

Request for Proposals



Selection of Consultants

for

Environmental Impact Assessment (EIA), Environmental Management Plan (EMP), Social Impact Assessment (SIA) and Resettlement Action Plan (RAP)
for

Capacity Augmentation of National Waterway -1 (Jal Marg Vikas Project)

[Single Stage Two Envelope e-Bidding]

Ref:- IN-IWAI-29587-CS-QCBS

March -2018

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: IN-IWAI-29587-CS-QCBS

Selection of Consulting Services for: Environmental Impact Assessment (EIA), Environmental Management Plan (EMP), Social Impact Assessment (SIA) and Resettlement Action Plan (RAP) for Capacity Augmentation of National Waterway -1 (Jal Marg Vikas Project)

**Client: Inland Waterways Authority of India, Ministry of Shipping,
Government of India**

Country: INDIA

**Project: Capacity Augmentation of National Waterway – 1 (Jal Marg
Vikas)**

Issued on: March / 2018

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PART I

Section 1. Letter of Invitation [Single Stage Two Envelope e-Bidding]

RFP No. IN-IWAI-29587-CS-QCBS
Noida, 06/03/2018

Loan/Credit/Grant No. N/A

Dear Mr. /Ms.:

1. The Government of India(hereinafter called “Borrower”) has applied for financing from the International Bank for Reconstruction and Development (IBRD)(the “Bank”) in the form of a “loan” (hereinafter called “loan” toward the cost of Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas). The Inland Waterways Authority of India *on behalf of the Government of India*, 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 Government of India and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan¹agreement. 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 Environment and Social Impact Assessment [ESIA], Environment Monitoring Plan [EMP] and Resettlement Action Plan [RAP] for additional interventions identified under JMVP for National Waterway-1. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Electronic Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 1. Arkitechno Consultants (India) Pvt. Ltd, Bhubaneshwar
 2. KITCO Ltd, Kochi
 3. Ecochem Sales & Services, Surat
4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under QCBS procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in

¹[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

the Consultants' Guidelines which can be found at the following website:
www.worldbank.org/procure.

The RFP includes the following documents:

- Section 1 - Letter of Invitation
- 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 – Bank's Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Lump Sum)

6. This RFP is available online at <https://eprocure.gov.in/eprocure/app> for the short-listed consultants only. The short-listed consultants are required to register on this website at no cost and prior to the submission of proposals. Consultant is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities in order to submit a proposal on line at the web address indicated above. The list of the authorized Certifying Authorities can be found at www.cca.gov.in .
7. Please inform us by 20.03.2018 in writing at Project Management Unit, Capacity Augmentation of the National Waterway – 1 Project (Jal Marg Vikas) Inland Waterways Authority of India (Ministry of Shipping, Government of India) Head Office: A-13, Sector – 1, Noida - 201301, by facsimile: +91 120 2543976, or by E-mail: vc.iwai@nic.in and samir@iwai.gov.in:
 - (a) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
8. Details on the proposal's submission date, time and address are provided in Clause 17 of the ITC.

Yours sincerely,

Vice Chairman & Project Director, Project Management Unit
Inland Waterways Authority of India

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the loan² agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.

²[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

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

- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain 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.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, 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 e-RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an 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 Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

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

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

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 in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. **General Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. **Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
10. **Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. **Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
12. **Proposal Validity** 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

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

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

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, by notifying all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. Mode of notifications is specified in the **Data Sheet**.

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.

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 provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement 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 replacement 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 an online clarification of any part of the RFP during the period and in accordance with the procedure indicated in the **Data Sheet** before the Proposals' submission deadline. The Client will respond online by uploading

the response on portal, (including an explanation of the query but without identifying its source) for information of all shortlisted Consultants. Should the Client deem it necessary to amend the e-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 online in accordance with procedure described in Data Sheet The amendment shall be binding on all short listed consultants.

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, online, in accordance with the procedure described in the **Data Sheet** 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 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, of Proposals**
- 17.1 The Consultant shall submit a digitally signed, encrypted and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done electronically through the website and in accordance with the procedures specified in the **Data Sheet**. Proposals submitted by any other means will be rejected.
- 17.2 An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal.
- 17.2.1 In case of a Joint Venture, submission letters 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. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal
- 17.3 Consultants should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause ITC 13.2.
- 17.4 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.
- 17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**.
- 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 publication of the Contract award information.

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 should do so only in writing.

19. Online Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals online immediately after the Proposals' submission deadline and following the procedure described in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted and shall be securely stored on the portal.

19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (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 Clause 15.1 of the ITC, 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 Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

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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. **Online 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 by sending a notification through the means indicated in the **Data Sheet**. The notification shall also include Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion. Financial Proposals of those Consultants whose Technical Proposals did not meet the minimum qualifying score shall not be opened. In such case, a notification to that effect will be sent to the Consultant. The Client shall simultaneously notify those Consultants that have achieved the minimum overall technical score and inform them of the date, time and, if indicated in the **Data Sheet**, location for online opening of the Financial Proposals. The Consultant’s attendance at the opening of the Financial Proposals (online, or in person, if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice. If the Data Sheet provides an option of attending in person, the opening date should allow the Consultants sufficient time to make arrangements for attending the opening.
- 23.2 The Financial Proposals shall be opened online by the Client’s evaluation committee as described in data sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud first and recorded online simultaneously. The Financial Proposals shall be then opened, the total prices read aloud and

recorded online simultaneously. The records of the opening shall remain on the portal for the information of the Consultants who submitted Proposals and the Bank unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the e-RFP, the e-procurement system automatically calculates the amount in words from the amount in figures and automatically calculates the total amount. 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. The evaluation committee will also adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal.

b. Lump-Sum Contracts

24.2 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 Clause ITC25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

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

26. Conversion to Single Currency

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

**27. Combined Quality
and Cost Evaluation**

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

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

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

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted 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 lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such 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 Clause 12 of the ITC. 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 Clause 28.8 above, 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. Award of Contract

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

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

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	India
2.1	<p>Name of the Client: Inland Waterways Authority of India, Ministry of Shipping, Government of India.</p> <hr/> <p>Method of selection: Quality and Cost Based Selection as per</p> <p>Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 revised July, 2014 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Environment and Social Impact Assessment [ESIA], Environment Monitoring Plan [EMP] and Resettlement Action Plan [RAP] for additional interventions identified under JMVP for National Waterway-1</p>
2.3	<p>A pre-proposal conference will be held: Yes Date of pre-proposal conference 16.03.2018 Time: 15:00 Hrs Address: A-13, Sector-1, Noida, UP – 201301, India Telephone: 0120- 2544004 <i>Facsimile: +91 1202543976 E-mail: vc.iwai@nic.in</i> Contact person/conference coordinator: <i>Shri Pravir Pandey</i> <i>Vice Chairman & Project Director, Project Management Unit</i></p>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: N/A
4.1	N/A
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr

B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>Electronic Envelope - I:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (Technical Proposal Submission Form) (3) TECH-2 (Consultant’s Organization and Experience) (4) TECH-3 (Comments and Suggestions) (5) TECH-4 (Approach & Methodology and Work Plan) (6) TECH-5 (Work Schedule and Planning for deliverables) (7) TECH-6 (Team composition, assignment, and key experts’ inputs) (8) TECH-7 Code of Conduct (ESHS) <i>[The Consultant shall submit the Code of Conduct that will apply to the Consultant’s Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.]</i> <p>AND</p> <p>Electronic Envelope – II with the Financial Proposal:</p> <ol style="list-style-type: none"> (1) FIN-1 (Financial Proposal Submission Form) (2) FIN-2 (Summary of Costs) (3) FIN-3 (Breakdown of Remuneration) (4) FIN-4 (Breakdown of Reimbursable expenses) (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p>
11.1	<p>Participation of Key Experts and Non-Key Experts in more than one Proposal is permissible</p>

	Yes
12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline.
12.4	<i>The Consultants shall be notified about the validity extensions by email.</i>
13.1	<p>Clarifications may be requested till the pre-proposal conference date as mentioned above in 2.3</p> <p>All requests for clarifications shall be made online through the portal https://eprocure.gov.in/eprocure/app</p> <p>Clarifications sent through any other medium shall not be accepted.</p>
13.2	<p>The process of submitting modifications online shall be:</p> <p>All the clarifications required from the consultants shall be uploaded on the portal within the deadline for submission of the clarifications.</p> <p>The consultant shall submit the modifications on the portal in the manner as explained in 17.1 below</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>
14.1.2 (do not use for Fixed Budget method)	<p>Estimated input of Key Experts' time-input: 68 person-months.</p> <p>Key Personnel – 68 man months</p>
14.1.3 for time-based contracts only	Not applicable
14.1.4 and 27.2 use for Fixed Budget method	Not applicable

<p>15.2</p>	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p>16.1</p>	<p>(1) <i>Cost of travel by the most appropriate means of transport and the shortest direct practicable route; under a ceiling of airfare being economy class; For local travel by road as INR 1600/- for hatchback and INR 2200/- for sedan; travel by rail is by 2nd Class AC.</i></p> <p>(2) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(3) <i>Communication costs;</i></p> <p>(4) <i>cost of reports production (including printing) and delivering to the Client;</i></p>
<p>16.2</p>	<p>A price adjustment provision applies to remuneration rates: No</p>
<p>16.3</p>	<p>The client will only reimburse GST, as applicable. All other taxes and duties are to be borne by the consultant. “Information on the Consultant’s tax obligations in the Client’s country can be found at Ministry of Finance website (www.finmin.nic.in)</p>
<p>16.4</p>	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>.....</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes</p>
<p>C. Submission, Opening and Evaluation</p>	
<p>17.1</p>	<p>The Consultants shall have the option of submitting their Proposals electronically only by downloading them on the portal https://eprocure.gov.in/eprocure/app</p> <p><i>The electronic submission procedures shall be:</i></p>

