

# Request for Proposals



## Selection of Consultants

for

*TSSC cum PMC - (Technical Support Services consultant cum Project Management Consultant) for managing and supervising the EPC contract for IMT Kalughat for Capacity Augmentation of NW-1( River Ganga).*

**IN-IWAI- 255177-CS-QCBS**  
**October 2021**

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

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

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

PROJECT : *Capacity Augmentation of National Waterway – 1*

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

**File no:-IWAI /WB / NW-1 /14 / 6 / 4 /2021**

**Bid no :- IN-IWAI- 255177-CS-QCBS**

**NAME OF WORK :- TSSC cum PMC - (Technical Support Services consultant cum Project Management Consultant) for managing and supervising the EPC contract for IMT Kalughat for Capacity Augmentation of NW-1.**

PERIOD OF SALE OF BIDDING DOCUMENT	FROM 28.10.2021
TIME AND DATE OF PRE-BID MEETING	DATE 08.11.2021 TIME 15.00 HOURS
LAST DATE AND TIME FOR RECEIPT OF BIDS	DATE 26.11.2021 TIME 15.00 HOURS
TIME AND DATE OF OPENING	DATE 26.11.2021 TIME 15.30 HOURS Technical Part
. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.	
PLACE OF OPENING OF BIDS	IWAI , A-13 Sector-1 ; Noida
OFFICER INVITING BIDS :- Project Director ( JMVP ) Inland Waterways Authority of India, A – 13, Sector – 1, Noida – 201301, Uttar Pradesh – INDIA Telephone No. : (91) 0120-2424544 Email. : <a href="mailto:vc.iwai@nic.in">vc.iwai@nic.in</a> ; <a href="mailto:rkant.iwai@nic.in">rkant.iwai@nic.in</a> ;	

**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

Assignment Title: *TSSC cum PMC - (Technical Support Services consultant cum Project Management Consultant) for managing and supervising the EPC contract for IMT Kalughat for Capacity Augmentation of NW-1.*

**Reference No. *IN-IWAI- 255177-CS-QCBS***

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 that a part of the proceeds will apply for consulting services as detailed below.

***TSSC cum PMC - (Technical Support Services consultant cum Project Management Consultant) for managing and supervising the EPC contract for IMT Kalughat for Capacity Augmentation of NW-1 for a period of 24 Months.***

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 to 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

Telephone: +91 12022424544

mail address: [vc.iwai@iwai.gov.in](mailto:vc.iwai@iwai.gov.in) , [iwaipmuskp@gmail.com](mailto:iwaipmuskp@gmail.com)

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 online at the web address indicated above.

**Proposals must be submitted latest by Date: 26.11.2021 Time : 15.00 Hrs**

## PART I

### Section 1. Letter of Invitation

**RFP No.IN-IWAI- 255177 -CS-QCBS**  
**Loan No 8752-IN**

dt: 28.10.2021

Dear Mr. /Ms.:

1. The Government of India (hereinafter called "Borrower") has received Loan from 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.

The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Hiring of an Organization for ***Technical Support Services consultant cum Project Management Consultant*** for managing and supervising the EPC contract for IMT Kalughat for Capacity Augmentation of NW-1 for a period of 24 Months. More details on the Services are provided in the Terms of Reference (Section 7).

2. 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](http://www.worldbank.org/procure).
3. 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 (Lump-Sum)*
4. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,  
Project Director, JMVP

## 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*<sup>1</sup> 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.

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<sup>1</sup> [“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:

### a. Conflicting activities

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

- consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
- b. Conflicting assignments** (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
- c. Conflicting relationships** (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
- 4. Unfair Competitive Advantage** 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
- 5. Corrupt and Fraudulent Practices** 5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.
- 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.
- 6. Eligibility** 6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.



6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.

