

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: IWAI/JMVP-II/CruiseTerminal/Consultancy/DPR/2025-26

Consultancy services for Preparation of Detailed Project Report towards the Development of World Class Cruise Terminals at Varanasi, Uttar Pradesh and Guwahati, Assam.

Client: Inland Waterways Authority of India, Ministry of Ports, Shipping, and Waterways, Government of India

Country: India

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

Issued on: 2nd July 2025

*Inland Waterways Authority of India,
Ministry of Ports, Shipping & Waterways
GOVERNMENT OF INDIA*

PROJECT: *Capacity Augmentation of National Waterway – I*

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NATIONAL COMPETITIVE BIDDING
(Two-Envelope Bidding Process with e-Procurement)

Bid no: - IWAI/JMVP-II/CruiseTerminal/Consultancy/DPR/2025-26

NAME OF WORK: - **Consultancy services for Preparation of Detailed Project Report towards the Development of World Class Cruise Terminals at Varanasi, Uttar Pradesh and Guwahati, Assam.**

PERIOD OF SALE OF BIDDING DOCUMENT	FROM 2.07.2025 to 31.07.2025
TIME AND DATE OF PRE-BID MEETING	DATE 11.07.2025 TIME 15.00 HOURS
LAST DATE AND TIME FOR RECEIPT OF BIDS	DATE 31.07.2025 TIME 15.00 HOURS
TIME AND DATE OF OPENING	DATE 31.07.2025 TIME 15.30 HOURS Technical Part
<i>The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.</i>	
PLACE OF OPENING OF BIDS	IWAI, A-13 Sector-1; Noida
OFFICER INVITING BIDS: - <i>Project Director (JMVP)</i> <i>Inland Waterways Authority of India,</i> <i>A – 13, Sector – 1,</i> <i>Noida – 201301, Uttar Pradesh – INDIA</i> <i>Telephone No.: (91) 0120-2424544 Email: vc.iwai@nic.in</i>	

Employer: *Inland Waterways Authority of India,
Ministry of Ports, Shipping & Waterways
Government of India*

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

COUNTRY - INDIA

NAME OF PROJECT - Capacity Augmentation of National Waterway – 1

Loan No. 8752 – IN

Reference No. IWAI/JMVP-II/CruiseTerminal/Consultancy/DPR/2025-26

Assignment Title: Consultancy services for Preparation of Detailed Project Report towards the Development of World Class Cruise Terminals at Varanasi, Uttar Pradesh and Guwahati, Assam.

The Government of India has received a loan from the World Bank towards the cost of the Capacity Augmentation of National Waterway – 1 (Jal Marg Vikas Project) and intends to that a part of the proceeds will apply for consulting services as detailed below. **Consultancy services for Preparation of Detailed Project Report towards the Development of World Class Cruise Terminals at Varanasi, Uttar Pradesh and Guwahati, Assam.**

The *Inland Waterways Authority of India, Ministry of Ports, Shipping & Waterways, Government of India*, now invites eligible consulting firms (“Consultants”) to submit their proposals for providing the Services. Interested Consultants may download the RFP document free of cost from <https://eprocure.gov.in/eprocure/app>. The Consultants would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

The attention of interested Consultants is drawn to paragraph 1.9 of the World Bank’s *Guidelines: Selection and Employment of Consultants [under IBRD Loans and IDA Credits & Grants] by World Bank Borrowers* – January 2011 (Revised July 2014), setting forth the World Bank’s policy on conflict of interest.

Consultants are allowed associate with other firms in the form of a joint venture or a sub-consultancy to enhance their qualifications.

A Consultant will be selected in accordance with the QCBS method set out in the Consultant Guidelines. Further information can be obtained at the address below during office hours between 9.30 am to 6.00 pm

Vice Chairman & Project Director (JMVP)

Inland Waterways Authority of India; Project Management Unit

Address: A-13, Sector – 1: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301; India

E-mail address: vc.iwai@iwai.gov.in, akmishra@iwai.gov.in

Proposals must be submitted online at <https://eprocure.gov.in/eprocure/app>. Interested 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 Class-II) from one of the Government of India authorized Certifying Authorities in order to submit a proposal on line at the web address indicated above.

Proposals must be submitted latest by Date: 31.07. 2025 Time: 15.00 Hrs.

PART I

Section 1. Letter of Invitation

RFP No. IWAI/JMVP-II/CruiseTerminal/Consultancy/DPR/2025-26

Loan/Credit/Grant No 8752-IN

Noida,

Dated: 02.07.2025

Dear Sir/ Madam.:

1. The Government of India (hereinafter called "Borrower") has applied for financing from the *[select: 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*, an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of Government of India and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the *[loan/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 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"): Consultancy services for Preparation of Detailed Project Report towards the Development of World Class Cruise Terminals at Varanasi, Uttar Pradesh and Guwahati, Assam. More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under Quality and Cost Based Selection (QCBS) and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: www.worldbank.org/procure.
4. 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 - Forms of Contract (Time based)

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

Yours sincerely,

Vice Chairman and Project Director, JMVP
Inland Waterways Authority of India,
A-13, Sector-1, Noida-201301

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 *loan*¹ 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.

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]

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

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 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, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

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| <p>a. Conflicting activities</p> | <p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> 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.</p> |
| <p>b. Conflicting assignments</p> | <p>(ii) <u>Conflict among consulting assignments:</u> 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.</p> |
| <p>c. Conflicting relationships</p> | <p>(iii) <u>Relationship with the Client's staff:</u> 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.</p> |
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| <p>4. Unfair Competitive Advantage</p> | <p>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 Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p> |
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| <p>5. Corrupt and Fraudulent Practices</p> | <p>5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>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</p> |
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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	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>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).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
11.	Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12.	Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>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.</p>
	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, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

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

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

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

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

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

14. Preparation of Proposals – Specific Considerations

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

14.1.1 If a 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.

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, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award

recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by 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. Opening of Technical Proposals

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

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

20. Proposals Evaluation

20.1 Subject to provision of 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. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) | 23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.

