documentation. Overall conceptualising, visualising, developing, and delivering audio & visuals requirement of the assignment. Visit fields for photo & video documentation.
5	Assistant Content Developer/Language Experts (2 Positions) (Assamese/Bengali)	Graduate/ master's degree/ in language/ Mass communication or any other relevant subjects from a recognised university. At least 3 years of experience working with Govt. organizations, projects, and assignments.	Responsible for content development and translations from English to other local language and add a touch of local culture and context to the IEC messages and materials developed and make it relevant for the stakeholders to understand.
6	Social Media	Master's/Bachelor's degree in	Responsible for auditing

Sl. No	Designation	Qualification & Experience	Job Responsibilities
	Executive	<p>marketing, communications, public relations, journalism, or a related field is preferred.</p> <p>At least 3 years of experience in working with Govt. organizations, projects, and assignments with proven track record of success in social media management and digital marketing. Experience in managing social media accounts for organization, businesses or brands, demonstrating growth, engagement, and conversion metrics, is highly valued.</p> <p>Should have strong understanding of digital marketing principles, including SEO, SEM, email marketing, content marketing, and analytics is essential. In-depth knowledge of various social media platforms (e.g., Facebook, Twitter, Instagram, LinkedIn, YouTube &amp; Quora) and their respective best practices is crucial. Proficiency in creating various types of content such as written posts, images, videos, infographics, etc., tailored to different platforms and target audiences. Ability to analyze social media metrics and use data-driven insights to optimize campaigns, improve engagement, and demonstrate ROI</p>	social media handles of AIWTP and AIWCL, creating engaging content, managing social media accounts, and utilizing social media management tools.

## 11. SERVICES TO BE PROVIDED BY THE CLIENT

The Client would provide the consultant the following:

- Project Appraisal Document (PAD), Environment & Social Management Framework (ESMF), Stakeholder Engagement Plan (SEP), Baseline Survey Report, User satisfaction Survey Report, Communication Strategy & Outreach Plan and other relevant documents.
- Access to relevant available data that is required to fulfil the tasks outlined in the ToR.
- Ensuring, where appropriate cooperation of concerned line departments/agencies for smooth conduct of the assignment

## 12. INDICATIVE REQUIREMENT OF IEC MATERIAL

The indicative requirements of IEC materials are given below, as the actual type and number of various creative outputs may be modified during the implementation as per requirements and suggestion proposed by the Consultant and as accepted by Client.

#### A. Tentative List of Creative

Sl. No.	Item	Language	Tentative Quantity	Specification	Scope of Work
1	Leaflet on Jibondinga	Assamese & Bengali	1	A5 sized Multicolor leaflets, both side design	Content development, Design layout and translation
2	Leaflet on Assam Inland Water Transport Project (AIWTP)	Assamese, Bengali & English	1		
3	Leaflet on Assam Inland Water Transport Company Ltd.	Assamese, Bengali & English	1		
4	Hoarding on Assam Inland Water Transport Project (AIWTP)	Assamese, Bengali & English	2	Size: 20ft (w) x 10ft (h)	
5	Hoarding on Assam Inland Water Transport Company Ltd.	Assamese, Bengali & English	1		
6	Hoarding Jibondinga	Assamese & Bengali	1		
7	Hoarding on Terminal design	English	5		
8	Brochure on Assam Inland Water Transport Project (AIWTP)	Assamese, Bengali & English	1	4 pager, A4 Size multicolour Brochure	
9	Brochure on Assam Inland Water Transport Company Ltd.	Assamese, Bengali & English	1		
10	Standee on Safety Guidelines	Assamese, Bengali & English	5	Size: 3ft (w) x 6ft (h)	
11	Standee on Ferry services	Assamese, Bengali & English	2		
12	Standee with Project details	Assamese, Bengali & English	3		
13	Standee on Assam Inland Water Transport Company Ltd.	Assamese, Bengali & English	2		