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

**a. Sanctions**

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

**b. Prohibitions**

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

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

**c. Restrictions for Government-owned Enterprises**

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

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

the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

**d. Restrictions for public employees**

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

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

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

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

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

**B. Preparation of Proposals**

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| 7. | <b>General Considerations</b>          | 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. | <b>Cost of Preparation of Proposal</b> | 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant. |
| 9. | <b>Language</b>                        | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the <b>Data Sheet</b> .  |

- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
- a. Extension of Validity Period**
- 12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, 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.

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

- b. Fixed-Budget Selection (FBS)** 27.2 In the case of FBS, those Proposals that exceed the budget indicated in 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><b>Name of the Client:</b> Inland Waterways Authority of India, Ministry of Ports, Shipping and Waterways, Government of India.</p> <p><b>Method of selection:</b> Quality and Cost Based Selection (QCBS) as per</p> <p><b>Applicable Guidelines:</b> Selection and Employment of Consultants under IBRD Loans and IDA Credits &amp; Grants by World Bank Borrowers, dated January 2011 available on <a href="http://www.worldbank.org/procure">www.worldbank.org/procure</a></p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b> <i>TSSC cum PMC - (Technical Support Services consultant cum Project Management Consultant) for managing and supervising the EPC contract for IMT Kalughat for Capacity Augmentation of NW-1.</i></p>
2.3	<p><b>On – Line pre-proposal conference will be held:</b> Yes</p> <p>Zoom Link for the On-Line Pre Proposal Conference is as given below:</p> <p>Join Zoom Meeting Link will be provided ( at later date ) on eprocure Portal</p> <p>Bidders are requested to submit the authorization from their firms to attend the Pre Proposal Conference on Zoom.</p> <p>Date of pre-proposal conference: 08.11.2021 Time: 15:00 Hrs Address: IWAI, A-13, Sector – 1, Noida – 201301, Uttar Pradesh, India Telephone: 0120-2544004 Facsimile: 0120-2543976 E-mail: <a href="mailto:vc.iwai@nic.in">vc.iwai@nic.in</a></p>
2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> NA</p>
6.3.1	<p><b>A list of debarred firms and individuals is available at the Bank's external website:</b> <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></p>

<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
<b>10.1</b>	<p><b>The On-line Proposal shall comprise the following:</b></p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP): to be uploaded as .pdf files</u></b></p> <p><b>On-line Technical Proposal should consist of</b></p> <ol style="list-style-type: none"> <li>1) <b>Annexure-I – Part A , Mandatory Criteria along with all attachments.</b></li> <li>2) Form TECH-1 – Technical Proposal Submission Form ( on Bidders Letter Head)</li> <li>3) Power of Attorney to sign the Proposal</li> <li>4) Form TECH-2 - Consultant Organization and Experience</li> <li>5) Form TECH-2A – Consultant’s Organization.</li> <li>6) Form TECH-2B - Consultant’s Experience.</li> <li>7) Form TECH-3 – Comments or Suggestion on TOR, Counterpart Staff &amp; Facilities to be provided by the client.</li> <li>8) Form TECH-4 – Description of the Approach , Methodology, and work Plan in responding to the Terms of Reference.</li> <li>9) Form TECH-5 – Work Schedule and Planning for Deliverables</li> <li>10) Form TECH-6 – Team Composition, Assignments and Key Experts Inputs along with their Curriculum Vitae (CV’s to be attached).</li> </ol> <p><b>AND</b></p> <p><b>On line Financial Proposal: <u>to be uploaded as .pdf files</u></b></p> <ol style="list-style-type: none"> <li>(1) Form FIN-1 - Technical Proposal Submission Form ( on Bidders Letter Head)</li> <li>(3) Form FIN-3 – Breakdown of Remunerations</li> <li>(4)Form FIN-4 – Breakdown of Reimbursables Expenses for corresponding proposals at Fin-3</li> </ol> <p><b>On line Financial Proposal to be filled in EXCEL format.</b></p> <ol style="list-style-type: none"> <li>(2) Form FIN-2 – Summary of Costs( Fin-3 &amp; Fin-4) ( EXECL format on CPP Portal)</li> </ol>
<b>10.2</b>	Statement of Undertaking is required: No
<b>11.1</b>	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes
<b>12.1</b>	Proposals must remain valid for 120 calendar days after the proposal submission deadline.