	<p>The Bidder shall upload the bid on the e-Procurement Portal https://eprocure.gov.in/eprocure/app following the system described below.</p> <ol style="list-style-type: none">1. Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the Bidder on the e-Procurement portal are prerequisites for Electronic submission of bid.2. Bidder should do the enrolment in the e-Procurement site at https://eprocure.gov.in/eprocure/app as per option available on the home page. Portal enrolment is free of charge. During enrolment / registration, the Bidder should provide the correct / true information including valid e-mail ID; all related correspondence shall be made directly with the Bidder through e- mail ID provided by him.3. Bidder needs to login to the site through its user ID / password chosen during enrolment / registration.4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by the authorized Certifying Authority licensed by the Controller of Certifying Authorities, Government of India should be registered.5. The DSC that is registered only should be used by the Bidder and he must ensure its security and confidentiality.6. The bidder should download the required bidding documents and then moves it to the 'My Favourites' folder.7. Bidder should go through the bidding documents carefully and prepare the required documents stipulated therein which are required to be submitted along with the bid electronically. <p>These documents could be in any of the formats, like PDF / xls / rar / jpg formats.</p> <p>The documents can be clubbed together and submitted in the required format. Size of each document to be uploaded online shall not exceed 2 MB.</p> <p>If the size of any document is more than 2MB, it may be reduced through zip / rar and the then uploaded.</p> <ol style="list-style-type: none">8. For any queries regarding electronic bidding process, Bidders are advised to contact the Employer through any of the modes given below: <p>E mail:- vc.iwai@nic.in, samir@iwai.gov.in, Web Site:- www.iwai.gov.in</p>
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	<p>Tel. Nos: 0120- 2544004, Fax No. – 0120-2543976 In person: Shri. Pravir Pandey, Vice Chairman & Project Director (IWAI) (Jal Marg Vikas Project)</p>								
17.4	<p>The Proposals must be submitted on – line not later than: Date: 26.03.2018 Time:15:00 Hour IST</p> <p>Consultants are required to ensure that following documents in original are submitted before the opening of technical proposals in the manner specified here under:</p> <ol style="list-style-type: none"> a) Original Power of Attorney of the signatory of the Bid and documents submitted with the bid and also the Power of Attorney in favour of the partner-in-charge in case of the JV (as applicable) b) Original Affidavit 								
17.5	<i>No other requirement</i>								
19.1	<p>An online option of the opening of the Technical Proposals is offered: Yes</p> <p>The on –line opening of Proposal shall take place at:</p> <p>Inland Waterways Authority of India Ministry of Shipping, Govt. of India Project Management Unit, JMVP A-13, Sector -1, Noida [UP]</p> <p>Date: 28.03.2018 (2 day after proposal submission deadline indicated in 17.4.) Time: 15:30 Hrs IST</p>								
19.2	No additional information								
21.1 (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:</td> <td style="text-align: right;"><i>[15]</i></td> </tr> <tr> <td style="padding-left: 40px;">a) a minimum of 5 projects of similar nature to be submitted, with one Project of SIA and RAP/SMP. Each project shall be awarded 3 marks. [15]</td> <td></td> </tr> <tr> <td>ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td> <td style="text-align: right;"><i>[30]</i></td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultant (as a firm) relevant to the Assignment:	<i>[15]</i>	a) a minimum of 5 projects of similar nature to be submitted, with one Project of SIA and RAP/SMP. Each project shall be awarded 3 marks. [15]		ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	<i>[30]</i>
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	<p>a) Approach and methodology (15) b) Work Plan (10) c) Organization and staffing (5)</p> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p> <p>(iii) Key Experts’ qualifications and competence for the Assignment: <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}</i></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Name</i></th> <th style="text-align: right;"><i>Points</i></th> </tr> </thead> <tbody> <tr> <td><i>a) Team Leader</i></td> <td style="text-align: right;"><i>[10]</i></td> </tr> <tr> <td><i>b) Air Quality/Air pollution expert</i></td> <td style="text-align: right;"><i>[4]</i></td> </tr> <tr> <td><i>c) Water pollution Expert</i></td> <td style="text-align: right;"><i>[4]</i></td> </tr> <tr> <td><i>d) Risk assessment expert</i></td> <td style="text-align: right;"><i>[4]</i></td> </tr> <tr> <td><i>e) Noise & vibration expert</i></td> <td style="text-align: right;"><i>[4]</i></td> </tr> <tr> <td><i>f) Ecology Bio diversity expert</i></td> <td style="text-align: right;"><i>[4]</i></td> </tr> <tr> <td><i>g) Fisheries Specialist</i></td> <td style="text-align: right;"><i>[4]</i></td> </tr> <tr> <td><i>h) Hydrologist</i></td> <td style="text-align: right;"><i>[4]</i></td> </tr> <tr> <td><i>i) Solid waste management specialist</i></td> <td style="text-align: right;"><i>[4]</i></td> </tr> <tr> <td><i>j) Land use and GIS expert</i></td> <td style="text-align: right;"><i>[4]</i></td> </tr> <tr> <td><i>k) Sociologist</i></td> <td style="text-align: right;"><i>[4]</i></td> </tr> <tr> <td><i>l) Social Scientist assistant/sociologist</i></td> <td style="text-align: right;"><i>[3]</i></td> </tr> <tr> <td><i>m) Soil conservation expert</i></td> <td style="text-align: right;"><i>[2]</i></td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td> <td style="text-align: right;"><i>[55]</i></td> </tr> </tbody> </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> <ol style="list-style-type: none"> 1) General qualifications (general education, training, and experience): <i>[10 %]</i> 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : <i>[80%]</i> 	<i>Name</i>	<i>Points</i>	<i>a) Team Leader</i>	<i>[10]</i>	<i>b) Air Quality/Air pollution expert</i>	<i>[4]</i>	<i>c) Water pollution Expert</i>	<i>[4]</i>	<i>d) Risk assessment expert</i>	<i>[4]</i>	<i>e) Noise & vibration expert</i>	<i>[4]</i>	<i>f) Ecology Bio diversity expert</i>	<i>[4]</i>	<i>g) Fisheries Specialist</i>	<i>[4]</i>	<i>h) Hydrologist</i>	<i>[4]</i>	<i>i) Solid waste management specialist</i>	<i>[4]</i>	<i>j) Land use and GIS expert</i>	<i>[4]</i>	<i>k) Sociologist</i>	<i>[4]</i>	<i>l) Social Scientist assistant/sociologist</i>	<i>[3]</i>	<i>m) Soil conservation expert</i>	<i>[2]</i>	Total points for criterion (iii):	<i>[55]</i>
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	<p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc. [10 %]</p> <p style="text-align: right;">Total weight: 100%</p> <p>Total points for the three criteria: 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: 75</p>
21.1 [for STP]	Not applicable
23.1	<p>An online option of the opening of the Financial Proposals is offered: Yes.</p> <p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of on-line Financial Proposals.</p>
23.2	<p>The online opening procedure shall be same as in ITB 23.2</p> <p>The procedure for notifying the Consultants on the results of the Financial opening shall be as following: same as in ITB 23.2</p> <p><i>If the Consultants choose to attend the financial proposal opening, it may be done by sending no more than 2 participants per consultant to the place of opening of financial proposals.</i></p>
25.1	<p>For the purpose of the evaluation, the Client will include basic cost and GST.</p> <p>For the purpose of the evaluation, the Client will exclude: (a) all 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. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: INR (Indian Rupees)</p> <p>The official source of the selling (exchange) rate is: https://www.rbi.org.in/ (Reserve Bank of India)</p>

	<p>The date of the exchange rate is: 7 days prior to submission of Technical Proposal</p>
<p>27.1 (QCBS only)</p>	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 100) as following: S = St x T% + Sf x P%.</p>
	<p>D. Negotiations and Award</p>
<p>28.1</p>	<p>Expected date and address for contract negotiations: Date: 27.04.2018 Address: IWAI Office, A-13, Sector – 1, Noida – 201301, Uttar Pradesh, India</p>
<p>30.1</p>	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.iwai.nic.in</p> <p>The publication will be done within 14 days after the contract signing.</p>
<p>30.2</p>	<p>Expected date for the commencement of the Services: Date: 07.05.2018 a.</p>

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

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

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Vice Chairman & Project Director,
Project Management Unit,
Capacity Augmentation of the National Waterway – 1 Project (Jal Marg Vikas),
Inland Waterways Authority of India,
(Ministry of Shipping, Government of India)
Head Office: A-13, Sector – 1, Noida – 201301, India

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “Environment and Social Impact Assessment [ESIA], Environment Monitoring Plan [EMP] and Resettlement Action Plan [RAP] for additional interventions identified under JMVP for National Waterway-1” in accordance with your Request for Proposals dated/2018 and our Proposal. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate 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, Clause 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 corrupt and fraudulent practices as per ITC 5.
- (e) 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.
- (f) Except as stated in the Data Sheet, Clause 12.1, 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 Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) 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 Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{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 }

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 – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 10 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 partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{ e.g., Jan.2009–Apr.2010 }	{ e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{ e.g., Ministry of, country }	{ e.g., US\$1 mill/US\$0.5 mil }	{ e.g., Lead partner in a JV A&B&C }
{ e.g., Jan-May 2008 }	{ e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... }	{ e.g., municipality of....., country }	{ e.g., US\$0.2 mil/US\$0.2 mil }	{ e.g., sole Consultant }

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing }
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks 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 ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													
n														

- 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
KEY EXPERTS															
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															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

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

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input 
Part time input 

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

FORM TECH-7

[Note to Client: include this requirement for supervision of civil works contracts.]

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 following:

1. *[the Terms of Reference described in Section 7];*
2. *[Environmental and Social Impact Assessment (ESIA)];*
3. *[Environmental and Social Management Plan (ESMP)];*
4. *[Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project)]; and*
5. *[specify any other relevant document/s]*

Section 4. Financial Proposal - Standard Forms

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

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”
- FIN-4 Breakdown of Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Vice Chairman & Project Director,
Project Management Unit,
Capacity Augmentation of the National Waterway – 1 Project (Jal Marg Vikas),
Inland Waterways Authority of India,
(Ministry of Shipping, Government of India)
Head Office: A-13, Sector – 1, Noida – 201301, India

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “Environment and Social Impact Assessment [ESIA], Environment Monitoring Plan [EMP] and Resettlement Action Plan [RAP] for additional interventions identified under JMVP for National Waterway-1” in accordance with your Request for Proposal dated/2018 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}, “excluding” of all indirect local taxes in accordance with Clause 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 binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{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

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

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

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}		_____				
—	{e.g., International flights}	{Ticket}		_____				
—	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}				_____			
	{ e.g., reproduction of reports}				_____			
	{e.g., Office rent}				_____			
				_____			
	{Training of the Client's personnel – if required in TOR}				_____			
Total Costs								

Legend:
 “Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): ____None_____

Under the ITC 6.3.2 (b): ____None_____

Section 6. Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, 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 party³;
- (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 obligation⁴;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁵;

³ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

⁴ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” 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 party⁶;
- (v) “obstructive practice” is
 - (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services 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) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation 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 they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁷, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁸ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁶For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁷ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁸ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.



Terms of Reference

for

**Environmental Impact Assessment (EIA), Environmental
Management Plan (EMP), Social Impact Assessment (SIA) and
Resettlement Action Plan (RAP)**

for

**Capacity Augmentation of National Waterway -1 (Jal Marg Vikas
Project)**

Ref:- IN-IWAI-29587-CS-QCBS

March - 2018

31. Project Management Unit

32. Capacity Augmentation of the National Waterway – 1 (Jal Marg Vikas Project)

33. INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

1.0 Introduction

The Inland Waterways Authority of India (IWAI), Ministry of Shipping, Government of India is implementing the Jal Marg Vikas Project (JMVP) for Capacity Augmentation of the National Waterway -1 (Varanasi to Haldia stretch) on the Ganga-Bhagirathi-Hoogly River System. The capacity augmentation includes development of infrastructural facilities i.e. river terminals with appropriate cargo handling capacity and equipment for facilitating integration with other modes of transportation; one navigational lock, provision of navigation aids; river information system; RO-RO jetties; bank protection / slope protection; river training works; tow barges; inland vessels; survey vessels including rescue boats and survey equipment and maintenance dredging facilities.

Specific interventions that are planned under the JMVP and for which EIA and SIA has been completed are as follows:

A. Interventions for which the EIA and SIA has been completed :

- Maintenance dredging to provide Least Available Depth (LAD) in waterway/channel and the terminal facility.
- Improved Navigation Infrastructure & Navigation Aids
 - Construction of 3 terminals: Site identification and planning for three terminals at Sahibganj, Varanasi and Haldia is completed. Construction of one Navigation Lock at Farakka, West Bengal.

B. Interventions for which EIA and SIA are yet to be done

- Provision for bank protection / slope protection and river training works including bend correction for critical locations.
 - Two barge maintenance and operation facilities. Locations under finalization.
 - Two more potential sites for development of terminals are identified at Ghazipur (Navapura) and Kalu Ghat (Parmanandpur). These two sites are still under consideration for finalization and planning of design at initial stage only. One more terminal site along NW-1 is being identified.
 - 10 RO - RO terminals (5 pairs)
 - Road connectivity and Road Over Bridge for terminal at Sahibganj and construction of additional facilities at the Varanasi terminal for construction of road.

C. Other project interventions

- Development of efficient River Information System with all hardware & software.

- Development of navigation aids along NW-1 for facilitation of day & night time navigation.
- The project will support detailed design preparation of passenger terminals at 18 locations in 6 cities (Varanasi, Patna, Munger, Bhagalpur, Haldia, Kolkata) for which the locations are yet to be identified.
- Provision for tow barges, inland vessels, survey vessels including rescue boats and survey equipment. Development of low draught cargos.

The project also envisages creation and improvement of integration opportunities with other surface transport modes such as roads and railways, so as to improve the overall efficiency of the logistics chain by linking the waterways through various well equipped terminals and jetties.

An EIA and EMP, SIA and RAP/SMP and a Resettlement Policy Framework has been prepared for the four sub-projects identified earlier. For the remaining sub-projects for which locations were finalized at a later stage, IWAI is commissioning this study for additional interventions (listed below in section 2.0) to identify environmental and social issues and stakeholders and communities, including socially and economically disadvantaged communities in accordance with the Rules framed by Central /State governments and the World Bank operational policies.

2.0 Interventions, impacts to be covered within the scope of the Additional facilities

Following additional works are planned under the JMVP and form the scope of this study are detailed in 2.1-2.4 below:

2.1 River Training, Bank Protection and Bend Correction works

Erosion of banks is a natural phenomenon in alluvial rivers. However, the problem of erosion aggravates further due to construction of structures like bridges, terminals and jetty on the river and also due to ripple action of the waves due to barge movement in narrow stretches of the waterway. Under JMVP, river training works of the following nature will be taken up:

- Bank protection works - for 9.438 kms. (Feeder Canal) total 42.5 kms at different locations
- Bend correction - upstream of Farakka

Environmental and Social Impacts are anticipated due to River training and Bank protection.