23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record |
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shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

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

a. Time-Based Contracts

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

b. Lump-Sum Contracts

24.2 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 ITC 25 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

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

Consultant achieving the highest combined technical and financial score will be invited for negotiations.

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 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; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other Consultants.

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	
2.1	<p>Name of the Client: Inland Waterways Authority of India, Ministry of Ports, Shipping and Waterways, Government of India.</p> <p>Method of selection: Quality and Cost Based Selection (QCBS)</p> <p>Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>No hard copy of Bid is required to be submitted.</p> <p>The name of the assignment is: Consultancy services for Preparation of Detailed Project Report towards the Development of World Class Cruise Terminals at Varanasi, Uttar Pradesh and Guwahati, Assam.</p>
2.3	<p>A On – Line pre-proposal conference will be held: Yes</p> <p>Link for the On-Line Pre-Proposal Conference is as given below:</p> <p>https://teams.microsoft.com/join/19%3ameeting_ZWExYzI4NDYtN2YxZS00ZWlZLWEwZjctMTE2MzdIZGZjYjJm%40thread.v2/0?context=%7b%22Tid%22%3a%22c4d675de-e1da-4ab4-ac52-3299a6812ab9%22%2c%22Oid%22%3a%22823c1ccb-6a8f-4855-9dc6-45316b8dcd88%22%7d</p> <p>Date of pre-proposal conference: 11.07. 2025 Time: 15:00 Hrs Address: IWAI, A-13, Sector – 1, Noida – 201301, Uttar Pradesh, India Telephone: 0120-2544004 Facsimile: 0120-2543976 E-mail: vc.iwai@nic.in Contact person/conference coordinator: Vice Chairman and Project Director, JMVP</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: NA</p>

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	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP): to be uploaded as .pdf files</u></p> <p>On-line Technical Proposal should consist of</p> <ol style="list-style-type: none"> 1) Annexure-I – Part A, Mandatory Criteria along with all attachments. 2) Form TECH-1 – Technical Proposal Submission Form (on Bidders Letter Head) 3) Power of Attorney to sign the Proposal 4) Form TECH-2 - Consultant Organization and Experience 5) Form TECH-2A – Consultant's Organization. 6) Form TECH-2B - Consultant's Experience. 7) Form TECH-3 – Comments or Suggestion on TOR, Counterpart Staff & Facilities to be provided by the client. 8) Form TECH-4 – Description of the Approach, Methodology, and Work Plan in responding to the Terms of Reference (TOR). 9) Form TECH-5 – Work Schedule and Planning for Deliverables 10) Form TECH-6 – Team Composition, Assignments and Key Experts Inputs along with their Curriculum Vitae (CVs to be attached). <p>AND</p> <p>On line Financial Proposal: <u>to be uploaded as .pdf files</u></p> <ol style="list-style-type: none"> (1) Form FIN-1 - Technical Proposal Submission Form (on Bidders Letter Head) (2) Form FIN-3 – Breakdown of Remunerations (3) Form FIN-4– Breakdown of Reimbursables Expenses for corresponding proposals at FIN-3 <p>On line Financial Proposal to be filled in EXCEL format.</p> <ol style="list-style-type: none"> (4) Form FIN-2 – Summary of Costs (FIN-3 & FIN-4) (EXECL format on CPP Portal)
10.2	Statement of Undertaking is required: No
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes

12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline.
13.1	Clarifications may be requested not later than the date of pre-bid meeting. The system will also send auto-e-mail regarding hosting of query and response to all the shortlisted Consultants. The shortlisted Consultants shall remain responsible to view query and response thereto.
13.1.1	The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline. The system will also send auto-e-mail regarding hosting of amendment to RFP to all the shortlisted Consultants. The shortlisted Consultants shall remain responsible to view amendment to RFP.
13.1.2	The Client will host extension of submission deadline on the e-procurement portal.
13.2	A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals. (a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the 'Proposal'. (b) For this purpose, modification/withdrawal by other means will not be accepted. (c) The modification and consequential re-submission of proposals is allowed any number of times. (d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is <i>not allowed</i> .
14.1.1	Consultants in the form of a Joint Venture is Permitted.
14.1.2	Estimated input of Key Experts' time-input: 4 man-months.
14.1.3 for time-based contracts only	Not applicable
14.1.4 and 27.2	Applicable

use for Fixed Budget method	
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<ol style="list-style-type: none"> (1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>cost of office accommodation, including overheads and back-stop support;</i> (4) <i>communications costs;</i> (5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> (6) <i>cost of reports production (including printing) and delivering to the Client;</i> (7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i>
16.2	<p>Price adjustment on the remuneration apply: Not Applicable</p> <p>Payments for remuneration made in [foreign <i>and/or</i> local] currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $\text{R}_f = \text{R}_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right]$ <p>Where,</p> <p>R_f is the adjusted remuneration;</p> <p>R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency;</p> <p>I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and</p> <p>I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: [Insert the name, source institution, and necessary identifying characteristics</p>

	<p><i>of the index for foreign currency, e.g. “Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics”]</i></p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every 13th month (and, for the first time, with effect for the remuneration earned in the 25th calendar month after the date of the Contract) by applying the following formula:</p> $R_t = R_{to} \times \left[0.1 + 0.9 \frac{I_t}{I_{to}} \right]$ <p>where R_t is the adjusted remuneration, R_{to} is the remuneration payable on the basis of the rates set forth in Appendix C for remuneration payable in local currency, I_t is the official index for “Consumer Price (Combined) of all India” in the Client’s country for the first month for which the adjustment is to have effect and, I_{to} is the official index for “Consumer Price (Combined) of all India” in the Client’s country for the month of the date of the Contract.</p>
16.3	<p>Information on the Consultant’s tax obligations in the Client’s country should be checked with tax experts.</p> <p>The Consultant is to submit an Undertaking for Input Tax Credit in GST along with their proposal as per format attached with the RFP.</p>
16.4	The Financial Proposal shall be stated in the following currencies: INR
C. Submission, Opening and Evaluation	
17.1	<p>The Consultants have to submit their Proposals electronically.</p> <p>The Client shall use the following electronic-procurement system to manage this Selection process:</p> <p>https://eprocure.gov.in/eprocure/app</p> <p>The Consultants shall submit their Proposals electronically on the e-procurement portal.</p> <p>The electronic submission procedures shall be as follows:</p> <p>The Consultants shall submit their Proposals (both Technical and Financial) electronically following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website:</p> <p>(a) To participate in the e-tendering process, it is mandatory for the consultants to have Class II/III Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link www.cca.gov.in</p>