<b>13.1</b>	<p>Clarifications may be requested no later than 14 days prior to the submission deadline.</p> <p>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. [Note: kindly modify or delete as applicable]</p>
<b>13.1.1</b>	<p>The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.</p> <p>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.</p>
<b>13.1.2</b>	The Client will host extension of submission deadline on the e-procurement portal.
<b>13.2</b>	<p>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.</p> <p>(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'.</p> <p>(b) For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>(c) The modification and consequential re-submission of proposals is allowed any number of times.</p> <p>(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 <b><i>not allowed</i></b>.</p>
<b>14.1.1</b>	Consultants in the form of a <b>Joint Venture is Permitted</b> , however the <b>Consortium is NOT Permitted</b> .
<b>14.1.2</b>	<p><b>Estimated input of Key Experts' time-input: 114 Man Months</b></p> <p><b>Estimated input of non Key Experts' time input : 96 Man months</b></p>
<b>15.2</b>	<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>
<b>16.1</b>	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p>

	<p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p>
<b>16.2</b>	<p><b>Price adjustment on the remuneration apply .. yes</b></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 <b>Appendix C</b> shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \left[ 0.1 + 0.9 \frac{I_f}{I_{fo}} \right]$ <p>where</p> <p><math>R_f</math> is the adjusted remuneration;</p> <p><math>R_{fo}</math> is the remuneration payable on the basis of the remuneration rates (<b>Appendix C</b>) in foreign currency;</p> <p><math>I_f</math> 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><math>I_{fo}</math> 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 <math>I_f</math> and <math>I_{fo}</math> in the adjustment formula for remuneration paid in foreign currency: [<i>Insert the name, source institution, and necessary identifying characteristics 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 13<sup>th</sup> months (and, for the first time, with effect for the remuneration earned in the 25<sup>th</sup> calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{lo} \times \left[ 0.1 + 0.9 \frac{I_l}{I_{lo}} \right]$ <p>where <math>R_l</math> is the adjusted remuneration,</p> <p><math>R_{lo}</math> is the remuneration payable on the basis of the rates set forth in Appendix C for remuneration payable in local currency,</p> <p><math>I_l</math> 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,</p>



	<i>I<sub>lo</sub></i> 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.
<b>16.3</b>	<p><b>Information on the Consultant’s tax obligations in the Client’s country should be checked with tax experts.</b></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>
<b>16.4</b>	<b>The Financial Proposal shall be stated in the following currencies:</b> Indian Rupees
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<p><b>The Consultants have to submit their Proposals electronically.</b></p> <p>The Client shall use the following electronic-procurement system to manage this Selection process:</p> <p><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p><b>The Consultants shall submit their Proposals electronically on the e-procurement portal.</b></p> <p><b>The electronic submission procedures shall be as follows:</b></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 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 <a href="http://www.cca.gov.in">www.cca.gov.in</a></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 &amp; 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>
<b>17.7 and 17.9</b>	<p><b>The Proposals must be uploaded on the e-procurement portal no later than:</b></p> <p><b><i>Date :- 26.11.2021 Time :- 15.00 Hrs</i></b></p>