Environmental Impact: Bend correction: Bends are navigational hazard which may require straightening to minimize the navigational hazard. Under JMVP, the only bend correction intervention proposed so far is upstream of the Farakka navigation lock. Additionally, the project is planning to undertake slope correction/ bank protection. The list of locations for river bank protection works is annexed at **Annex C**. It is envisaged that there may be some construction induced impact including the impacts

due to movement of construction material to and from the bank protection sites/ river training works, or due to placing of materials and stocks at the location during construction. This could have some impact in terms of noise and air

Social Impacts: This may cause temporary disturbance to the local population including disruption of local ferries, or activities at ghats. There may be impact related to access to services for those relying on local ferries. Moreover, placing of geo bags or other materials results in temporary reduction in river water quality due to sediment mobilization, affecting the usage of water for household purposes.

A detailed EIA, EMP, SIA and SMP cum RAP is required to be prepared to screen the location specific impacts (as per the list) and mitigation measures.

2.2 RO- RO crossings, Jetties

Under JMVP, five pairs of RO-RO crossings at NW-1 are proposed to be developed in UP, Bihar, Jharkhand and West Bengal. In addition to RO-RO jetties, passenger ferry jetties will also be developed for movement of passenger ferries and promoting passenger movement and tourism in the waterway. A list of locations for RO-RO crossings is provided at **Annex A**.

Environmental and Social Impacts Anticipated Due to RO-RO Jetties and Passenger Ferry Jetties.

Environmental Impacts: Development and operation of jetties will have implications on various physical and biological components of the environment, i.e. water quality, aquatic and terrestrial flora & fauna, air quality, noise levels, etc. All these environmental components will be affected due to development and operation of the jetties and a detailed Environmental Impact Assessment should be carried to assess the potential impacts of the project.

Social Impacts: Further the impacts of development can be due to its location or nature of activities to be performed during its development and operation phase; thus, both these aspects need to be looked into while carrying out the SIA study.

2.3 Barge Repair and Maintenance Facilities

The project proposes to construct and operate two barge repair and maintenance facilities. The proposed facilities will have the following components, tentatively:

1. **Slipway:** It is a ramp, which helps in moving the barge/ship to and fro from water to land. Slipway will be provided in deeper water conditions so that design vessels can be taken in docking conditions.
2. **Winch House:** It would be provided in straight-line to main slipway. It is generally a single room like structure and with adequate space for winch and electrical equipment.

3. **Repair bay for large & small vessels:** Repair bay for vessels should be inclined so that the vessels can slide towards the river on its own after repair under control of winch.
4. **Transfer bays:** To transfer small vessels between slipway and repair bay.
5. **Winches and trolleys:** Winches would be provided at winch house and at transfer bay. Trolleys would be provided to receive the vessels on main slipway.
6. Workshops and buildings with all basic utilities like water, electricity, storm water management system and waste management system.

Environmental and Social Impacts anticipated due to development and operation of barge repair & maintenance facility.

Environmental Impact: Maintenance and repair facilities for barges involve handling, storage and management of various hazardous chemicals and wastes. Also there are occupational health and safety risks involved at these facilities due to nature of works and machinery involved. High VOC emission and odour are also expected from such sites due to storage of paints & other chemicals and painting facility. Large quantity of wash water will be generated from these sites for which an efficient effluent treatment system is required. Overall development of maintenance facility will have interface with various physical, social and biological components of the environment, i.e. soil quality, water quality, aquatic and terrestrial flora & fauna, air quality, noise levels, land use, waste management facilities etc. All these environmental components will get affected due to development and operation of the maintenance facilities and a detailed ESIA would need to be carried out to assess the potential impacts of the project.

Social Impact: This activity would include impacts associated with temporary influx of labours; taking health and safety measures and compliance of labour laws at the construction site. Furthermore, effluent discharge will have many social implications on neighbouring habitations and particularly the fishermen population inhabiting the bank- affecting their livelihood, health, etc. Further, the impacts of development can be due to its location or the nature of activities to be performed during its development and operation phase. Thus, both these aspects need to be looked into while carrying out SIA study.

2.4 Inland Waterways Terminal Facility

IWAI has requisitioned land at the following sites for terminal, with required land and associated facilities:

Sl.	Site and Intervention	Required land
1.	Intermodal terminal at Ghazipur (with road connectivity)	8.971ha
2.	Intermodal terminal at Kalughat (with road connectivity)	5.159 ha
3.	Multimodal terminal at Sahibganj - (Road connectivity, ROB)	23.15 ha
4.	Land for additional terminal and road connectivity with NH-7	29.169 ha

2.4.1 Specific scope of SIA of terminal facilities

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1. The land for the intermodal terminal at Ghazipur is being purchased as per G.O of UP dated 19.03.2015. The SMP /RAP will detail any particular mitigation measures apart from the ones stated in the RPF/RAP document as per the findings of social screening and consultations with locals. A final list of land owners as per the details of final payment of compensation must be attached to the report.
 2. The land for the intermodal terminal at Kalughat will be acquired as per the RFCTLARR Act 2013, with the State Government as appropriate government for acquisition. The consultants will work in tandem with the District Administration, Saran and prepare the final RAP in the lines with the RPF and the RAP disclosed for the project disclosed for the entire project. Documentation of any consultations Final list of land owners must be attached to the report.
 3. The land for road connectivity and RoB at Sahibganj will be acquired as per Jharkhand Rules on RFCTLARR Act 2013. The consultants will work in tandem with District Administration, Sahibganj and prepare the final RAP in the lines with the RPF and the RAP disclosed for the project.
- Each intervention will have a separate RAP document made on the lines of the already disclosed RAP.

3.0 Scope of Work for SIA and Methodology

The broad scope of work shall be, but not limited to, the following:

A.1 Scoping for the Social Impact Assessment and preparation of Resettlement Action Plan

The Consultants must carry out scoping for the detailed Social Impact Assessment. The scoping process will determine the influence area/ define boundaries of the project, identify affected communities, identify the priority or most significant impacts and their mitigation measures to be covered in the assessment process and related methodology.

Confirmation on the applicable World Bank Social safeguard policies and Government of India and State Government's legal and policy other national standards and regulations which apply to the Project;

The consultants will conduct the SIA as per the requirements in A2 , A3 and A4.

A.2 Detailed Social Impact Assessment

List of socio-economic and cultural parameters to be covered by the SIA, as per the requirements of the RFCTLARR Act 2013. This information should describe the socio-economic conditions of the PAHs (gender, no. of single headed households, family size, occupation, income and asset levels, education, access to health services, social organization, cultural distinctions, etc.). Detail of process and methodology provided in section A.3 and A.4.

Identifying Key Impact Areas- This essentially involves identification and prioritization of the range of likely social impacts on PAHs through review of secondary data and primary data collection processes including public surveys and public participation techniques. This would also include assessing impact of the project at different stages of the project cycle.

Mitigation Strategy- This involves preparing a Resettlement Action Plan and Social Impact Management Plan, in order of preference to avoid, minimise and compensate for adverse impacts. If the predicted impact is minimal and can be managed, mitigation measures must be put in place. These could be in the form of modification of the specific event in the project, operation and redesign of the project or policy or compensation for the impact by providing substitute facilities, resources and opportunities. The Social Impact Management Plan also includes a gender action plan, labour standards plan, citizen engagement plan and grievance redressal mechanism.

Monitoring Plan- This involves developing a monitoring plan with key monitoring indicators to identify deviations from the proposed action and any important unanticipated impacts. This should track project development and compare real impacts with projected ones.

A.3 Information matrix for SIA

S no.	Chapter	Contents
1.	Executive Summary - Describe with the help of the maps, information from land inventories and primary sources	<ul style="list-style-type: none"> - Project and public purpose - Location - Size and attributes of land acquisition - Alternatives considered - Social Impacts - Mitigation measures
2.	Detailed Project Description	<ul style="list-style-type: none"> - Background of the project, including developers background and governance/management structure. - Rationale for project including how the project fits the public purpose criteria listed in the RFCTLARR Act 2013 (and Jharkhand Rules in the case of Sahibgunj) - No. of affected families, displaced families and common properties - Details of project size, location, capacity, outputs, production targets, cost benefit analysis, risks - Examination of alternative (to be done in consultation with the technical team) <ul style="list-style-type: none"> - Phases of project construction - Core design features and size and type of facilities - Need for ancillary infrastructural facilities - Work force requirements (temporary and permanent) - Details of SIA if already conducted and any technical feasibility reports - Applicable legislations and policies

3.	Team composition, approach, methodology and schedule of the SIA	<ul style="list-style-type: none"> - List of all team members with qualifications - Description and rationale for the methodology and tools used to collect information for the SIA - Sampling methodology used - Overview of information/data sources used. Detailed reference must be included separately in the annexures - Schedule of consultations with key stakeholders and brief description of public hearings conducted. -Details of the public hearings and the specific feedback incorporated into the Report must be included in the annexures.
4.	Land Assessment	<ul style="list-style-type: none"> - Describe with the help of the maps, information from land inventories and primary sources. - Entire area of impact under the influence of the project (not limited to land area for acquisition) - Total land requirement for the project - Present use of any public, unutilised land in the vicinity of the project area. - Land (if any) already purchased, alienated, leased or acquired, and the intended use for each plot of land required for the project - Quantity and location of land proposed to be acquired for the project. - Nature, present use and classification of land and if agricultural land, irrigation coverage and cropping patterns - Size of holdings, ownership patterns, land distribution, and number of residential houses - Land prices and recent changes in ownership, transfer and use of lands over the last 3 years
5.	Estimation and enumeration (where required) of affected families and assets	<ul style="list-style-type: none"> - Estimation of the following types of families that are- <ul style="list-style-type: none"> a) Directly affected (own land that is proposed to be acquired) are: <ul style="list-style-type: none"> - Tenants/occupy the land proposed to be acquired - The Scheduled Tribes and other traditional forest dwellers who have lost any of their forest rights - Depend on common property resources which will be affected due to acquisition of land for their livelihood - Have been assigned land by the State Government or the Central Government under any of its schemes and such land is under acquisition; - Have been residing on any land in the urban areas for preceding three years or more prior to the acquisition of the land - Have depended on the land being acquired as a primary source of livelihood for three years prior to the acquisition b) Indirectly impacted by the project (not affected directly by the acquisition of own lands) c) Inventory of productive assets and significant lands
6.	Socio-economic and cultural profile (affected	<p>Demographic details of the population in the project area-</p> <ul style="list-style-type: none"> - Age, sex, caste, religion, literacy, health and nutritional status. - Income and poverty levels

	area and resettlement site)	<ul style="list-style-type: none"> - Vulnerable groups- women, children, elderly persons, women-headed households, differently abled and ST/SC/OBC - Land use and livelihood patterns- Livestock assets, Local economic activities and factors that contribute to local livelihoods - Kinship patterns and social and cultural organisation - Administrative organisation - Political organisation - Community-based and civil society organisations - Regional dynamics and historical change processes - Quality of the living environment- houses, community and civic spaces and sites of religious and cultural meaning, patterns of crime
7.	Social impacts	<p>Framework and approach to identifying impacts:</p> <ul style="list-style-type: none"> - Indicative list of impacts areas includes impacts on land, livelihoods and income, access and control of physical resources, impact on private assets, public services and utilities, health due to in migration and due to project activities, culture and social cohesion - Description of impacts at various stages of the project cycle such as impacts during- <ul style="list-style-type: none"> • Pre-construction phase- Interruption in delivery of services, drop in productive services, land speculation, displacement and relocation, influx of migrant construction workforce, non-compliance of labour laws, etc. • Operation phase- Socio-economic impact of the project, benefits of new infrastructure, new patterns of social organisation • De-commissioning phase- loss of economic opportunities, impact on livelihood due to environmental degradation, direct (experienced by PAHs) and indirect impact (experienced by those living in the project area but are not affected by land acquisition) - Differential impact on different categories of the affected families- Impact on women, children, the elderly and the differently abled, Impacts identified through tools such as Gender Impact Assessment Checklists, and Vulnerability and Resilience Mapping Cumulative impacts, measurable and potential impacts of other projects in the area along with the identified impacts for the project in question and impact on those not directly in the project area but based locally or even regionally.
8.	Resettlement Action Plan	<ul style="list-style-type: none"> - Process of Land Acquisition and Other Immovable Assets - Entitlement Matrix - Process flow for R&R as per the RFCTLARR Act 2013 <ul style="list-style-type: none"> a. Appointment of "administrator" for R&R b. Notification, Declaration and Preparation of Award - Method of Valuation of Project Affected Assets * R&R Scheme as per the RFCTLARR Act includes the following, which can be incorporated in the RPF:

		<ul style="list-style-type: none"> - R & R entitlements of each land owner - List of land owners who are dependent on the lands being acquired - List of public utilities and Govt. buildings which are to be provided in the Resettlement area - Details of the public amenities and infrastructural facilities which are to be provided in the Resettlement area - Details of CPRs
9.	Livelihood Restoration and Income Generation Plan	<ul style="list-style-type: none"> - Estimation of livelihoods / income affected needs to be ascertained. - Accordingly, a needs assessment should be carried out in the project area. - Livelihood / Income Restoration and Enhancement Plan will be prepared based on the needs assessment.
10.	Social Impact Management Plan	<p>Approach to mitigation</p> <ul style="list-style-type: none"> - Measures to avoid, mitigate and compensate impact - Measures that have is included in the terms of R&R and compensation as outlined in the RFCTLARR Act 2013 - Alterations to project design and additional measures that may be required to address the full extent and intensity of impacts across various groups as identified and expressed during the SIA process - Detailed mitigation plan must include: detailed activities to be carried out for each mitigation strategy, timelines for each mitigation strategy and the key responsible authorities for each mitigation measure. - The SIMP must clearly indicate which measures the Requiring Body has committed to and those that have been proposed, but not committed to.
11.	Gender Development Plan	<p>The Plan will consist of</p> <ul style="list-style-type: none"> - Gender Profile along the Project - Profile of Women Headed Households <p>The plan will identify gender and health issues /risks within the project area and include mitigation measures and action plan</p>
12.	Labour Standards Plan & Labour Influx Assessment and Management Plan	<p>The labour Standard Plan will provide an overview of applicable labour laws and policies, institutional matrix for labour law compliance, labour law compliance plan and labour influx screening.</p> <p>Labour Influx Assessment and Management Plan will be prepared based on the screening and assessment of the type and significance of potential social impacts that may be generated by labour influx.</p>
13.	SIMP/RAP Institutional Framework	<p>Description of institutional structures and key person responsible for each mitigation measure</p> <ul style="list-style-type: none"> - Field level staff including RAP implementation team - Specify role of NGOs/CBOs, if involved - Indicate capacities required and capacity building plan, including technical assistance if any - Timelines for each activity
14.	Grievance Redressal Mechanism	<p>Process flow for grievance redressal through traditional approach/ online/toll free no. (a) related to compensation, Resettlement and Rehabilitation & (b) related to Construction Induced Impact</p> <ul style="list-style-type: none"> - Establishment of Grievance Redressal Committee - Lodging of Complaint

		<ul style="list-style-type: none"> - Processing the Complaint - Nodal Officer for Grievance Redressal - In case of non-resolution of complaints - Timelines - Reporting requirements
15.	Citizen Engagement Plan	A feedback mechanism will be developed along with a plan for consultations and information disclosure
16.	SIMP/RAP Budget and financing of mitigation plan	<ul style="list-style-type: none"> - Costs of all resettlement and rehabilitation costs - Costs for Citizen Engagement, GRM, M&E and hiring of Social Staff. - Annual budget and plan of action - Funding sources with break up
17.	SIMP/RAP Monitoring and evaluation	<ul style="list-style-type: none"> - Key M&E indicators - Monitoring processes

A.4. Methodology, tools and protocols

- (i) Carry out a census and socio-economic baseline to capture the data above, skill base assessment including a detailed inventory of affected assets for all project affected persons to establish the cut-off date, loss of fixed assets or access to resources as a result of project implementation on the influence area. **The consultant must use the updated land records (if not available, then request the District Administration to update the list) to prepare the final list of affected families.** If the District Administration is already in process of preparing the SIA, then the report must be prepared in consultation and coordination with them.
- (ii) The baseline socio-economic data of the project area including the demography, occupational profile and livelihood pattern of the communities including fishing community all along the waterway, profile of the human settlements, health status of the communities, existing infrastructure facilities within 500 m on both sides from the bank of the river boundary of the waterway shall be studied. Assess in detail all the adverse impacts and categorize each type of losses specific to the project area.
- (iii) Photograph the affected/ displaced family with the affected asset and number each asset including fisher folk whose livelihood may suffer due to loss of access. Prepare a fact sheet and attach the photograph of each project-affected person/family for Social Impact Assessment. Geo tag/ photograph with time stamp each affected asset and submit as annex to the report.
- (iv) Undertake cadastral survey for land assessment, census survey and adequate consultations with the affected people. Finalize the list of PAPs and PAHs in close coordination with state Government. Notifications and Declaration for public consultations with affected households for Prior Consent [as per Section 2(2) of RFCTLARR], with representatives of local bodies [Section 4(2) proviso 1 RFCTLARR] and Public Hearing [Section 5 RFCTLARR] should be submitted as annex to the report.

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- (v) Conduct focus group discussions on designs options. Ensure separate consultations with vulnerable communities including fisher folk on the preliminary design options for their consent. Propose ways of mitigating impact on the vulnerable communities.
 - (vi) Assess local tenures, property rights arrangements and access rights, which may include usufruct or customary rights to the land or other resources taken for the project including common property resources and develop realistic land acquisition plan and mitigation plan for other rights that may be affected on the basis of the revenue records as per Government rule and RFCTLARR 2013, including the World Bank Policies.
 - (vii) Develop measures and technical options to minimize land acquisition and resettlement impact, indicate and document alternate design options considered by DPR consultants.
 - (viii) The study shall follow inclusive approach including all social, gender and occupational groups. Identify any particular community issues that have to be addressed.
 - (ix) Carry out skill assessment as a part of census and focus group consultation with different social groups including women to examine the existing skills of PAHs and their future skills requirements and accordingly suggest feasible income generations schemes and skill up-gradation plans.
 - (x) Modify and update database of project affected persons and use KAPI to ensure the date and time stamp. Locations of affected family must be mapped in the area map.
 - (xi) Prepare a RAP in lines with the existing Resettlement Policy Framework. The above analysis will be used for the preparation of RAP including entitlement matrix. RAP will ensure compensation for assets acquired at replacement cost, assistance to facilitate shifting or structures out of the corridor, and include mitigation measures for loss of livelihood or reduction in incomes for PAPs. RAP is intended to be an action oriented and time bound document.
 - (xii) Organize workshop for other stakeholders like NGOs, District Administration, Ministry, etc., and finalize the RAP
 - (xiii) Indicate a public consultation/ communication strategy with action plan for continuous public consultation during implementation.
 - (xiv) Prepare necessary plans to address HIV/AIDS and other health & safety issues as required by World Bank policies;
 - (xv) Develop detailed budget for implementation of RAP based on the outcomes of the study.

4.0 General Scope of Work for EIA

EIA is to be conducted with the following objectives:

- To examine and understand the aggregate impacts from: (i) the construction related issues such as Terminals (including storage infrastructure and transportation linkages) RO-RO terminals, Jetties Dredging sites and other related issues. ii) Operation related issues such as Pollution, Accidental spills, Occupational safety, Health, Exotics and Dredging of

all the current and proposed project development on NW-1, and, (iii) Potential scenarios for development that could affect the environmental and social dimensions impacted by the proposed projects.

- To examine and understand the share of impacts, among the aggregate impacts of development, directly attributable to the project. Particularly important will be to understand the nature and magnitude of impacts by undertaking the activities such as navigation facilities on waterway and construction of barrages on NW1 from over and above the impacts of the projects already in place.
- To recommend specific measures, to be implemented by IWAI as well as for other future projects, for addressing the Environmental impacts and issues over and above the mitigation and/or management measures for project-specific impacts.
- Carry out initial public consultations on the outcomes of the EIA, and to record the views of the local communities and other stakeholders. These would, at the least be consistent with the environmental and social safeguard policies of the GOI and World Bank.
- The EIA studies and reporting requirements to be undertaken under these ToR must also conform to the Government of India (GoI) and World Bank guidelines and regulations, which include, inter-alia, the EIA amendments and updated guidelines.

4.1 Details to be covered in the Report

1. Reasons for selecting the site with details of alternate sites examined/rejected/selected on merit with comparative statement and reason/basis for selection. The examination should justify site suitability in terms of environmental angle, resources sustainability associated with selected site as compared to rejected sites. The analysis should include parameters considered along with weightage criteria for short-listing selected site.
2. Details of the land use break-up for the proposed project. Details of land use around 10 km radius of the project site. Examine and submit detail of land use around 10 km radius of the project site and map of the project area and 10 km area from boundary of the proposed/existing project area, delineating project areas notified under the Wild Life (Protection) Act, 1972/Critically polluted areas as identified by the Central Pollution Control Board (CPCB) from time to time/notified eco-sensitive areas/interstate boundaries and international boundaries. Analysis should be made based on latest satellite imagery for land use with raw images.
3. Submit the present land use and details related to permissions required for any conversion such as forest, agriculture etc. land acquisition status, rehabilitation of communities/ villages and present status of such activities.
4. Examine and submit details of the water bodies (including the seasonal ones) within the corridor of impacts along with their status, volumetric capacity and quality likely impacts on them due to the project.

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5. Submit a copy of the contour plan with slopes, drainage pattern of the site and surrounding area
 6. Submit the details of terrain, level with respect to MSL, filling required, source of filling materials and transportation details etc.
 7. Examine road/rail connectivity to the project site and impact on the existing traffic network due to the proposed project/activities. A detailed traffic and transportation study should be made for existing and projected passenger and cargo traffic (based on traffic analysis prepared by the Engineering consultants).
 8. Submit details regarding R&R involved in the project
 9. Submit a copy of layout superimposed on the HTL/LTL (High Tide Line/ Low Tide Line) map demarcated by an authorized agency on 1:4000 scale along with the recommendation of the SCZMA.
 10. Details of the layout plan including details of channel, breakwaters, dredging, disposal and reclamation.
 11. Details of handling of each cargo, storage, transport along with spillage control, dust preventive measures. In case of coal, mineral cargo, details of storage and closed conveyance , dust suppression and prevention filters.
 12. Submit the details of fishing activity and likely impacts on the fishing activity due to the project. Specific study on effects of construction activity and pile driving on aquatic life. (NOTE: this will be a summary of assessments of fishing scenario completed separately by consultants/agencies engaged by IWAI).
 13. Details of oil spill contingency plan.
 14. Details of bathymetry study.
 15. Examine the details of water requirement, impact on competitive user, treatment details, use of treated waste water. Prepare a water balance chart.
 16. Details of rainwater harvesting and utilization of rain water.
 17. Examine details of solid waste generation treatment and its disposal.
 18. Details of energy efficient terminal building (GRIHA certified) and zero-discharge infrastructure.
 19. Examine baseline environmental quality along with projected incremental load due to the proposed project/activities.
 20. The air quality monitoring should be carried out according to the notification issued by GoI.
 21. Examine separately the details for construction and operation phases both for Environmental Management Plan and Environmental Monitoring Plan with cost and parameters.
 22. Submit details of a Comprehensive Risk Assessment and Disaster Management Plan including emergency evacuation during natural and man-made disasters
 23. Submit details of the trees to be cut including their species and whether it also involves any protected or endangered species. Measures taken to reduce the

number of the trees to be removed should be explained in detail. Submit the details of compensatory plantation. Explore the possibilities of relocating the existing trees.

24. Examine the details of afforestation measures indicating land and financial outlay. Landscape plan, green belts and open spaces may be described. A thick green belt should be planned all around the nearest settlement to mitigate noise and vibrations. The identification of species/ plants should be made based on the botanical studies.
25. The Public consultation should be conducted for the project in accordance with provisions of the World Bank guidelines and the issues raised by the public should be addressed in the Environmental Management Plan.
26. The cost of the Project (capital cost and recurring cost) as well as the cost towards implementation of EMP should be clearly spelt out.
27. A detailed draft EIA/EMP report should be prepared in accordance with the World Bank guidelines..
28. Socio-economic and environmental benefits due to the project.
29. Examine the existing policy framework and need of wildlife, forest, environmental etc. clearances and provide technical assistance and coordination for the obtaining such clearances.