Sl. No.	Item	Language	Tentative Quantity	Specification	Scope of Work
14	LED Van branding for Road show	Assamese, Bengali	2	407 truck or a similar model with full innovative static branding	
15	Entrance Gate for various AIWTDS events	Assamese, Bengali & English	8	W x H = 18 feet x 20 ft	
16	Box pillar standee	Assamese, Bengali & English	4	Rectangular shape, Size: 1ft x 8ft, all four side branding	
17	Tent card with project details	English	2	A5 sized Multicolor, pyramid shaped tent card with both side branding	
18	Tent card with company details	English	2		
19	Coffee Table Book	English	1	Size: 27.5cm X 27.8cm Between 180 –200 pages Multicolour design with photographs	a) Conceptualization creation/generation, designing, lay-out, photo-text content development, illustrations editing b) Photo research, photography, photo sourcing, photo-selection, photo

Sl. No.	Item	Language	Tentative Quantity	Specification	Scope of Work
					correction. Only original photos are acceptable. c) Text-content development editing of contents, preparing the design/layout and it's editing & copy writing for the project. d) Design the overall look of the book
20	Emailers	English	30	Ratio: 2:2	Conceptualization creation/generation, designing, lay-out, photo-text content development, illustrations editing
21	Banners for events & activities	Assamese, Bengali & English	20	Size: 6ft x 4ft Size: 8ft x 6ft	Content development, Design layout and translation
22	Airport Branding Creative	English	3	Static design, ratio: 2:1 & 2:2	
23	Railway Station Branding Creative	Assamese, Bengali & English	5		
24	Newspaper Advertisement	Assamese, Bengali & English	8	Quarter page, color advertisement	

Sl. No.	Item	Language	Tentative Quantity	Specification	Scope of Work
				Half Page, color advertisement	
				Full Page, color advertisement	
25	Certificate Design	English	20	A4 size multicolour, single page	Content development, Design layout
26	Invitation card design	Assamese, English		A5 size single page, both side design, multicolour	Content development, Design layout and translation
27	Poster design with GRM details	Assamese, English, Bengali	1	A3 size single page design, multicolour	Content development, Design layout and translation
28	Poster design with on E-Ticketing services	Assamese, English, Bengali	1	A3 size single page design, multicolour	Content development, Design layout and translation
29	Creative highlighting marketing objectives and services under AIWCL	Assamese, English, Bengali	10	A3 size single page design, multicolour	Content development, Design layout and translation
30	Newsletter documenting success stories and best practices	English	10	A4 size 12-24 pages design, multicolour	Content development, Design layout and translation

### B. Tentative List of Videos

Sl. No	Topics	Specification	Language	Tentative Quantity
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Sl. No	Topics	Specification	Language	Tentative Quantity
1	Awareness video on Assam Inland Water Transport Project (AIWTP)	3-5 mins, Live shoot Video with motion graphics, animation, Narration and subtitle	Narration Assamese, Bengali & English Subtitle in English	1
2	Awareness video on Assam Inland Water Transport Company Ltd. (AIWCL)	3-5 mins, Live shoot Video with motion graphics, animation, Narration and subtitle	Narration Assamese, Bengali & English Subtitle in English	1
3	Demonstrative video on GRM mechanism	3-4 mins video with motion graphics, animation, Narration and subtitle	Narration Assamese & Bengali Subtitle in English	1
4	Demonstrative video on Safety guidelines	3-4 mins video with motion graphics, animation, Narration and subtitle	Narration Assamese & Bengali Subtitle in English	1
5	"Jibondinga: Jibondharar Kotha" Video series documenting success stories of Jibondinga which will also include women beneficiaries.	Live shoot with graphics, Narration and subtitle	Narration Assamese & Bengali Subtitle in English	10
6	Tutorial video for capacity building of Jalsahayak to brief them on how to guide the passengers on the emergency procedures and emergency numbers, availability of life saving equipment using guidelines in IWT Assam.	3-4 mins, Live shoot Video with motion graphics, animation, Narration and subtitle	Narration Assamese & Bengali Subtitle in English	1
7	Awareness video to promote the services of Jalsahayak	3-4 mins, Live shoot Video with motion graphics, animation, Narration and subtitle	Narration Assamese & Bengali Subtitle in English	1
8	Tutorial video on Operation & Maintenance of	3-4 mins, Live shoot Video with motion graphics, animation, Narration and	Narration Assamese & Bengali Subtitle in English	1