19.1	<p><b>The procedure for online opening of technical proposals shall be:</b> <i>Technical proposal will be opened on the e-procurement portal by the Client’s Evaluation Committee at the date and time indicated below.</i></p> <p><b>Date:</b> 26 .11. 2021    <b>Time:</b> 15:30 Hrs</p> <p><b>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</b></p> <p>Address: Inland Waterways Authority of India, Jal Marg Vikas Project A-13, Sector – 1, Noida – 201301, Uttar Pradesh, India Telephone: 0120-2544004 E-mail: <a href="mailto:vc.iwai@nic.in">vc.iwai@nic.in</a></p> <p><i>[In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened on the next working day]</i></p>																
19.2	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals : N.A.</b></p>																
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"><li><b><i>Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated further and their proposal shall be disqualified / rejected.</i></b></li><li><b><i>Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B</i></b></li></ul>																
21.1 Part-A	<p><b>Part A: Mandatory Criteria – the format is placed in Section-3 (Annexure-I)</b></p> <table><tr><th>SL.NO</th><th>Description of Documents</th><th>Documents required to be furnished</th></tr><tr><td rowspan="10">1</td><td>Name of the Organization</td><td rowspan="3"><i>Copy of Certificate of Incorporation.</i></td></tr><tr><td>Date of Establishment</td></tr><tr><td>Nature of Business</td></tr><tr><td>PAN No</td><td rowspan="7"><i>Kindly avoid submission of company brochures for the purpose description of the firm</i></td></tr><tr><td>GST No</td></tr><tr><td>Complete Postal Address with Pin Code</td></tr><tr><td>Mobile no</td></tr><tr><td>E-mail and cable address.</td></tr><tr><td>Present profile – Brief description of the firm.</td></tr><tr><td>Organizational strength of consultant</td></tr></table>	SL.NO	Description of Documents	Documents required to be furnished	1	Name of the Organization	<i>Copy of Certificate of Incorporation.</i>	Date of Establishment	Nature of Business	PAN No	<i>Kindly avoid submission of company brochures for the purpose description of the firm</i>	GST No	Complete Postal Address with Pin Code	Mobile no	E-mail and cable address.	Present profile – Brief description of the firm.	Organizational strength of consultant
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	Organizational strength of consultant																