A.0 Project Description

This section should cover broad details of the basic activities, such as:

- I. Location, layout and implementation schedule of the project
- II. Type of the project- capacity augmentation of navigation facilities in the waterways, expansion, modernization, cargo-handling facility, etc.
- III. Relevance of the project in light of the existing development plans of the region
- IV. Project coverage, master plan, phasing and scope
- V. Description of project site, geology, topography, transport and connectivity, demographic aspects, socio-cultural and economic aspects, villages and settlements
- VI. Capacity of the waterway, types of cargo proposed for handling, navigation facilities, cargo-handling equipment, ancillary operations, housing, vessel parking details, etc.
- VII. Technologies involved in design, construction, equipment and operation
- VIII. Use of existing public infrastructure road, railway and airport networks, water supply, electrical power, etc.
- IX. Estimated water balance for the proposed project during construction/operational stages
- X. Estimated cost of development of the project, environmental cost, funding agencies, and whether the project is being implemented through government/international funding or on the basis of BOT
- XI. Resources, manpower and time frame required for project implementation

A.1 Essential Maps to be provided with the Project Description

- I. A map specifying locations of the state, district and project
- II. A map of project and the area within 10 km from the centreline of the waterway delineating (i) Protected areas notified under the Wildlife (Protection) Act, 1972, (ii) Critically polluted areas as notified by the CPCB from time to time, (iii) Notified eco-sensitive areas, and (iv) Inter-state and international boundaries
- III. A map covering aerial distance of 10 km on the landward side from the proposed project boundary, delineating environmentally sensitive areas
- IV. Land-use map of the study area on a 1:25,000 scale based on latest satellite imagery of the project and the area within 10 km of the proposed project boundary, delineating the cropping pattern, wastelands, forest area and built-up areas, water bodies, human habitation and other surface features such as railway tracks, waterways, airports, roads, national highways and major industries
- V. Natural drainage contour map of the project area within 2 km of the proposed project area

B.0 Report contents and methodology

This shall include the following:

- i. Detailed description of the project as mentioned above (information collected from the engineering and design section of the project and from the technical feasibility report), along with required maps/designs/documents
- ii. Discussion of the policy, legal and administrative framework within which the project is set, major stakeholder departments of the state and central government with their specific roles, applicable laws and clearance requirements at various levels and their current status

B.1 Analysis of Alternatives (Technology & Sites)

This chapter shall include:

- i. Description of various alternatives like locations or layouts or technologies studied
- ii. Description of each alternative
- iii. Summary of adverse impacts of each alternative
- iv. Selection of the best alternative

This chapter should include, for each of the project intervention and all of interventions, together: a comparison of the alternatives including a “no-project” alternative; and selection of the best alternative.

B.2 Public Consultations: Stakeholder consultations, which will include community consultations at the state, district, village and roadside community levels, to improve project components with regard to proper environmental and social management

B.3 Description of the Environment

Baseline surveys for description of the environment will include:

- a) Collection of information from secondary sources that are necessary for understanding the baseline pertaining to physical, biological and socio-economic environments in the project and influence area
- b) Carrying out site visits and investigations of all the environmentally sensitive locations and document them on the base maps to identify conflict points with preliminary design
- c) Preparing detailed specific maps showing details of sites for environmental enhancements. The surveys are to be carried out as per the standards prescribed by Government of India, which if not available, shall conform to international practice

It is recommended that environmental surveys be coordinated with social and engineering surveys and done simultaneously, as far as possible.

B.3.1 Study Area

As a primary requirement of EIA process, the Consultant should collect primary baseline data for environmental parameters in the project area as well as in the area within 2 km from the bank of the river. Secondary data should be collected for area within 10 km aerial distance from the bank of the river. This should be depicted on a map.

Following components of the environment shall be studied.

B.3.2 Land Environment

(a) Land

Data on the land availability is to be ascertained from local authorities, revenue records, etc. Justification for proposed quantum of the area is to be given.

(b) Topography

Baseline data needs to be provided on existing situation of the land at the proposed project area including description of river bank slopes and inland topography, river bank features, terrain features, slope and elevation. Study of land use pattern, habitation, cropping pattern, forest cover, environmentally sensitive places, etc. should be made by using remote-sensing techniques and also from secondary data sources.

(c) Geology

Baseline data should be provided on rock types, regional tectonic setting (reported fractures/faulting, folding, warping), and history of any volcanic activity, seismicity and associated hazards all along the waterway route. Information on quarries along the waterways, strength of rock, restrictions for quarrying if any, environmental controls, statutory permissions, etc. should be provided.

(d) Soil

Soil data, including type, classification, characteristics, and soil properties are important engineering considerations for design of structures, loading capacities of cargo stockpiles, green belt development, etc. Changes in parameters of soil may also affect plantation and vegetative growth, which in turn may endanger the health of local habitat. Baseline data of the soil and results of investigations carried out are to be provided for the project area.

(e) Meteorological Data

Meteorological data covering the following should be incorporated in the EIA report.

Data for at least 10 years period should be collected from the nearest meteorological station. The history of cyclones and tidal surges for the area shall be mentioned. The data pertaining to the following parameters shall be included:

- Wind speed and direction
- Rainfall
- Relative humidity
- Temperature
- Barometric pressures
- History of cyclones

B.3.3 Water Environment

(a) Groundwater

Baseline data on groundwater including data on pH, dissolved solids, suspended solids, BOD, DO, coliform bacteria, oil and heavy metals is to be collected at least for one season. Usage purpose of the groundwater, if any, is to be indicated.

(b) Bed sediment contamination

Baseline data on bottom sediments and the associated bottom biota and other physical habitat at the proposed project area and the neighborhood areas should be collected and analyzed.

(c) Waterway water quality

Baseline data shall be collected on chemical parameters in the river and in the proposed activity area for understanding hydro-chemical characteristics in the waterway environment (such as river water temperature, BOD, DO, pH, TSS, salinity, heavy metals, etc.)

B.3.4 Biological Environment

(a) River Water ecology

Baseline (primary and secondary) data on aquatic flora and fauna, mangroves, marshes and other aquatic vegetation, is to be ascertained through proper surveys. Data on river bank stability, seismic characteristics, history of any endangered species, bank erosion, shoreline changes, if any, is also necessary.

(b) Terrestrial ecology

Details on primary and secondary data on the existing flora and fauna in the study area shall be collected and shall be included in the list of flora and fauna along with the classification as per the schedule given in the Wildlife Protection Act, 1972 (for fauna) and in the Red Book Data (for flora). Also, a statement clearly specifying whether the study area forms a part of an ecologically sensitive area or migratory corridor of any endangered fauna should be provided.

B.3.5 Air Environment

Baseline data of ambient air quality parameters, such as PM10 and PM2.5, nitrogen dioxide, sulphur dioxide, carbon monoxide, heavy metals and other harmful air pollutants, depending upon the type of the activity proposed & cargo and vessel movement in the waterway should be monitored.

This data should be collected in an area extending at least 2 km from the high bank of the river by observation at a number of locations. Specific importance should be attached to areas in close proximity to the project, up to 1 km. Data for one season (three months), other than monsoon, should be monitored as per the CPCB norms. The monitoring location should be in the up-wind area.

B.3.6 Noise

Baseline data on noise pollution in the project area and the neighborhood up to a specified distance or nearest residential areas is to be monitored as per the CPCB norms.

B.3.7 Existing Solid Waste Disposal facilities

Details of municipal solid waste facilities, biomedical treatment facilities and hazardous waste disposal facilities in the area should be inventoried.

B.3.8 Socio-economic and Occupational Health Environments

Baseline socio-economic data of the project area shall include the demography, livelihood pattern of the communities including fishing community all along the waterway, profile of the human settlements, health status of the communities, existing infrastructure facilities within 500 m on both sides from the bank of the river and boundary of the waterway shall be studied. Wherever the land is required to be acquired, the detailed socio-economic study shall be conducted for the entire 100% of Project Affected Persons (PAP) and Project Affected Families (PAF) and a Rehabilitation and Resettlement (R&R) plan shall be prepared along with the compensation and entailment matrix as per the latest acts and regulations. A separate chapter on Social Impact Assessment, Institutional Framework and on R & R shall be prepared. Present employment and livelihood of these populations and awareness of the population about the proposed activity shall also be included.

B.3.9 Public Utilities

Baseline data of existing public utility infrastructure shall be ascertained and reported to assess the impacts of the project on these public utilities in order to incorporate desired methods in the EMP and the same shall be monitored during the construction as well as operational phases of the waterways.

B.4 Environmental Impacts and Mitigation Measures

This section should describe likely impact of the project on each of the environmental parameters and the methods adopted for assessing the impact such as model studies, empirical methods, reference to existing similar situations, reference to previous studies, details of mitigation methods proposed to reduce adverse effects of the project, best environmental practices and conservation of natural resources. The identification of specific impacts followed with mitigation measures should be done for construction and operation of the proposed interventions.

B.4.1 Land Environment

Impact of project construction/operation on the land requirement/land-use pattern should be assessed. Effect of future growth by augmentation of navigation facilities in the waterway and/or the ancillaries should be carefully assessed. Prediction of impacts should include impacts on the existing infrastructure such as groundwater/surface water, loss of productive soil and impact on natural drainage pattern.

Mitigation Measures:

Mitigation measures to reduce adverse effects include adopting soil improvement techniques and suitable design methods to reduce overall requirement of land. Strengthening of road and rail network infrastructure to handle the increase in traffic and truck parking arrangements and integration of waterways development by improvement of navigation facilities with the local land-use plan should be planned.

B.4.2 Topography, Geology and Soil

Impact of improvement of navigation facilities on the topography due to filling of low lying area with dredged spoil, damage to existing vegetation/green belt and plantation, changes

in land-use patterns, disturbance to existing protected areas like mangroves, forests and environmentally sensitive areas/zones should be assessed. Flooding due to filling up of low-lying areas should also be assessed. Impacts on the surrounding land-use pattern, housing, groundwater, etc. should be assessed.

Impact of the improvement of navigation facilities in the waterways on the geology and vice-versa should be studied in detail. Impact of such facilities on construction/operation on the soil parameters, probability of settlement, subsidence, slides, surface drainage, leachates, etc. are to be estimated.

Mitigation Measures:

Mitigation measures to reduce adverse effects include study of alternative sites, improving green belt, obtaining construction materials from other sources, usage of alternative construction materials like fly ash, where possible, and storm water management. Other measures include adopting soil improvement techniques, suitable design methods and ground covering.

B.5 Water Environment

B.5.1 Groundwater

Discharge of trade effluent and sewage and its impact should be studied. Impact of project construction/operation, navigation in the waterways on the groundwater on account of leachates, run off from material and cargo storages, and toxic or harmful substances, percolation, river water intrusion should also be assessed.

Mitigation measures:

Mitigation measures to reduce adverse effects include cargo storage areas. Treatment of effluent, recycling/reuse and disposal should be planned. Groundwater study on leachates should be carried out periodically and should be correlated with baseline data. Remedial measures should be taken in case of any deviation. Based on the total water budget of the project, the use of groundwater should to be reviewed and alternatives should be presented.

B.5.2 Surface Water

Impact of waterways operations on surface water sources, contamination due to cargo operations, impact on utility of surface water resources by the neighboring colonies, impact on surface water flow (e.g., flooding) due to anticipated obstructions, etc. should be assessed.

Mitigation measures:

Measures should be taken to protect surface water resources and to prevent adverse impacts in their quality due to construction and operational activities and choice of alternative resources. Proposals to treat effluents conforming to standards notified under the EP Act 1986 should be submitted.

B.6 Aquatic Environment

B.6.1 Bed Sediment Contamination

Impact of the project on the bed sediment contamination on account of construction/operations of navigation facilities in the waterway and other proposed activity in JMVP is to be assessed by using suitable empirical/model studies.

Mitigation measures:

A survey of the impact of bottom sediments on water quality, aquatic life should be undertaken.

B.6.2 River Water Quality

Impact of the improvement of navigation facilities in the waterway on the river water quality is to be assessed by using suitable empirical/model studies.

Mitigation measures:

Proper collection and disposal of liquid and solid waste from shore establishment and ships should be planned.

B.7 Biological Environment

Impacts of the project, navigation facilities in the waterway on the river water ecology should be assessed by using suitable empirical/model studies.

Mitigation measures:

Mitigation measures to reduce adverse effects should be provided.

B.8 Air Environment

Impact of improvement of navigation facilities in the waterway on the ambient air quality on account of emissions of dust during construction and cargo handling, as well as emission of gases from equipment deployed for construction of navigation facilities and cargo handling should be assessed.

Prediction of emissions by vessel operation, cargo handling due to traffic, emission inventory for critical pollutants with and without mitigation measures should be done. Further, prediction of impacts due to existing activity on the proposed project and prediction of impacts due to sanctioned/on-going projects in the surrounding area on the proposed project and the ambient environment shall be carried out.

Mitigation measures:

Mitigation measures proposed during the construction stage, operational stage should be given. Other mitigation measures proposed for lowering the emissions from the vessels and green belt development should also be given.

B.9 Noise Pollution

Impact of construction/operation for improving navigation facilities in the waterway including noise and vibration on account of construction equipment, vessel movement, cargo handling equipment and road traffic should be assessed.