	<p>(b) The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration.</p> <p>(c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 2 MB and there is no limit on the number of files to be uploaded. If any document is more than 2MB, it can be reduced through zip / rar and the same can be uploaded, if permitted.</p>
17.7 and 17.9	<p>The Proposals must be uploaded on the e-procurement portal no later than:</p> <p>Date: 31.07.2025</p> <p>Time: 15:00 Hrs.</p>
17.10 (New clause regarding Tender fee)	<p>Tender fee (price of bid document)</p> <p>Bidding documents are available online on https://eprocure.gov.in/eprocure/app for a for a non-refundable fee as indicated below, in the form of RTGS/ NEFT from any scheduled/ nationalized bank payable at Noida/ New Delhi in favour of IWAI Fund Jal Marg Vikas (proof of cost of bid document to be submitted subsequently with the technical bid).</p> <p>Price of bidding document: Rs.5,900 (Rs. 5,000 + 18% GST) (non-refundable)</p> <p>(a) Name of Bank Account: IWAI Fund Jal Marg Vikas</p> <p>(b) Bank Name and Address: Canara Bank, Sector-18, (Morna) Branch, Noida, UP</p> <p>(c) Bank Account Number: 87781010014534</p> <p>(d) IFSC: CNRB0018778</p>
19.1	<p>The procedure for online opening of technical proposals shall be: Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.</p> <p>Date: 31.07.2025</p> <p>Time: 15:30 Hrs.</p> <p>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</p> <p>Street Address: Inland Waterways Authority of India, A-13, Sector -1, Noida</p> <p>[In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day]</p>

19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals N.A.		
21.1	<p>Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet.</p> <ul style="list-style-type: none"> Part-A: Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated and their proposal shall be disqualified / rejected. Part-B: Technical Proposal of Consultants, who meet the criteria in Part - A shall be evaluated further using the scoring scheme contained in Part B 		
21.1 Part-A	Part A: Mandatory Criteria – the format is placed in Section-3 (Annexure-I)		
	SL. NO	Description of Documents	Documents required to be furnished
	1	Name of the Organization Date of Establishment Nature of Business PAN No GST No Complete Postal Address with Pin Code Mobile no. E-mail address. Present profile – Brief description of the firm Organizational strength of consultant Key persons ... 2 principals with contact details to be Contacted by IWAI.	<i>Copy of Certificate of Incorporation.</i> <i>Kindly avoid submission of company brochures for the purpose of description of the firm</i>
	1.1	CPPP Portal Login- ID (E- Procurement) <i>To participate in the e-tendering process, it is mandatory for the consultants to have Class II Digital Signature Certificate or above (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Agency authorized by the Government of India</i>	<i>Kindly furnish CPP PORTAL login ID details of the Authorised Person</i>
	1.2	The Consultants can be a Individuals, Firms, including Joint Venture & their individual members Details of Joint Venture Partner	<i>Details of Applicant / JV Partner in the Form prescribed at sl.no 1 above.</i>
	2	For Consultant of Foreign registry , indicate if there is any branch office(s) established in India with details in aforesaid manner	<i>If yes, details as called at sl.no1 above.</i>
	3	Consultant should have been engaged in conducting similar activities for the past 7 years	<i>Details of relevant Engagement,</i>

		– copy of Certificate of Completions to be submitted along with the EOI		
	3 a	Consultant should have a minimum average annual turnover of INR 0.61 Crores in the last 5 financial years	2023-24 2022-23 2021-22 2020-21 2019-20	CA certified copy for last 5 years.
	3b	Consultant should have completed 3 such works of similar / related work during the last 7 years ending on 2023-24/ 2024-25. Similar Work means: Providing Consultancy services for Detailed Project Report preparation towards the Development of Cruise Terminals/ IWT Terminals.		<i>Kindly Provide following details toward completed works.</i> <ul style="list-style-type: none"> • Client's details • Scope of work • Date of Start • Date of completion, • Synopsis of the Projects (relevant certificates of Commencement & completions should be enclosed)
	3c	Consultant should have a minimum of 12 employees on its payroll – Declaration to be submitted		<i>Declaration to be made by the company's authorised Signatory.</i>
	3d	Profile of the Persons likely to be deployed for this Assignment. <i>Please enclose details of methodology to be adopted - the Team Size & CV of the Team Leader & others.</i>		<i>Please provide the CV's with the details</i>
21.1 Part-B	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:			
	Sl. no	Description	Points	
	(i)	Specific experience of the Consultant (as a firm) relevant to the Assignment: a) a minimum of 4 completed projects of similar nature to be submitted. Each project shall be awarded 5 marks	[20]	
	(ii)	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): a) Approach and methodology (10) b) Work Plan (5) c) Organization and staffing (5)	[20]	