Sl. No	Topics	Specification	Language	Tentative Quantity
	Marine Engine for Jibondinga Training	subtitle		
9	Tutorial video on Night Navigation	3-4 mins, Live shoot Video with motion graphics, animation, Narration and subtitle	Narration Assamese, Bengali & English Subtitle in English	1
10	Tutorial video for Crew Training	Live shoot Video with motion graphics, animation, Narration and subtitle	Narration Assamese & Bengali Subtitle in English	1
11	Tutorial video on operation & Maintenance of SAR, Tug Boats, Catamarans	3-4 mins, Live shoot Video with motion graphics, animation, Narration and subtitle	Narration Assamese & Bengali Subtitle in English	3
12	Short videos for branding at LED screens at Airport and Railway station branding	10-20 secs, Live shoot Video with motion graphics, animation, Text overlay	English, Assamese & Bengali	5
13	Short videos for LED screen in Catamaran	30-60 secs, Live shoot Video with motion graphics, animation, Narration and subtitle	English, Assamese & Bengali	
14	Impact of Plastic Pollution on marine life in rivers	3-4 mins video with animation, stoke footage, shoot, motion graphics, narration and subtitle	English, Assamese & Bengali	1
15	Practical tips on reducing plastic use and proper waste disposal	3-5 mins, Live shoot Video with motion graphics, animation, video bytes, text overlay and subtitle	English, Assamese & Bengali	1
16	Video and photo documentation of all events/activities organized by AIWTDS with event highlights and bytes from participants and	3-5 mins, Live shoot Video with motion graphics, animation, video bytes, text overlay and subtitle	English	As per requirement



Sl. No	Topics	Specification	Language	Tentative Quantity
17	Night navigation services benefiting women and vulnerable	5 mins, Live shoot Video with motion graphics, animation, video bytes, text overlay and subtitle	Assamese	1
18	Testimonial video of beneficiaries, service providers, labourers, etc.	60 sec video each with motion graphics, animation, video bytes, text overlay and subtitle	Assamese & Bengali	20
19	Video documentation on initiatives taken for Environment safeguard	5 mins, Live shoot Video with motion graphics, animation, video bytes, text overlay and subtitle	Assamese & English	1

### C. Tentative Social Media Plan

Content Type	Topic	Quantity
Static Post	Project information, Marketing communication, Crisis communication, Internal Communication	2 post per day
Gif	Project information, Marketing communication, Crisis communication, Internal Communication	2 in a week
Photo stories	Share photos of activities undertaken, work in progress, site visits, Real-time updates	Everyday
Video content	Project awareness video	3 videos per month
	Video bytes of beneficiaries	
	Video bytes of influencers	
	Video bytes of Department officials and key stakeholders	
	Mini Video blogs highlighting various environment and social compliances taken under the project	
Climate Talks	Informative content sharing tips on maintaining a sustainable environment	1 post per week
Jal Nayaks	Highlighting good practices adopted by the stakeholders and appreciate them by giving them recognition as 'Jal Nayaks' and share the post with their photo in Social media platform	Depending on participation
Influencer Engagement campaign	Share Photos & videos from Influencer's meet. Engage with influencers for content creation	Depending on participation
Online Photography Contest	Jolochitra- Jibon aru Nodir kaheni'. The participating contestants will have to capture stories of people through photographs -It can be any one who use the waterways for travelling/commuting,	One time contest

Content Type	Topic	Quantity
	business & trading, ferry operates, crew & staffs working at the ferry ghats, etc. The winner will be rewarded with cash award and the Top 5 photographs will be displayed in GGG and 4 other modular terminals for exhibition	
Trivia	Online quiz contest. A mascot of river dolphin will be created and it will be characterized as a Jaldoot. Basically someone who will act as a guide and share important information with the audience. Through this quiz contest we can share information as well as engage the audience	1 post per week
WhatsApp Bot for AIWTDS	Tailored messages as per target audience will be broadcast through WhatsApp bot	1 year subscription
Followers	Increase in number of followers both organically and through paid promotion (across all platforms)	Minimum 10% growth per month
Likes	Increase in number of followers both organically and through paid promotion (across all platforms)	Minimum 10% growth per month
Monitoring Report	Monthly social media monitoring and progress report	Per Month
Youtube	Upload all video produced in the YouTube channel of AIWTDS	
Quora	Content creation and submission	3 post weekly

### 13. TENTATIVE TIME INPUTS OF EXPERTS

Sl. No.	Position	Qty.	Man-months
1	Team Lead	1	9
2	Creative & Content Head	1	7
3	Graphic Designer	1	7
4	Cinematographer & Photographer	1	6
5	Social Media Executive	1	9
6	Video Editor	1	4
7	Assistant Content Developer/Language Expert (Assamese)	1	4
8	Assistant Content Developer/Language Expert (Bengali)	1	4