Mitigation measures:

Mitigation measures to reduce adverse effects should be provided.

B.10 Solid Waste Management

Impact due to non-hazardous and hazardous solid waste generated during the construction and operational stages should be assessed.

Mitigation measures:

Mitigation measures to comply with the norms should be planned. Options for minimization of solid waste and environmentally compatible disposal/recycling of waste to conserve natural resources should be planned. Plans should be made for management and disposal of temporary structures made during the construction phase.

B.11 Socio-Economic and Occupational Health Environment

The impact of the proposed activity on the fishermen communities should be assessed. Details of public and private land in the proposed project area and immediate surroundings and the socio-economic status of affected owners of the private land shall be provided. Present status of health, housing, public utilities, commercial structures and transportation should be collected.

Impact of the project on socio-cultural aspects should be assessed. Mitigation measures: Mitigation measures to reduce adverse effects including satisfactory R&R methods should be planned.

B.12 Carbon Reduction and Assessment as per UNFCCC agreement due to the JMVP

An assessment of carbon reduction benefits in terms of vessel movement through inland waterways vis-a-vis other modes of transportation such as rail and road shall be assessed and the possibility of carbon reduction benefits shall be studied and the Project Design Document (PDD) shall be prepared by the consultant.

Protocols referred at Annex B maybe referred during the assessment and report consolidation.

Methodology Protocol and tools

Environmental Impact Assessment Study should broadly cover the following but should not be limited to this

- To carry out visits to understand the site specific environmental and social sensitivities associated with the project site
- To develop an understanding of the project, activities involved in all the stages and their interface with the environment referring to the DPR, available literature and studies of similar projects.
- To carry out environmental screening to define the impacted environment due to the project development and operation.
- To define project influence area on basis of screening exercise and considering the potential impacts of the project derived during the above exercise.
- To collect the primary and secondary data of the likely to be affected environments as identified during screening exercise to obtain their existing condition. Baseline monitoring should be conducted for one season (three months) for the following parameters.
- Air Quality-At project site and other locations in 2 kms radius (twice a week at each

location for one season/ three months).

- Ground Water Quality-At project site and other locations in 2 kms radius (One time at each location)
- Surface Water Quality-Near project site and other locations including any discharge point, confluence point of other stream & dredging locations (One time at each location)
- Soil Quality-At project site and other locations in 2 kms radius (One time at each location)
- River Bed Sampling- Near project site and dredging locations (One time at each location)
- Aquatic Ecology-In river stretch (15 kms u/s & d/s), mention RET (rare, endangered and threatened) species available in that area and eco-sensitive zones within 10 kms radius of the site
- Terrestrial Ecology-In project area and 2 kms radius area in detail and general overview in 10 kms radius. Mention RET species and eco-sensitive zones within 10 kms radius of the site.
- Socio-economy- Analysis of all the habitations and sensitive habitats located within 2 kms radius of the project site, availability of nearest fire- fighting facility to the site, connectivity of the site to the highway.
- To prepare the maps on GIS platforms of the project site, study area, drainage pattern of the site, land use, contour and socio-economy using satellite imagery, google imageries and toposheets as available and required
- To examine and understand the aggregate effects from the development of the
- Maintenance facility/ RO-RO terminals/ River training and bank protection works that could affect the environmental and social dimensions of the study area w.r.t its location, nature of developments and interface with different environments.
- To recommend specific measures, to be implemented by IWAI, as well as for other future projects, for addressing the environmental impacts and issues over and above the mitigation and/or management measures for project- specific impacts.
- To identify the stakeholders to be affected by the project at any stage of development (in consultation with the client). To draft a checklist/questionnaire of the issues to be discussed during consultations. To define the consultation methodology and mode of communication to the stakeholder about the consultation date and venue. Carrying out public consultations to obtain the view of the stakeholders on the project development, impacts on their life and environment due to project development and mitigation measures to be taken.
- The EIA studies and reporting requirements to be undertaken under this ToR must also conform to the GoI and World Bank guidelines and regulations, which include, inter-alia, the amendments in EIA notifications and updated guidelines. A detailed environment legislative framework should be developed for the project which should define the applicability of environmental legislations on the project at different stages

- of project development, clearances to be obtained and concerned authorities for the same.
- EIA Study should consist of the Environmental Management and Monitoring Plan (EMMP) for pre-construction, construction and operation stage of the project. EMMP should essentially include the institutional mechanism for implementation of the EMMP, grievance redressal mechanism, EHS policy, management system and team and environmental budget for the project.

EIA Report should essentially contain the following components:

- Project general background, need of the project and sub-component, overview of the project & sub-components, Objective of the EIA study, Extent and limitation of EIA study, Contents of the EIA report, Methodology followed to carry out the EIA study, Data Sources for the EIA study and References.
- Overview of Indian environmental legislation & administrative framework, applicable environmental legislation, international best practices & guidelines including operational policies of world bank; EHC guidelines of IFC for General industry & Ports, terminals & harbours; IMO conventions and other related Conventions, Environmental standards & guidelines [national & international including Permanent International Association of Navigation Congresses (PIANC)]
- Setting and location of the project site, connectivity of the site, existing facilities at the site & its surroundings, project components including size & type of project; salient features of project; master planning layout; off-shore & on-shore components, construction phase activities including onshore & off-shore, operational phase activities including material handling & maintenance activities, construction material sourcing, utilities requirement & management, environmental provisions including drainage system, sewerage system, dust suppression system, green belt development, fire protection & emergency measures & flood protection measures, implementation schedule of project

Analysis of alternatives

- Environment and social features of project within study area, environmental settings & features of project, site connectivity, existing sources of pollution, monitoring plan & quality assurance procedures, description of physical environment including topography; drainage pattern; land use pattern; cropping pattern; river morphology; riverbank features slope & elevation; habitations along the project site; archaeological protected areas; wastewater & waste management facilities in the area; geology; rock types; regional tectonic settings; history of volcanic activity; seismicity; information on quarries along the waterway; soil quality; meteorology [wind speed & direction, relative humidity, temperature, rainfall, calm periods, cloud cover, barometric pressure, history of cyclones & tidal surges, history of floods & HFL (High Flood Level)]; water resources & quality; river bed sediments; air quality; noise levels,

description of biological environment including terrestrial ecology (flora & fauna); avifauna; aquatic ecology (planktons, benthos, mangroves, marshes, fisheries); forest cover, migratory routes & eco-sensitive zones in study area; RET species in waterway (dolphins, turtles, otters, ghariyal, Gangetic sharks) with their habitat & status, description of social environment including demography; occupation/livelihood pattern; health facilities; infrastructure (transportation, industries, educational institutes); public utilities in the area (sewerage system of area, all type of solid waste disposal sites in area); cultural heritage and archaeological sites; festivals; tourism; spiritual & other practices of the locals associated with the waterway. Maps on GIS platform should be prepared to show the study area & project site, environmental settings of project site, drainage pattern, contours, land use, connectivity and monitoring network. Primary & secondary baseline monitoring data should be presented in the reports.

- Impact identification matrix for each project activity & development stage on the above defined baseline components during the pre-construction, construction & operational stage of the project along with the impact mitigation & avoidance measures and a matrix detailing the residual impact of the project after implementation of the mitigation measures.
- Quantification of impacts should be carried out by using modelings and calculation methods for estimating air emissions, GHG emission, maximum GLC (ground level concentrations) due to transportation, noise level, sewage generation, muck generation and disposal, underground noise, etc, as applicable.
- Methodology and objective of the public consultation, stakeholders consulted, proof of communication and conducting consultations (attendance sheet, invitation letter/leaflets/newspaper invitation/public communication, proceedings & photographs of consultation and summary outcome of consultation with their redressal.
- Environment Management Plan (EMP) for each of the identified project activity and affected environmental component, institutional arrangement to ensure EMP implementation, structure of EMP with roles and responsibility of each member, environmental standards for operation and maintenance of barge repair & maintenance facility, environmental monitoring plan, reporting requirement, grievance redressal mechanism and environmental budget. EMP should cover the following components
 - Measures for soil erosion protection and muck management
 - Measures for management, closure and rehabilitation of sites of labour camps and plant site (batching plants, workshops and material storage sites)
 - Green Belt Development Plan
 - Construction Debris Management Plan
 - Borrow Area Management Plan
 - Oil Spill Management Plan
 - Occupational Health & Safety Management Plan
 - Bio-diversity (RET species) Conservation & Management Plan

- Air emission Management Plan
- Noise Level Management Plan
- Water Resources and Quality Management Plan
- Accident and Risk Management
- Soil Quality Management Plan
- Effluent/Sewage and Waste Management Plan for Non-hazardous and
- Hazardous liquid & solid waste
- Monitoring mechanism for prevention of disposal of waste generated at site and vessels in the waterway
- Summary of findings should be provided in the EIA report along with concluding remarks and recommendations.

B.13 Preparation of standalone EMPs and RAPs for each intervention

The consultants will prepare stand-alone EMPs and RAPs including all the studies and analyses mentioned above. These should be in a form that appropriate parts of these are readily incorporated in the respective contract documents.

- 6. Consultant's Input :- (1) The Consultants and Experts involved in the preparation of EIA-EMP and SIA report should be QCI-NABET accredited. (2) Valid Certificate in this regard in accreditation from QCI-NABET should be enclosed with their CV.**

S. No.	Expert Position	Experience in Years	Education
1.	Team Leader/Sr. Environmental Specialist	20 yrs in field of environment and 15 yrs specific in EIA studies	M. Tech Environmental Engineering/MSc. Environmental Science and allied sciences Experience in the field of EIA study of linear and area development projects including highways, railways, ports, container depots. Experience in the field of waterways is desirable.
2.	Air pollution, meteorology and air quality monitoring expert (2)	10 Yrs of Experience in air quality monitoring with experience in field of EIA study of linear and area development projects including highways, railways, ports, container depots. Experience in the field of waterways is desirable	M. Tech. Environmental Engineering/MSc. Environmental Science and allied sciences.
3.	Water pollution expert (2)	10 yrs of experience in Water Quality monitoring with Experience in the field of EIA study of linear and area	M Tech. Environmental Engineering/MSc. Environmental Science and allied sciences.

		development projects including highways, railways, ports, container depots. Experience in the field of waterways is desirable.	
4.	Risk and Hazard assessment expert. (2)	15 Yrs of Experience in Risk assessment, Hazard identification for Port/ Terminals.	M Tech. Environmental Engineering/MSc. Environmental Science and allied sciences with qualification in the field of Occupational Health & Safety is desirable. Experience in preparation of EHS/SHE plans for linear and area development projects. Experience in the field of waterways is desirable
	Noise and Vibration expert (2)	10 years in monitoring of noise / vibration , processing and analysis of data, and impact assessment on fauna in the river.	M. Tech. Engineering / M.Sc Sciences with experience in modelling underwater, sound vibrations.
6.	Ecology and Bio-diversity Experts (2)	10 yrs of experience in carrying out Ecology and Biodiversity studies Experience in riverine ecology and bio-diversity	M.Sc. (Life Sciences/ Ecology); Ph.D. (Life Science / Ecology)
7.	Fisheries Expert	10 yrs of experience in carrying out river water fisheries study. Experience on Dolphins/ Turtles is desirable	M.Sc. (Ecology/Fisheries); Ph.D. (Fisheries)/ Environment Science / Life Sciences
8.	Socio- economics expert	10 years of experience in carrying out socio-economic studies and census survey for land acquisition and resettlement	M.A (Sociology/ Social Science) / Master of Social Work; Ph.D. (Sociology/ Social Science) Experience of conducting SIA studies and preparation of RAP.
9.	Social Science assistant / junior sociologist	5 years of experience in carrying out land surveys , socio economic surveys	M.A in Social Sciences / Social Work / Political Sciences Anthropology / Regional Planning, MBA (rural development).
	Land Acquisition Expert	10 years of experience in facilitating/carrying out the land acquisition process	M.A (Law/ Sociology/ Social Science) / Master of Social Work; Ph.D. (Sociology/ Social Science)
10.	Land use and GIS Expert	5 yrs experience in mapping on GIS platform , land use surveys	MSc in Remote Sensing and GIS, engineer / environment management / geography/ geology.
11.	Hydrologist (2)	10 years of experience in EIA carrying out Hydrological Studies as part of the EIA studies	B. Tech (Civil) and M. Tech (Hydrology) / Mechanical / Msc. Geology / Hydrology / Water Resources Management / Geophysics is desirable

12.	Solid Waste Management Specialist (2)	10 years in managing Industrious , Municipal and Hazardous solid waste of urban area	B.E. / B. Tech (Civil); M.Sc. (Environment) / P. G Diploma in Waste Management)
13.	Soil conservation expert	10 years of experience in EIA/ EMP , Sampling , Analysis of soil, Impact Assessment and Management Plan	MTech Engineering - Agricultural / civil MSc. Agricultural science/ Soil science / Earth Sciences/ Forestry / Natural Resource Management

7. Timeline

Study should be completed within 6 months of the award of the work. The work will only be considered as complete when all the primary data, geo tagged photographs and lists, are submitted along with the reports.