	[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]																										
	(iii)	Key Experts’ qualifications and competence for the Assignment:	60																								
	{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}																										
		<table><thead><tr><th>Name</th><th>Points</th></tr></thead><tbody><tr><td>Team Leader</td><td>10</td></tr><tr><td>Finance Expert</td><td>5</td></tr><tr><td>Traffic Expert</td><td>5</td></tr><tr><td>Structural Engineer</td><td>5</td></tr><tr><td>Geotechnical Engineer</td><td>5</td></tr><tr><td>Survey Expert</td><td>5</td></tr><tr><td>Hydraulic Expert</td><td>5</td></tr><tr><td>Hydrologist</td><td>5</td></tr><tr><td>Environment Expert</td><td>5</td></tr><tr><td>Procurement Expert</td><td>5</td></tr><tr><td>Social Development (R&R) Expert</td><td>5</td></tr></tbody></table>	Name	Points	Team Leader	10	Finance Expert	5	Traffic Expert	5	Structural Engineer	5	Geotechnical Engineer	5	Survey Expert	5	Hydraulic Expert	5	Hydrologist	5	Environment Expert	5	Procurement Expert	5	Social Development (R&R) Expert	5	
Name	Points																										
Team Leader	10																										
Finance Expert	5																										
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Structural Engineer	5																										
Geotechnical Engineer	5																										
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Hydraulic Expert	5																										
Hydrologist	5																										
Environment Expert	5																										
Procurement Expert	5																										
Social Development (R&R) Expert	5																										
	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: 1) General qualifications (general education, training, and experience):		10%																								
	2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) :		80%																								
	3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc)		10 %																								
	Total weight:		100%																								

	<p>Part-B</p> <ul style="list-style-type: none"> ➤ Specific experience of the Consultant..... – 20 ➤ Adequacy and quality of the proposed methodology – 20 ➤ Key Experts' qualifications and competence– 60 <p style="text-align: center;">Total points for the three criteria: 100</p> <p>The minimum technical score (St) required to pass is: 75</p>
23.1	<p>An online 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 Financial Proposals.</p> <p>Notifications to the Consultants will be sent as following:</p> <p>The Client shall notify the Consultants online through e-procurement portal.</p> <p>Consultants have an option to attend the opening of the Financial Proposals in person through authorised representative.</p> <p><i>The opening shall take place at: Date & Time</i></p> <p>Purchasers Address is: Vice Chairman & Project Director (JMVP) Inland Waterways Authority of India Project Management Unit Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301 Country: India Telephone: +91 12022424544 mail address: vc.iwai@iwai.gov.in ,</p>
23.3	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact [Vice Chairman & Project Director, JMVP, 0120-2544004 and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>A notice of the public opening of Financial Proposals shall be published on the Client's website.</p> <p>The online opening procedure shall be as following:</p> <p>Financial proposals will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated in https://eprocure.gov.in/eprocure/app</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>An option of presence in person is provided at the place, date and time as specified in BDS 23.1</p>
25.1	For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	Currency chosen for the conversion to common currency is INR.
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: Within 120 days of bid opening. Address: Inland Waterways Authority of India.</p>
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.iwai.nic.in; www.devbusiness.com</p> <p>The publication will be done within 15 days after the contract signing.</p>

30.2	Expected date for the commencement of the Services: Date: Within 15 days of signing of contract.
-------------	---

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

FORM	DESCRIPTION	<i>Page Limit</i>
Annexure-I	Part-A , Mandatory Criteria - listed at Para 21.1 Part A	
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
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)	

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

Annexure-I

Reference :-

Date:-

To,
 Vice Chairman & Project Director
 Jal Marg Vikas Project
 Inland Waterways Authority of India
 (Ministry of Ports, Shipping and Waterways, Govt. of India)
 A – 13, Sector – 1, Noida -201301 (U.P.)

Subject: - Consultancy services for Preparation of Detailed Project Report towards the Development of World Class Cruise Terminals at Varanasi, Uttar Pradesh and Guwahati, Assam.

File Reference:

Activity Ref: IN-IWAI-XXXXXX-CS- QCBS

Dear Sir,

Refer your RFP

We are pleased to enclose our credentials for the subject cited assignment as per your requirements listed at Para 21.1 Part -A

SL.N O	Description of Documents	Documents required to be furnished	Yes / No	Refer ence
1	Name of the Organization	<i>Copy of Certificate of Incorporation.</i>		
	Date of Establishment			
	Date of Commencement of Business			
	Type of Organization – Legal Status			
	Nature of Business			
	PAN No			
	GST No			
	Exact & Complete Address			
	Telephone / Fax numbers.			
	E-mail address.			
	Present a brief profile - Narrative description of the firm (s)..	<i>Kindly avoid submission of company brochures for the purpose of description of the firm</i>		
	Organizational strength of Consultant			
	Key persons ... 2 principals with contact details to be Contacted by IWAI.			
1.1	CPPP Portal Login- ID at NIC's e-procurement site <i>To participate in the e-tendering process, it is mandatory for the consultants to have Class II or above Digital Signature Certificate (in the name of person who will sign the proposal)</i>	<i>Kindly furnish the login ID details of the Authorized Person along with the Screen Shot of e-portal with Login details.</i>		

1.1	RFP Submitted as Sole Applicant or Joint Venture	Details of Joint Venture Partner	If yes, details of JV Partner similar to 1 above		
2	For Consultant of Foreign registry , indicate if there is any branch office(s) established in India with details in aforesaid manner		If yes, details similar to 1 above		
3	Consultant should have been engaged in conducting similar activities for the past 7 years – copy of Certificate of Completions to be submitted along with the EOI		Details of relevant Engagement,		
3a	Consultant should have a minimum average annual financial turnover of INR 0.61 Crore during the last 5 years – CA certified declaration for last 5 years to be submitted along with the RFP.	2023-24	CA certified declaration for last 5 years.		
		2023-23			
		2021-22			
		2020-21			
		2019-20			
3b	Consultant should have completed 3 such works of similar / related work during the last 7 years ending on 2023-24/ 2024-25. Similar Work means: Providing Consultancy services for Detailed Project Report preparation towards the Development of Cruise Terminals/ IWT Terminals.		Kindly Provide following details toward completed works. <ul style="list-style-type: none"> • Client's details • Scope of work • Date of commencement, • Date of completion, • Synopsis of the Projects (relevant certificates of Commencement & completions issued by client should be enclosed) 		
3d	Consultant should be having a minimum of 12 employees on their payroll – declaration to be submitted.		Declaration to be made by company HR		

Hope you will find the same in line with your requirements.