## **PART II**

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

#### **STANDARD FORM OF CONTRACT**

# **Consultant's Services**

## **Lump-Sum**

## **Preface**

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

## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

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

**Loan No.** P 157929

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

**Assignment Title:**     HIRING OF IEC CONSULTANCY SERVICES FOR  
                                     COMMUNICATION, CREATIVE DESIGNING, VIDEO  
                                     PRODUCTION AND SOCIAL MEDIA MANAGEMENT

**between**

Assam Inland Water Transport Development Society

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated:** \_\_\_\_\_

## I. Form of Contract

### LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Assam Inland Water Transport Development Society (AIWTDS) (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has applied for a loan from the *International Bank for Reconstruction and Development (IBRD)*: toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

## (c) Appendices:

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

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D, Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

---

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

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

---

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

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

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

*[Name of the lead member]*

---

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

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

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

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



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

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

## **2. Relationship between the Parties**

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

## **3. Law Governing Contract**

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

## **4. Language**

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

## **5. Headings**

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

## **6. Communications**

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

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

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

**7. Location**

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

**8. Authority of Member in Charge**

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

**9. Authorized Representatives**

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

**10. Fraud and Corruption**

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

**a. Commissions and Fees**

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

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

**11. Effectiveness of Contract**

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

**12. Termination of Contract for**

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

<b>Failure to Become Effective</b>	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.
<b>13. Commencement of Services</b>	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 <b>SCC</b> .
<b>14. Expiration of Contract</b>	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 <b>SCC</b> .
<b>15. Entire Agreement</b>	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.
<b>16. Modifications or Variations</b>	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.
<b>17. Force Majeure</b>	
<b>a. Definition</b>	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>b. No Breach of Contract</b>	17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default

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

**c. Measures to be Taken**

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

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

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

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

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

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

**18. Suspension**

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

**19. Termination**

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

provisions set up below:

**a. By the Client**

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

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

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the

Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

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

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

#### a. Standard of Performance

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

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

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

#### b. Law Applicable to Services

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

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

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

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

### 21. Conflict of Interest

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### a. Consultant Not to Benefit from

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to

<b>Commissions, Discounts, etc.</b>	<p>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.</p> <p>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.</p>
<b>b. Consultant and Affiliates Not to Engage in Certain Activities</b>	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p>
<b>c. Prohibition of Conflicting Activities</b>	<p>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.</p>
<b>d. Strict Duty to Disclose Conflicting Activities</b>	<p>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.</p>
<b>22. Confidentiality</b>	<p>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.</p>
<b>23. Liability of the Consultant</b>	<p>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.</p>
<b>24. Insurance to be</b>	<p>24.1 The Consultant (i) shall take out and maintain, and shall cause</p>



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

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

**28. Equipment, Vehicles and Materials**

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

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

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

**29. Description of Key Experts**

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

**30. Replacement of Key Experts**

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

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

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

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

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

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

acceptable to the Client.

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

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

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

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

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

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

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

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

**34. Change in the Applicable Law Related to Taxes and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

**35. Services, Facilities and Property of the Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**37. Payment Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

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

**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**39. Taxes and Duties**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract

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

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

**40. Currency of Payment**

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

**41. Mode of Billing and Payment**

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

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

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

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

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

foregoing process shall be repeated.

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

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

**42. Interest on  
Delayed  
Payments**

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

**G. FAIRNESS AND GOOD FAITH**

**43. Good Faith**

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

**H. SETTLEMENT OF DISPUTES**

**44. Amicable  
Settlement**

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

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

**45. Dispute  
Resolution**

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

## **II. General Conditions**

### **Attachment 1**

### **Fraud and Corruption**

*(Text in this Appendix shall not be modified)*

#### **1. Purpose**

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

#### **2. Requirements**

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

2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

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

or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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

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

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

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



### III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	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:</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): <a href="mailto:dir.iwtds-as@gov.in">dir.iwtds-as@gov.in</a></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><b>For the Client:</b> Additional State Project Director, Assam Inland Water Transport Development Society</p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	<b>Effective Date:</b> Date of signing of the Contract
12.1	<b>Termination of Contract for Failure to Become Effective:</b> The time period shall be one month from the date of signing of the Contract.
13.1	<p><b>Commencement of Services:</b> within 7 (Seven days) days from the date of signing of the Contract.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p><b>Expiration of Contract:</b></p> <p>The time period shall be till 31<sup>st</sup> December 2024.</p>