Deliverables and Payment Schedule

Sno.	Deliverables	Timelines	Payment of contract value
1.	Mobilisation advance	Within 15 days of award of contract	5%
2a.	Draft SIA/SIMP/RAP of Ghazipur IMT , Kalughat IMT	Within 1 month of award of work	7%
2b.	Final SIA/ SIMP/RAP for Ghazipur IMT, Kalughat, IMT		3%
3a.	Draft SIA/SIMP /RAP of RO-RO terminals, Road, ROB for Sahibganj connectivity and Road connectivity and terminal extension at Varanasi	Within 2 months of award of work	7%
3b.	Final SIA/SIMP / RAP of RO-RO terminals, Road, ROB for Sahibganj connectivity and Road connectivity and terminal extension at Varanasi		3%
4a.	Draft SIA/SIMP / RAP for Bank Protection and bend correction, 2 Vessel Repair maintenance facilities.	Within 4 months of award of work	7%
4b.	Final SIA/SIMP / RAP of RO-RO terminals, Road, ROB for Sahibganj connectivity and Road connectivity and terminal extension at Varanasi		3%
	EIA		
5a.	Draft EIA -EMP for IMT Kalughat and IMT Ghazipur	Within 4 months of award of work	7%
5b.	Final EIA -EMP for Kalughat and Ghazipur IMT		3%
6a.	Draft EIA- EMP for RO- RO terminals , Road connectivity and ROB for Sahibganj and terminal extension at Varanasi.	Within 4 months of award of work	10%
6b.	Final EIA- EMP for RO- RO terminals , Road connectivity and ROB for Sahibganj and terminal extension at Varanasi.		5%
7a.	Draft EIA- EMP for Bank protection , bend correction, 2 vessel repair maintenance facilities.	Within 5 months of award of work	10%
7b.	Final EIA- EMP for Bank protection , bend correction, 2 vessel repair maintenance facilities.		5%
8a.	Draft standalone consolidated EIA - EMP and SIA/SIMP cum RAP for all interventions	Within 6 months of award of work	15%
8b.	Final standalone consolidated EIA - EMP and SIA/SIMP cum RAP for all interventions		10%

ANNEX A

List of locations for RO-RO terminals : Approximate land required 20 Ha.

1	Rajmahal - Manikchak
2	Samdaghat (Sahibganj) - Manihari
3	Bakhtiyarpur - Mahnar (Hasanpur)
4	Kahalgaoon - Tintanga
5	Buxar (Mishrawalia Village) - Sarai Kota (Pump House Location)

Annex B

Standards for carrying out EIA and SIA

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

As part of the above, special references are to be made to the World Bank Safeguard Policies; and the relevant laws, regulations and rules of the Government of India, and the specific rules and regulations applicable for the states of Uttar Pradesh, Bihar, Jharkhand and West Bengal.

This shall also include guidance notes and recommendations as published by Environmental Committee of PIANC (Permanent International Association of Navigation Congresses), a non-profit international organization responsible for: dealing with both broad and very specific navigation sustainability and environmental risk-related issues; and Developing and providing environmental guidance for sustainable waterborne transport infrastructure.

Specifically, the Consultant shall ensure the services are conducted, were relevant for Inland Water Transportation, in accordance with the general principals as established in the following documents:

- Initial Assessment of Environmental Effects of Navigation and Infrastructure Projects (WG 143 -2014)
- Sustainable Waterways within the context of Navigation and Flood Management (WG 107 -2009)
- Climate Change and Navigation (TG3 -2008)
- Dredging Management Practices for the Environment (WG 100 -2009)
- Dredging Material as a Resource (WG 104 - 2009)
- Environmental Impact Assessments of Dredging and Disposal Operations (WG 10 - 2006)
- Biological Assessment Guidance for Dredged Material (WG 8 - 2006)
- Ecological and Engineering Guidelines for Wetland Restoration in relation to the Development, Operation and Maintenance of Navigational Infrastructure (WG 7 - 2003);
- Management of Aquatic Disposal of Dredged Material (WG 1 - 1998); and
- Dredged Material Management Guide 1997.

Annex C

JOINT INSPECTION (IWAI, FBP, HOWE)						
LIST OF LOCATIONS SELECTED FOR BANK PROTECTION WORKS						
S.NO.				GEOGRAPHICAL COORDINATES		REMARKS
	CHAINAGE IN KM	LENGTH IN KM	SIDE	EASTING	NORTHING	
1	549	0.4	R-SIDE	591616.07	2740874.37	JINDAL ITP JETTY
	548.6			591647.79	2740515.69	
2	547.7	0.15	R-SIDE	591732.64	2739657.07	BHARIGURAMPUR
	547.55			591744.155	2739511.216	
3	547.93	0.33	L-SIDE	591940.98	2739664.1	SAHANAGAR (Modified)
	547.6			591954.47	2739379.84	
4	546.6	0.2	L-SIDE	592028.61	2738609.75	Faterpur
	546.4			592045.42	2738382.27	
5	545.5	1.27	L-SIDE	592109.34	2737629.95	BAIKUNTHAPUR
	544.23			592231.24	2736363.93	
6	543.55	0.05	R-SIDE	592140.42	2735413.81	ALAIPUR
7	543.3	0.37	R-SIDE	592136.6	2735308.65	Anuppur Bridge (Modified)
	542.93			592162.79	2735040.55	
8	542.9	0.1	L-SIDE	592377.57	2734873.92	Anuppur Bridge
9	542.15	0	R-SIDE	592265.27	2734155.61	Pachula Gram (Not Selected)
	542.2					
10	541.85	0.05	L-SIDE	592482.67	2733837.67	BHABANIPUR GHAT
11	540.7	0.61	L-SIDE	592605.97	2732717.31	Jigri Kulgachhi
	540.09			592602.19	2732715.14	
12	539.4	0.05	R-SIDE	592499.32	2731384.42	Mamrejpur
13	538.6	1	L-SIDE	592898.87	2730438.79	Mahadeb Nagar (Modified)
	537.6			593060.36	2729712.42	
14	537.67	0.933	L-SIDE	593103.75	2729543.34	BHAGMARI SYPHONE (Modified)
	536.737			593270.5	2728808.36	

15	537.61	0.51	R-SIDE	592977.98	2729226.31	BHAGMARI SYPHONE (Modified)
	537.1					
16	537	0.4	L-SIDE	593068.825	2728921.055	Phulandar (Modified)
	536.6			593229.426	2728188.452	
17	535.9	0.29	L-SIDE	593483.41	2728009.95	BHAGMARI SYPHONE
	535.61			593548.55	2727721.71	
18	535.4	0.42	R-SIDE	593392.1	2727489.75	Jafrabad
	534.98			593477.39	2727071.42	
19	533.6	0.2	R-SIDE	593807.929	2725741.024	Antar Dwipa
	533.4			593853.592	2725546.307	
20	533.1	0.21	L-SIDE	594130.318	2725320.367	Dhulian Pakur BRIDGE
	532.89			594194.598	2725037.58	
21	532.4	0.29	R-SIDE	594131.54	2724565.38	Bhasaipaikar
	532.11			594264.824	2724303.724	
22	532	0.05	R-SIDE	594323.36	2724179.71	
23	531.85	0.03	R-SIDE	594434.53	2723978.69	
24	531.35	0.03	R-SIDE	594775.09	2723545.64	
25	530.95	0.275	R-SIDE	595035.85	2723288.15	BalìaGhati
	530.675			595240.18	2723095.09	
26	529	0.22	L-SIDE	596555.4	2722150.8	
	528.78			596707.02	2722005.96	
27	528.5	0.05	R-SIDE	596798.17	2721662.1	Bhagalpur
28	527.5	0.1	R-SIDE	597496.12	2720989.12	BalìaGhati
	527.4			597589.156	2720932.084	
29	526	0.05	L-SIDE	598744.68	2720089.44	
30	525.7	0.05	R-SIDE	598786.05	2719771.61	Lokaipur
31	523.1	0.5	R-SIDE	600696.64	2718005.88	Hazipur
	522.6			601064.43	2717653.3	
32	521.5	0.25	L-SIDE	602031.38	2717023.44	Bamuha
	521.25			602217.76	2716847.99	
	Sub-total	9.438				Feeder Canal
33	512.7	1.3	R-SIDE	605958.965	2710669.285	KANUPUR
	511.4			606091.269	2709687.518	
34	507.3	0.5	R-SIDE	608138.962	2706156.168	RAGHUNATHGANJ
	506.8			608269.059	2705654.934	

35	499.3	0.4	L-SIDE	614528.02	2702167.29	KASIADANGA
	498.9			614484.41	2702052.57	
36	484.2	0.4	R-SIDE	615990.73	2696922.41	GADDE
	483.8			616154.3	2696648.64	
37	481.2	0	R-SIDE	618037.14	2694663.66	BALIA (Not Selected)
	480.65			618441.69	2694301.7	
38	477.35	0	R-SIDE	621595.31	2693093.02	CHAR KABILPUR (Not Selected)
	476.85			622022.27	2692994.43	
39	476.3	0.2	R-SIDE	622624.96	2692900.7	KABILPUR
	476.1			622796.884	2692861.254	
40	474.20	0.25	L-SIDE	624242.86	2691836.97	LALITAKURI
	473.95			624352.149	2691607.382	
41	453.45	1	R-SIDE	626298.73	2682750.49	BARANAGAR
	452.45			626305.07	2682932.22	
42	449.8	2	L-SIDE	628529.84	2680291.49	AZADHINDBAGH
	447.8			628228.34	2678292.88	
43	444.75	2.5	R-SIDE	628303.88	2675844.33	HAZARDUARI
	442.25			628741.21	2672321	
44	421.90	0	L-SIDE	624306.61	2654850.30	MAULA (Not Selected)
	421.80			624163.54	2653972.95	
45	420.90	0	L-SIDE	623991.05	2653643.11	HATNAGAR (Not Selected)
	420.70			623836.87	2653521.91	
46	418.90	0	R-SIDE	621546.85	2653960.22	KATALIA (Not Selected)
	418.65			621438.85	2653877.40	
47	416.300	0.8	L-SIDE	623177.06	2652706.62	Radhaballabhpur (Modified)
	415.500		L-SIDE	623083.59	2651828.99	
48	413.000	0.3	R-SIDE	620681.20	2651625.85	CHAURIGACHA
	412.700			620979.03	2650781.33	
49	406.600	0.95	L-SIDE	623504.70	2646123.00	MIRZAPUR (Modified)
	405.650			623204.98	2645637.94	
50	404.600	0.25	R-SIDE	621998.60	2645161.21	KAZIPARA
	404.350			621965.07	2644792.70	
51	402.800	0.25	R-SIDE	622278.25	2643578.20	ALIKPUR
	402.550			622349.45	2643338.33	
52	395.10	0.8	R-SIDE	622485.95	2638095.14	TAUSHADPUR
	394.30			622832.18	2637225.49	
53	393.20	0	L-SIDE	623965.73	2636992.23	MAGANPARA (Not Selected)
	392.70			625035.31	2636736.08	
54	381.40	0.8	L-SIDE	623991.55	2627468.47	MANIKDIGHI (Modified)
	380.60			622970.47	2628222.10	
55	377.10	0.5	R-SIDE	621400.10	2627784.50	NATUNGRAM