Signature & Name of the Consultant
Date & Seal

Certificate

This is to confirm & certify that the information furnished with this proposal are true & Correct and are not debarred by the World Bank.

Signature & Name of the Consultant Date & Seal

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

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

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “Consultancy services for Preparation of Detailed Project Report towards the Development of World Class Cruise Terminals at Varanasi, Uttar Pradesh and Guwahati, Assam.” in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{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

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.

TECH 2 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

TECH 2 B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 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

FORM TECH-3
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.

TECH 3A - On the Terms of Reference

TECH 3B - 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

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:

- 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**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.

N-2																	
											Subtotal						7
											Total						7

- 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. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

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

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Noida, August, 2021}

To: Vice Chairman & Project Director
Inland Waterways Authority of India
A-13, Sector-1, Noida – 201 301 (UP)

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “Consultancy services for Preparation of Detailed Project Report towards the Development of World Class Cruise Terminals at Varanasi, Uttar Pradesh and Guwahati, Assam” in accordance with your Request for Proposal dated 09th August, 2021 and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert “including” or “excluding”]* of all indirect local taxes in accordance with 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.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

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

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

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

We remain,

Yours sincerely,

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}			
	In Indian Rupees (Rs.)			
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				
<u>Total Estimate for GST:</u>				

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for time-based 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 time-based contracts

A. Remuneration _____					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total in Rs.
_____	Key Experts				
K-1	_____		[Home]	_____	
			[Field]	_____	
K-2	_____			_____	

_____	_____			_____	

_____	_____			_____	

_____	Non-Key Experts				
N-1	_____		[Home]	_____	
N-2	_____		[Field]	_____	
_____	_____			_____	

_____	_____			_____	

Total Costs					

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {INR})

Personnel		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	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

1. Expressed as percentage of 1

2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for time-based 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 time-based contracts

B. Reimbursable Expenses					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Local Currency- as in FIN-2}
—	{e.g., Expenses for Site visits, proof checking, air travel, meetings, local transport and documentation etc.)				
—					
—					
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.

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 5. Eligible Countries

In reference to ITC6.3.2, for the information of 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 party²;
- (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 obligation³;
- (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 party⁴;

² 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.

³ 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.

⁴ 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 party⁵;
 - (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 procedures⁶, 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 nominated⁷ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁵ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁶ 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.

⁷ 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
Consultancy services for Preparation of Detailed
Project Report towards the Development of World
Class Cruise Terminals at Varanasi, Uttar Pradesh
and Guwahati, Assam.

1. Objective of Consultancy & Scope of Services: -

Inland Waterways Authority of India (IWAI) intends to engage a qualified consultant to prepare a Detailed Project Report (DPR) for the development of a world-class cruise terminal at Varanasi, Uttar Pradesh & Guwahati, Assam, supporting the Inland Waterways Authority of India's (IWAI) initiatives to promote river cruise tourism and enhance passenger facilities.

Detailed Scope of Work for the Services Unless explicitly restricted, the Scope of Work of this tender shall include but shall not be limited to following:

1.1. Collection and Review of available Reports, Studies and Data

The Consultant shall collect and review the Feasibility Study for Varanasi and Guwahati conducted by IIT Madras.

1.2. Preliminary Services including Site Survey Investigations

1.1.1 *Hydrographic Survey*

- (i) Hydrographic survey has already been undertaken by IWAI i.e Bank to bank within main spill channel (500 m) and at an interval of 50 m in main channel. Topographic survey of the entire channel. The charts will be made available to the successful bidder.
- (ii) However, all critical locations is to be ascertained and verified for the changes through surveys as per requirements in consultation with EIC.
- (iii) Any additional hydrographic survey required for preparation of this DPR shall be conducted by the Consultant by duly engaging a professional agency subject to the requirements and at the discretion of EIC.

1.1.2 *Topographic Survey:*

- (i) The Consultant shall undertake fresh topographic survey for preparation of lay-outs, General Arrangement (GA) drawings, sections and elevations etc. These surveys shall be carried out up to the water line during the survey period as per standard norms and practices. The Topographic Survey charts shall be prepared in the scale of 1:1000 and these will include spot levels in a grid of 25 mas well as other physical features and contours. Both hard and soft copies of survey charts as well as raw data shall be submitted to the EIC as per normal practice.

1.1.3 *Geo-technical Investigation*

- (i) The Consultant shall carry out geo-technical investigation (boreholes) for the purpose of design of structures. The locations of the boreholes shall be clearly marked on the topographic survey charts;

- (ii) The geo-technical investigation shall be carried out as per relevant IS codes & manuals and structures being proposed; and
- (iii) The geo-technical report will include but not limited to the following:
 - (a) Methodology;
 - (b) Laboratory Tests including Bulk Density and Moisture content, Sieve analysis, Hydrometer analysis, Liquid limits & Plastic limits, Specific gravity, Shear test on undisturbed & remoulded saturated disturbed soil samples and determination of voidratio etc.;
 - (c) Detailed Bore logs for each Borehole; and
 - (d) Foundation Design Calculations including Scour Depth, Bearing Capacity and Recommendations

[Note: Since the extent of geo-technical investigations (number of boreholes) which maybe finally carried out by the Consultant cannot be fixed before-hand, it is requested that the bidder may visit the site before submitting the bid, no additional cost on this account will be considered later on:]

1.1.4 Land Allocation by Local Authorities

The cruise terminal project requires appropriate land allocation at strategic locations, primarily Assi Ghat and the Multimodal Terminal (MMT) near Ramnagar for Varanasi, Uttar Pradesh & suitable location in Guwahati with coordination with RO Guwahati, IWAI. Coordination with local and state authorities is essential to verify land ownership, initiate acquisition or allocation processes, and secure necessary approvals. Legal and administrative clearances will be pursued to ensure seamless land availability for both terminal and access infrastructure development.