21 b.	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes</p>
23.1	<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>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p>(a) Professional liability insurance, with a minimum coverage of value equal to the total ceiling amount of the Contract;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of in accordance with the applicable law;</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</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.								
27.1	All Proprietary rights remain with the CLIENT								
27.2	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.								
32.1 (a) through (e)	Deleted								
32.1(f)	Deleted								
38.1	<p><b>The Contract price is:</b> INR_____ [insert amount as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</b></p> <p><b>The amount of such taxes is</b> _____ [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 shall reimburse the Consultant GST paid by them. However, consultant shall have to produce all relevant original documents of payment of such tax to the client at the time of raising the claim/ invoice for the same.</p> <p>Withholding Taxes as applicable in respect of this Contract for the Services provided by the Consultant will be withheld at source by the Client.</p>								
41.2	<p><b>The payment schedule:</b></p> <p>The payment under this Assignment shall be made, after due acceptance of the deliverables by the society, as per the milestones detailed below:</p> <table><tr><td>Sl. No.</td><td>Deliverables</td><td>Delivery Timeline from Date of Commencement of Services</td><td>% of Payment</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Sl. No.	Deliverables	Delivery Timeline from Date of Commencement of Services	% of Payment				
Sl. No.	Deliverables	Delivery Timeline from Date of Commencement of Services	% of Payment						

	<table><tr><td>1</td><td>Inception Report</td><td>Within 15 days</td><td>10%</td></tr><tr><td>2</td><td>Monthly Progress Report</td><td>Within 7<sup>th</sup> day of the next month</td><td>80% (Shall be paid on pro rata basis equally over a period of 9 months)</td></tr><tr><td>3</td><td>Work Completion Report</td><td>Within 1 month of completion of the period of service.</td><td>10%</td></tr></table>	1	Inception Report	Within 15 days	10%	2	Monthly Progress Report	Within 7 <sup>th</sup> day of the next month	80% (Shall be paid on pro rata basis equally over a period of 9 months)	3	Work Completion Report	Within 1 month of completion of the period of service.	10%
1	Inception Report	Within 15 days	10%										
2	Monthly Progress Report	Within 7 <sup>th</sup> day of the next month	80% (Shall be paid on pro rata basis equally over a period of 9 months)										
3	Work Completion Report	Within 1 month of completion of the period of service.	10%										
41.2.1	Not Applicable												
41.2.4	The accounts are:  [insert account].												
42.1	The interest rate is: 4 % per annum for each day of delay.												
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identification of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>The Indian Council of Arbitration, New Delhi</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>The Indian Council of Arbitration, New Delhi</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerning a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>The Indian</i></p>												

	<p><i>Council of Arbitration, New Delhi.</i></p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Indian Council of Arbitration, New Delhi</i>. to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendments thereof.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>Guwahati, Assam, India</i>;</p> <p>(b) the English language shall be the official language for all purposes;</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; and</p> <p>(d) The Arbitrator should give final award within 120 days of starting of the proceedings.</p> <p>Performance under the contract shall continue during the arbitration proceedings and payments due to the Consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p>

## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

.....

### APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....  
.....

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and,

in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”/

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### Model Form I

#### Breakdown of Agreed Fixed Rates in Consultant's Contract

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

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

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



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

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

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

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

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

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

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

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

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

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

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*[signature(s)]*

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

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

## **PART III**

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

## Notification of Intention to Award

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

For the attention of Consultant's authorized representative

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

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

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

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

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

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

## Notification of Intention to Award

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

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

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

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

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

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

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

### 1. The successful Consultant

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 5. How to make a complaint

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

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

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

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

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

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



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

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

Further information:

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

In summary, there are four essential requirements:

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

## 6. Standstill Period

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

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

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

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

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

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title/position:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

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

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

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

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

## Beneficial Ownership Disclosure Form

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

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

**To:** *[insert complete name of Client]*

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

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

**Details of beneficial ownership**

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

<i>nationality, country of residence]</i>			
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**OR**

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

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

**OR**

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

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

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

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

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

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

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

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

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