	376.60			621480.23	2627531.32	
56	373.450	0.4	L-SIDE	620815.84	2624797.25	Raghupur (Modified)
	373.050			620592.25	2624791.33	
57	372.50	0.225	R-SIDE	619986.81	2624731.47	KALYANPUR
	372.275			619881.44	2624502.21	
58	370.40	1.1	L-SIDE	619804.57	2622425.05	FULBAGAN
	369.300			618739.63	2621749.73	
59	368.62	1	R-SIDE	617722.92	2622072.64	SITAHATI (Modified)
	367.62			616838.14	2620929.33	
60	361.90	0.2	R-SIDE	615869.05	2616062.12	GOALPARA GHAT
	361.700			615979.71	2615943.59	
61	360.10	0.57	L-SIDE	617554.28	2615309.25	
	359.530			618063.14	2615048.95	
62	356.70	0.5	L-SIDE	620450.91	2613614.28	MATIARI
	356.200			620730.73	2613285.07	
63	355.70	0.475	R-SIDE	620841.79	2612607.38	Shatghar
	355.225			621303.12	2612456.96	
64	355.70	0	L-SIDE	620824.97	2613230.03	MATIARI GHAT (Not Selected)
	355.250			621163.84	2612933.94	
65	345.500	1	L-SIDE	628628.92	2610659.39	AGRADUIP
	344.500			627829.02	2610201.34	
66	339.90	0.8	R-SIDE	628468.14	2606467.03	MOHAJANPATTI
	339.10			629224.95	2606260.68	
67	336.60	1	L-SIDE	630678.30	2607507.35	BABLADANGA (Modified)
	335.60			632402.42	2607411.89	
68	334.50	0	L-SIDE	632991.94	2606304.80	VDAICHANDRAPUR (Not Selected)
	332.50			631595.13	2605084.54	
69	332.00	0.150	L-SIDE	630554.33	2605172.61	CHASKINIPARA
	331.85			630366.04	2605204.06	
70	331.00	2	R-SIDE	629495.45	2605567.62	POTULI DAMPAL GHAT
	329.00			629144.44	2605247.19	
71	328.80	0	R-SIDE	628747.47	2603535.35	POTULI FERRY GHAT (Not Selected)
	328.65			628915.45	2603238.89	
72	328.30	0	R-SIDE	629021.71	2603112.28	Tegachhi (Not Selected)
	327.20			630301.25	2602522.23	
73	320.70	0.2	R-SIDE	635579.24	2604077.24	TANAGHATI
	320.50			635832.86	2604033.14	
74	319.80	0.6	R-SIDE	636578.90	2604088.19	TANAGHAT
	319.20			637013.45	2604229.77	
75	316.30	0.2	L-SIDE	639076.09	2604210.85	KERKARIA

	316.10			639191.45	2603973.67	
76	315.10	0	L-SIDE	639744.50	2603194.63	VEBODAGA (Not Selected)
	315.00			639944.05	2602946.43	
77	308.40	0	L-SIDE	638629.98	2597192.70	DEBNAGAR (Not Selected)
	307.70			638043.30	2597603.85	
78	305.80	0.6	R-SIDE	637998.75	2596732.20	KUTURIA
	305.20			638332.78	2596454.21	
79	304.80	0	R-SIDE	638968.64	2595327.71	KASHTHASALI (Not Selected)
	304.70			639025.37	2595245.36	
80	301.40	0.36	L-SIDE	640551.72	2593570.19	RANCHARDRAPUR FERRY GHAT
	301.04			640483.26	2593206.33	
81	299.80	0.2	R-SIDE	639718.02	2592101.73	PACHIN MAYAPUR
	299.60			639915.25	2591699.36	
82	296.10	0.35	L-SIDE	640961.12	2589350.01	SWARUP GANJ GHAT (Modified)
	295.75			640905.37	2589117.89	
83	291.10	0	R-SIDE	638858.98	2585913.72	Mohisura (Not Selected)
	291.00			638790.34	2585791.15	
84	279.25	0.5		635616.03	2582905.14	SIDDAPARA
	278.75					
85	273.30	0.9	L-SIDE	638737.23	2578035.44	TENGRIDAYA
	272.4			638240.34	2576655.59	
86	269.6	0.9	L-SIDE	637186.19	2574454.15	KALINAGAR
	268.70			636546.04	2573690.46	
87	268.2	0	R-SIDE	636020.05	2573632.19	PURNIR GHAT (Not Selected)
	267.7			636186.30	2573117.69	
	Sub-total	27.43				
	Total	36.868				

PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Bank's Policy – Corrupt and Fraudulent Practices); 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 _____

[Loan/Credit/Grant] No. _____

Contract No. _____

between

[Name of the Client]

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, *[name of Client or Recipient]* (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 received *[or has applied for]* a loan *[or credit or grant]* from the *[insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]*: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* 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/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* 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/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* 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 “Bank Policy – Corrupt and Fraudulent Practices);
 - (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

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. 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 Guidelines” means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
- (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 **Special Conditions of Contract (SCC)**, 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 financing 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 entity selected by the Client to provide the Services under the signed Contract.
- (g) “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).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “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.

- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of the Client’s country.
- (n) “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.
- (o) “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.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “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.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “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.
- (v) “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. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to

be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

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

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and

necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

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

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend 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 corrupt, fraudulent, collusive, coercive or obstructive practices, 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 (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
Interests**

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

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

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

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under 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 shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice 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 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 I have been submitted by the Consultant and approved as satisfactory by the Client. The

Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

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

42. Interest on Delayed Payments

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

G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

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

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

45. Dispute Resolution

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

II. General Conditions

Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, 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 party⁹;
- (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 obligation¹⁰;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹¹;

⁹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

¹⁰ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

¹¹ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (iv) “coercive practices” 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 party¹²;
- (v) “obstructive practice” is
 - (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services 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) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation 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 they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures¹³, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated¹⁴ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

¹² For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹³ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁴ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

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(b) and 3.1	The Contract shall be construed in accordance with the law of Republic of India
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Vice Chairman & Project Director, Project Management Unit</p> <p>_____</p> <p>Attention : Shri Pravir Pandey Facsimile : + 91 120 2543976 E-mail: vc.iwai@nic.in</p> <p>Consultant : _____</p> <p>_____</p> <p>Attention : _____ Facsimile : _____ E-mail : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Vice Chairman & Project Director, Project Management Unit, IWAI, A-13, Sector – 1, NOIDA – 201301, Uttar Pradesh, India</p> <p>For the Consultant: <i>[name, title]</i> _____</p>

11.1	The effectiveness conditions are the following: <i>On signing of contract by both parties</i>
12.1	Termination of Contract for Failure to Become Effective: The time period shall be <u>2 months</u>.
13.1	Commencement of Services: The number of days shall be Fifteen (15) days. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 6 Months
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes

23.1	No additional provisions.
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of equivalent to twice the amount of the contract for a period of 5 years beyond the currency 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 as per Motor Vehicles Act 1988 or any amendment thereof.;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>Rs. 10 Lacs (Rupees Ten Lacs) (After each occurrence the Consultant shall repay premium necessary to make insurance valid for this amount always);</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	No exceptions
27.2	The Consultant shall not use these “all reports, data, documents provided by IWAI and provided by other Government agencies for the purpose of this consultancies” for purposes unrelated to this Contract without the prior written approval of the Client.
32.1 (a) through (e)	<i>32.1 (a), (b), (c) and (e) are agreeable within the law of the land. However, 32.1 (d) is not applicable</i>
38.1	The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.

	<p>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.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</p>																																					
<p>39.1 and 39.2</p>	<p><i>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.</i></p>																																					
<p>41.2</p>	<p>The payment schedule:</p> <table border="1" data-bbox="467 800 1370 1864"> <thead> <tr> <th data-bbox="467 800 586 877">S. No.</th> <th data-bbox="586 800 987 877">Activity</th> <th data-bbox="987 800 1219 877">Time span period</th> <th data-bbox="1219 800 1370 877">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="467 877 586 940">1</td> <td data-bbox="586 877 987 940">Mobilisation advance</td> <td data-bbox="987 877 1219 940">Within 15 days of award of contract</td> <td data-bbox="1219 877 1370 940">5%</td> </tr> <tr> <td data-bbox="467 940 586 1014">2a</td> <td data-bbox="586 940 987 1014">Draft SIA/SIMP/RAP of Ghazipur IMT , Kalughat IMT</td> <td data-bbox="987 940 1219 1014" rowspan="2">Within 1 month of award of work</td> <td data-bbox="1219 940 1370 1014">7%</td> </tr> <tr> <td data-bbox="467 1014 586 1094">2b.</td> <td data-bbox="586 1014 987 1094">Final SIA/ SIMP/RAP for Ghazipur IMT, Kalughat, IMT:</td> <td data-bbox="1219 1014 1370 1094">3%</td> </tr> <tr> <td data-bbox="467 1094 586 1262">3a</td> <td data-bbox="586 1094 987 1262">Draft SIA/SIMP /RAP of RO-RO terminals, Road, ROB for Sahibganj connectivity and Road connectivity and terminal extension at Varanasi</td> <td data-bbox="987 1094 1219 1262" rowspan="2">Within 2 months of award of work</td> <td data-bbox="1219 1094 1370 1262">7%</td> </tr> <tr> <td data-bbox="467 1262 586 1440">3b</td> <td data-bbox="586 1262 987 1440">Final SIA/SIMP / RAP of RO-RO terminals, Road, ROB for Sahibganj connectivity and Road connectivity and terminal extension at Varanasi</td> <td data-bbox="1219 1262 1370 1440">3%</td> </tr> <tr> <td data-bbox="467 1440 586 1587">4a</td> <td data-bbox="586 1440 987 1587">Draft SIA/SIMP / RAP for Bank Protection and bend correction, 2 Vessel Repair maintenance facilities.</td> <td data-bbox="987 1440 1219 1587" rowspan="2">Within 4 months of award of work</td> <td data-bbox="1219 1440 1370 1587">7%</td> </tr> <tr> <td data-bbox="467 1587 586 1755">4b</td> <td data-bbox="586 1587 987 1755">Final SIA/SIMP / RAP of RO-RO terminals, Road, ROB for Sahibganj connectivity and Road connectivity and terminal extension at Varanasi</td> <td data-bbox="1219 1587 1370 1755">3%</td> </tr> <tr> <td colspan="4" data-bbox="467 1755 1370 1797" style="text-align: center;">EIA</td> </tr> <tr> <td data-bbox="467 1797 586 1864">5a.</td> <td data-bbox="586 1797 987 1864">Draft EIA -EMP for IMT Kalughat and IMT Ghazipur</td> <td data-bbox="987 1797 1219 1864">Within 4 months of award of work</td> <td data-bbox="1219 1797 1370 1864">7%</td> </tr> </tbody> </table>	S. No.	Activity	Time span period	Payment	1	Mobilisation advance	Within 15 days of award of contract	5%	2a	Draft SIA/SIMP/RAP of Ghazipur IMT , Kalughat IMT	Within 1 month of award of work	7%	2b.	Final SIA/ SIMP/RAP for Ghazipur IMT, Kalughat, IMT:	3%	3a	Draft SIA/SIMP /RAP of RO-RO terminals, Road, ROB for Sahibganj connectivity and Road connectivity and terminal extension at Varanasi	Within 2 months of award of work	7%	3b	Final SIA/SIMP / RAP of RO-RO terminals, Road, ROB for Sahibganj connectivity and Road connectivity and terminal extension at Varanasi	3%	4a	Draft SIA/SIMP / RAP for Bank Protection and bend correction, 2 Vessel Repair maintenance facilities.	Within 4 months of award of work	7%	4b	Final SIA/SIMP / RAP of RO-RO terminals, Road, ROB for Sahibganj connectivity and Road connectivity and terminal extension at Varanasi	3%	EIA				5a.	Draft EIA -EMP for IMT Kalughat and IMT Ghazipur	Within 4 months of award of work	7%
S. No.	Activity	Time span period	Payment																																			
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<p>41.2.1</p>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment of 5% in respective currency shall be made against the receipt of an advance bank payment guarantee of equivalent amount. The advance payment will be set off by the Client in equal portions against first three payment milestones as mentioned in the payment schedule above. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off. 																									
<p>41.2.4</p>	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>																									

42.1	<p>The interest rate is: For Foreign currency: LIBOR + 2% For Local Currency: SBI Prime Lending Rate + 2% per annum.</p>
45.1	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to President, Institution of Engineers India, New Delhi for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, 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, President, Institution of Engineers India, New Delhi shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two 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 Secretary, the Indian Council of Arbitration, New Delhi; (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

	<p>an arbitrator may apply to the Secretary, the Indian Council of Arbitration, New Delhi 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> For domestic Consultant, Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India. For foreign consultants (including JV where lead partner is foreign), arbitration shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or (c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held (i) For Foreign Consultants, in a <i>neutral venue</i> or as agreed mutually during negotiations;

	<p>(ii) For Domestic Consultants, in Delhi or as agreed mutually during negotiations;</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in Delhi court of jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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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. ”]

**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 ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
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]*¹ 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 their 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]*.

¹ 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 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 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],² 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.

[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.}

² 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.”