1.1.5 Proof Checking

- (i) The Consultant shall submit detailed design basis reports of all components / sub- components of the Project after their review and vetting by an IIT/ NIT or any other reputed Engineering Institute which shall be approved by the Client. The Fee for such Proof checking shall be borne by the Consultant itself; and
- (ii) The Consultant shall facilitate coordination among the proof consultant and other advisors/ consultants/ professionals appointed by the Client for monitoring of preparation of this DPR. In this process, the Consultant shall attend meetings and provide all necessary information drawings and details sufficient enough for systematic review/ vetting of the design proposals before and after submission to the Client.

1.1.6 Social Impact Assessment (SIA)

- (i) The SIA report shall inter-alia contain the magnitude of Land Acquisition, Resettlement issues and the Mitigation of Impacts. The report shall include the baseline socio- economic characteristics of the Project Affected Families (PAFs) & Project Affected Person (PAPs), Resettlement and Rehabilitation (R&R) policy provisions & entitlements, outcome of the consultations held with the communities, implementation and monitoring mechanisms. It shall also contain the budget for implementing the R&R and other provisions related to SIA.

1.1.7 Environment Impact Assessment (EIA)

The Consultant shall:

- (i) assess the environmental impacts due to development of the Project and suggest suitable Environment Management Plan (EMP) to mitigate the adverse impacts, if any, including its cost. Only rapid EIA / EMP study is envisaged for which one season data shall be sufficient;
- (ii) analysis of alternatives (all feasible technical options) must be considered in the EIA / EMP study before finalizing the option that provides for at least amount of disturbance to riverbeds & bank erosion;
- (iii) analyse and assess disturbances to riverbed and riverbanks (mainly erosion & disturbance to the habitats) for which riverbed samples need to be collected; and
- (iv) assess and bring out in sufficient details along with supporting documents, the need of obtaining environmental clearances for construction of Project based on prevailing rules and regulations of Central & State Governments. If environmental clearance is not required, in that case, the list of statutory and regulatory clearances required for the Project along with the timeline and concerned Government Agency needs to be given in the EIA / EMP study. The Consultant shall be required to submit application of these statutory clearances to the concerned Government Agency on behalf of the Client & also follow up and guide the Client for the same. Further, the Consultant shall also

1.1.8 Cost Estimates

The Consultant is required to submit both the Capital as well as O&M expenses (CAPEX & OPEX) for the Project in sufficient details. The component / sub-component wise cost estimates shall be based on the Schedule of Rates (SoR) and / or Delhi Schedule of Rates (DSR). Market Rates can be adopted for those items for which SoR is not available. Transportation of men & material to the construction sites taking into account the ground realities of geographical region will be suitably considered in the rates / cost of various components / sub-components. The basis / supporting documents / SoRs

considered for various rates used for preparing the cost estimate shall be given in the DPR.

1.1.9 Detailed Design of Marine Structures

The marine structures to be developed include floating pontoons, guide piles, bollards, fenders, and diaphragm walls for riverbank stabilization. The design will address seasonal variations in water level, berthing dynamics, and long-term durability. Based on stakeholder consultations, RO-PAX compatible ramps and multiple boarding points will be incorporated to serve both short and long journey cruise services. All structures will be designed in line with national and international maritime standards, including provisions for flood resilience.

1.1.10 Detailed Design of Terminal Building Including Architectural Assessment and Planning

The terminal building will be designed to serve an initial passenger capacity of 500, scalable to 1000 in future. The building will have a floor area of approximately 1800 square meters (60m x 30m), spread across two floors in line with the feasibility study. Facilities will include immigration and customs counters, air-conditioned waiting lounges, retail spaces, restrooms, parking zones, and separate access for service operations. The architectural design will incorporate heritage aesthetics, local cultural motifs, and modern functionality to enhance tourist experience and operational efficiency.

1.1.11 Detailed Planning of Equipment and Infrastructure

The terminal will be equipped with essential infrastructure including shore power connections, potable water supply systems, fuel bunkering lines, sewage and solid waste handling units, and ship-to-shore gangways (movable and fixed). Communication will be facilitated through VHF systems, and safety infrastructure such as firefighting systems, CCTV surveillance, control rooms, and lighting will be provided. Additional features will include HVAC systems, backup generators, and designated areas for cargo and supply transfers.

1.1.12 Organizational Structure

The Consultant shall suggest:

- (i) institutional mechanism for execution of the Project including supervision of construction works without time and cost overrun; and
- (ii) organization structure for operation & maintenance/ management of the lock after its commissioning.

1.1.13 Time Schedule for Project Execution

The Consultant shall prepare:

- (i) detailed & realistic construction time schedule indicating the sequence of activities duly works required for the construction and priority of works. Suggestion shall also be given for executing the Project in different phases with split up of the works (if required) and the costs thereto; and

- (ii) monthly physical and financial target statement

1.1.14 Preparation of tender document for execution of Project

The Consultant shall prepare tender document(s) for execution of various works on EPC and /or Item rate mode, as per the Govt. of India's Standard Procurement Guidelines, which will inter-alia include all necessary detailed technical specifications, BoQ, Price Schedule and Special Conditions of Contract. Accordingly, the preliminary designs and cost estimates of every component and sub-component will have all such details, authenticity and backup / supporting documents which are required for preparing and processing the tender document(s) for execution of the Project on EPC and / or Item Rate mode as per prevailing norms and practices.

2. Methodology, Standards and Assumptions

- (i) The Consultant, shall, be responsible for evolving an appropriate methodology in accordance with relevant industry standards, undertake all fieldwork and ensure that all data is quality assured & corrected wherever appropriate. The Consultant shall keep a record of all information collected and present this in a manner that allows making statistical comparisons. Qualitative or Quantitative assessments must be backed up by case studies and relevant industry examples.
- (ii) The Consultant, shall, for the purposes of this study, take into account all recognized standards, guidelines and codes of practice as required in accordance with Indian law and as recognized internationally.
- (iii) All consultancy works which are included in the scope of work shall be carried out by the Consultant and the Consultant cannot transfer any responsibility for completion of DPR to the Client.
- (iv) To facilitate the Consultant to obtain data from various Government and other agencies, the Client will only provide necessary assistance through letters authorizing the Consultant to obtain the data for the purpose of the study. All follow up etc. in this regard will have to be done only by the Consultant.

3. Payment Terms: The payment will be made on submission and acceptance of reports and as per the table below:

Sl. No.	Reports to be delivered	Payment as %age of total contract value (applicable for both the DPRs proportionately)
a)	Submission of preliminary report	30%

b)	Submission of draft final report	30%
c)	Acceptance and approval of final report	20%
d)	Submission and acceptance of tender	20%

All the payments shall be made in Indian Rupees only and shall be subject to applicable Indian Laws for withholding taxes, if any.

The Consultant is liable to provide the consultancy services during implementation of this projects on as required basis. No extra payment for rendering services during defects liability period will be made to the Consultant.

Implementation Mechanism

- i) The Consultant shall be responsible and report to the Engineer in Charge of IWAI.
- ii) The Project Director for Jal Marg Vikas Project has charge of overall project administration. EICs assisted by PIU (Project Implementation Unit) at Varanasi, Guwahati will be the main interface between the Employer (through Project Director (JMVP) and Consultant. The PIU will conduct its business as per authorization and under rules and regulations of the Employer. PIU nominated shall assist the EICs and PMU in coordinating with consultant.
- iii) EIC shall regularly co-ordinate with and arrange for all submittals, deliverables from Consultant including but not limited to reports, issues, risk management etc. to PMU appointed at IWAI head office for managing and ensuring smooth functioning of respective Project Sites within timelines, and agreed quality as outlined in Contracts.

Contract Management Framework

EIC & Director, IWAI, Varanasi & Guwahati takes responsibility on behalf of PMU for managing the Consultant to work with assistance of PIU. The EIC will assign a team from PIU to engage regularly with the Consultant for efficiently completing the various delivery items. Frequent meetings between the PIU, PMU, Consultant, MoPSW shall be held at the Employer's office in Noida & Regional Headquarters foreseen during the period of services. During the entire period of services, the Consultant shall interact closely with IWAI /PIU/PMU to receive input and provide information sought by Employer.

Deliverables

The following are the principal deliverables to be fulfilled by the Consultant. The Deliverables are required to be read in conjunction with the following documents enclosed to this RFP and detailed Terms of Reference.

The Services are envisaged to be commenced and completed in 4 months from the date signing of agreement.

The selected Consulting Organization have to submit the following reports, along with the review and incorporation of the comments given by the project proponent as has been summarized below:

Sl. No	Activity	Timeline
a.	Submission of Inception report	Within 1 month after signing of contract
b.	Submission of Draft Detailed Project Report (3copies)	Within 3 months after signing of contract.
c.	Submission of Final Detailed Project Report (3 copies) after incorporating final comments of IWAI and tender document	Within 4 months after signing of contract.

Staffing

Consultant's professionals must have relevant experience complying to the requirement of terms of reference (TOR), Staff nominated by the selected Consultant must be confirmed as available at project locations for data collection & stakeholder meetings and at PMU in Noida as & when required basis.

Details of required Manpower / Man months for the above works

I. The following manpower is being proposed for engaging under the Consultancy services for conducting feasibility study towards the Development of World Class Cruise Terminals at Varanasi, Uttar Pradesh and Guwahati, Assam.

S. No.	Position	Nos. of Experts	Man-Month deployment for each expert
1.	Team Leader	1	4 Months
2.	Finance Expert	1	2 Months
3.	Traffic Expert	1	2 Months
4.	Structural Engineer	1	4 Months
5.	Geotechnical Engineer	1	2 Months
6.	Survey Expert	1	2 Months
7.	Hydraulic Expert	1	3 Months
8.	Hydrologist	1	2 Months
9.	Environment Expert	1	2 Months
10.	Procurement Expert	1	4 Months
11.	Social Development (R&R) Expert	1	2 Months
12.	Suppor Staff	2	4 Months
	TOTAL	13	31 Months

II. Required qualification of the key experts are tabulated below:

S. No.	Key Expert	Numbers	Educational Qualification	Relevant Experience
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1	Team Leader	1	<i>Minimum Qualification</i> Master's Degree / Post Graduate Diploma (PGD) in relevant field	Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in Transport infrastructure sector (preferably in the Ports/ IWT projects)
2	Finance expert	1	Minimum Qualification Graduate in any discipline with Master degree/ or equivalent in the relevant field <i>Preferred Qualification</i> Post Graduation (Master's Degree) in relevant field	Minimum overall experience of Ten (10) years out of which minimum five (5) years of experience in finance infrastructure sector (preferably in the Ports/ IWT projects)
3	Traffic expert	1	Minimum Qualification Graduate in any discipline with Master degree/Post Graduate Diploma (PGD) or equivalent in the relevant field <i>Preferred Qualification</i> Post Graduation (Master's Degree / PGD) in relevant field	Minimum overall experience of Ten (10) years out of which minimum five (5) years of experience in traffic studies in Transport infrastructure sector (preferably in the Ports/ IWT projects)
4	Structural Engineer	1	<i>Minimum Qualification</i> Graduate in Civil Engineering <i>Preferred Qualification</i> Master's Degree in Structural Engineering	Minimum experience of fifteen (15) years out of which minimum ten (10) years of experience in Transport infrastructure sector (preferably in the Ports/ IWT projects)
5	Geotechnical Engineer	1	<i>Minimum Qualification</i> Graduate in Civil Engineering <i>Preferred Qualification</i> Master's Degree in Geotechnical Engineering	Minimum experience of seven (7) years out of which minimum five (5) years of experience in soil investigation, reclamation work, soil improvement and foundation design etc.

6	Survey Expert	1	<i>Minimum Qualification</i> Graduate in Civil Engineering <i>Preferred Qualification</i> Master degree in Civil Engineering	Minimum experience of Ten (10) years out of which minimum seven (7) years of experience in conducting hydrographic surveys, investigations & measurements, bathymetric surveys, etc.
7	Hydraulic Expert	1	<i>Minimum Qualification</i> Graduate in Civil Engineering <i>Preferred Qualification</i> Master degree in any Civil Engineering / Water Resources engineering	Minimum experience of seven (7) years out of which minimum five (5) years of experience in Transport infrastructure sector (preferably in the Ports/ IWT projects)
8	Hydrologist	1	<i>Minimum Qualification:</i> Graduate in Civil Engineering or Environmental Engineering or Geology or related field. <i>Preferred Qualification:</i> Master's degree in Hydrology, Water Resources Engineering, Environmental Engineering, or related discipline.	Minimum experience of ten (10) years out of which minimum seven (7) years of experience in Transport infrastructure sector (preferably in the Ports/ IWT projects)
9	Environment Expert	1	<i>Minimum Qualification</i> Graduate in Environmental Engineering / Master's in Environmental Science <i>Preferred Qualification</i> Post Graduation (Master's Degree / PGD) in relevant field	Minimum experience of seven (7) years out of which minimum five (5) years of experience in environment impact assessment involving river and / or maritime transport
10	Procurement Expert	1	<i>Minimum Qualification</i> Graduate in any field <i>Preferred Qualification</i> Master's Degree in any other related field	Minimum experience of seven (7) years out of which minimum five (5) years of experience in managing procurement of various goods / consultancy / works contracts in the infrastructure sector. Should also have relevant

				experience of working on working on multilateral funded (World Bank, ADB, JICA etc.) projects
11	Social Development (R&R) expert	1	Minimum Qualification Master's degree in Social Science/ Management or relevant field	8 Years experience - as Resettlement Specialist/ Resettlement and Rehabilitation (R&R) Specialist/Social Development Specialist dealing with land acquisition and/or R&R in large highway or road construction projects Conversant with the requirements of social safeguards, and familiar with preparation and implementation of R&R plans

Consultant may associate with sub-Consultant(s) to enhance their expertise. The applicant shall submit a Memorandum of Understanding (MOU) with the Sub Consultant regarding the role and responsibilities of the Associate Company along with the proposal.

Note 1: - IWAI may call each key personnel of the preferred Consultant at the time of award of work, at the cost of consultant.

Note 2: - In case during interaction with the key personnel, it is found that the key personnel proposed is un-suitable for the assignment position, his replacement by equivalent or better shall be provided by the consultant. The key personnel with such un- suitable CV shall not be considered in any future bids for that position for two years. No deduction for such replacement, who are not found suitable during interaction shall be made.

Note 3: - Role and responsibilities of the Key Professional shall be as per the requirement of the project and Terms of Reference of the work and the same has to be accessed by prospective bidder.

Note 4: IWAI may call any of the key/ non-key experts or the entire consultant's team for meeting or deploy at IWAI offices (HO Noida/ RO Varanasi/ RO Guwahati) to complete necessary works to complete the assignment.

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

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| 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 | <p>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.</p> <p>16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p> |
| 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 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 party⁸;
- (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 obligation⁹;
- (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 party¹⁰;

⁸ 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.

⁹ 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.

¹⁰ 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 party¹¹;
- (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 procedures¹², 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 nominated¹³ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

¹¹ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹² 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.

¹³ 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 and Project Director, JMVP</p> <p>Attention : _____</p> <p>Facsimile : Shri Sunil Kumar Singh</p> <p>E-mail: + 91 120 2543976</p> <p>Consultant: vc.iwai@nic.in</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i></p> <p><i>OR</i></p> <p><i>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 _____</p> <p>_____ <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>4 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 06 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 1 year 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] [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>The Consultant shall undertake to pass on the input tax credit in GST and shall compensate the employer for any loss suffered on this account by employee (if any) during the tenure of the contract or afterwards subsequent to assessment.</p> <p>For the assessment of ITC (Input Tax Credit) consultant shall submit their periodical tax return on its submission to respective authorities.</p>															
39.1 and 39.2	<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>															
41.2	<p>The payment schedule:</p> <table><tr><th>S. No.</th><th>Payment milestone</th><th>Payment as percentage of contract value (proportionately for both the DPRs i.e Varanasi & Guwahati)</th></tr><tr><td>1)</td><td>Submission of preliminary report</td><td>30%</td></tr><tr><td>2)</td><td>Submission of draft final report</td><td>30%</td></tr><tr><td>3)</td><td>Acceptance and approval of final report</td><td>20%</td></tr><tr><td>4)</td><td>Submission and acceptance of tender</td><td>20%</td></tr></table> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i></p>	S. No.	Payment milestone	Payment as percentage of contract value (proportionately for both the DPRs i.e Varanasi & Guwahati)	1)	Submission of preliminary report	30%	2)	Submission of draft final report	30%	3)	Acceptance and approval of final report	20%	4)	Submission and acceptance of tender	20%
S. No.	Payment milestone	Payment as percentage of contract value (proportionately for both the DPRs i.e Varanasi & Guwahati)														
1)	Submission of preliminary report	30%														
2)	Submission of draft final report	30%														
3)	Acceptance and approval of final report	20%														
4)	Submission and acceptance of tender	20%														

41.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) NIL</p>
41.2.4	<p>The accounts are: for local currency: <i>[insert account]</i>.</p>
42.1	<p>The interest rate is: 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

	<p>request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi;.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the 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> <p>(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</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>

	<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<ul style="list-style-type: none">(i) For Domestic Consultants, in Delhi or as agreed mutually during negotiations;(b) the English language shall be the official language for all purposes; and(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.

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}*

NOT APPLICABLE

*{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.

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.

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

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