	Key persons .. 2 principals with contact details to be Contacted by IWAI.		
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 (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 the login ID details of the Authorised Person</i>
1.2	The Consultants can be a Individuals, Firms, including Joint Venture & their individual members		<i>Details of Applicant / JV Partner in the Form prescribed at sl.no 1 above.</i>
	Details of Joint Venture Partner		
2	For Consultant of <b>Foreign registry</b> , 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 – copy of Certificate of Completions to be submitted along with the EOI		<i>Details of relevant Engagement,</i>
3a	Consultant should have a minimum average annual turnover of INR 10 Crores in the last 3 financial years	2021-22 2020-21 2019-20 2018-19 2017-18	<i>CA certified declaration for last 5 years.</i>
3b	Consultant should have completed 3 such works of similar / related work during the last 7 years ending on 2021-22 towards Technical Support Services Consultancy cum Project Management for successful implementation for managing and supervising of EPC Contracts.  <i>Similar Works means ... “ Providing Technical Supervisory Support &amp; PMC on infrastructure works viz Sea/River Port construction / Jetty Construction / Bridge Constriction / IWT sector associated with Piling works etc.</i>		
3c	Consultant should have a minimum of 60 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 &amp; CV of the Team Leader &amp; 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:																								
	slno	Description	Points																						
	(i)	<b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b> a) a minimum of 5 projects of similar nature to be submitted. Each project shall be awarded 2 marks	[10]																						
	ii	<b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b> a) Approach and methodology (15) b) Work Plan (10) c) Organization and staffing (5)	[30]																						
	[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	<b>Key Experts’ qualifications and competence for the Assignment:</b>	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><tr><td>Name</td><td>Points</td></tr><tr><td>a. Team Leader cum Resident Engineer</td><td>[15]</td></tr><tr><td>b. Sr. Quality Assurance cum Material Engineer</td><td>[5]</td></tr><tr><td>c. Sr. Electrical / Electronics Engineer</td><td>[5]</td></tr><tr><td>d. Sr. Mechanical Engineer</td><td>[5]</td></tr><tr><td>e. Contract Specialist and Commercial Manager</td><td>[5]</td></tr><tr><td>f. Environment Specialist</td><td>[5]</td></tr><tr><td>g. MIS Expert cum project coordinator @ Noida</td><td>[5]</td></tr><tr><td>h. Social Specialist</td><td>[5]</td></tr><tr><td>i. Design Experts ( Civil, Electrical, Mech)</td><td>[10]</td></tr><tr><td><b>Total points for criterion</b></td><td><b>[60]</b></td></tr></table>	Name	Points	a. Team Leader cum Resident Engineer	[15]	b. Sr. Quality Assurance cum Material Engineer	[5]	c. Sr. Electrical / Electronics Engineer	[5]	d. Sr. Mechanical Engineer	[5]	e. Contract Specialist and Commercial Manager	[5]	f. Environment Specialist	[5]	g. MIS Expert cum project coordinator @ Noida	[5]	h. Social Specialist	[5]	i. Design Experts ( Civil, Electrical, Mech)	[10]	<b>Total points for criterion</b>	<b>[60]</b>	
Name	Points																								
a. Team Leader cum Resident Engineer	[15]																								
b. Sr. Quality Assurance cum Material Engineer	[5]																								
c. Sr. Electrical / Electronics Engineer	[5]																								
d. Sr. Mechanical Engineer	[5]																								
e. Contract Specialist and Commercial Manager	[5]																								
f. Environment Specialist	[5]																								
g. MIS Expert cum project coordinator @ Noida	[5]																								
h. Social Specialist	[5]																								
i. Design Experts ( Civil, Electrical, Mech)	[10]																								
<b>Total points for criterion</b>	<b>[60]</b>																								
	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, et	10 %
	Total weight:	100%
	<b>Part-B</b> ➤ Specific experience of the Consultant..... – 10 ➤ Adequacy and quality of the proposed methodology – 30 ➤ Key Experts' qualifications and competence .....– 60 <b>Total points for the three criteria: 100</b> <b>The minimum technical score (St) required to pass is: 75</b>	
23.1	<p><b>An online option of the opening of the Financial Proposals is offered:</b> Yes.          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><b>Notifications to the Consultants will be sent as following:</b>          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><b><i>The opening shall take place at: Date &amp; Time .....</i></b></p> <p>Purchasers Address is:          Vice Chairman &amp; 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: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:iwaipmuskp@gmail.com">iwaipmuskp@gmail.com</a></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</p> <p>Vice Chairman &amp; Project Director ( JMVP)          Inland Waterways Authority of India</p>	

	<p>Project Management Unit Address: A-13, Sector – 1 City: Noida, Gautam Buddha Nagar, Uttar Pradesh – 201301 Country: India</p> <p>Telephone: +91 12022424544 mail address: <a href="mailto:vc.iwai@iwai.gov.in">vc.iwai@iwai.gov.in</a> , <a href="mailto:iwaipmuskp@gmail.com">iwaipmuskp@gmail.com</a></p> <p>A notice of the public opening of Financial Proposals shall be shall be informed to the short listed firms / consultants.</p> <p><b>The online opening procedure shall be as following:</b></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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p><b>The procedure for notifying the Consultants on the results of the Financial opening shall be as following:</b> same as in ITB 23.2</p> <p><b>An option of presence in person is provided</b> at the place, date and time as specified in BDS 23.1</p>
<b>25.1</b>	<p>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.</p>
<b>26.1</b>	<p><b>Proposals should be submitted in Indian Rupees only.</b></p>
<b>27.1 (QCBS only)</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80% and P = 20%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<p style="text-align: center;"><b>D. Negotiations and Award</b></p>
<b>28.1</b>	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> Within 2 months of of bid opening.</p> <p><b>Address:</b> Inland Waterways Authority of India.</p>

<b>30.1</b>	<b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: <u>www.iwai.nic.in</u>; <u>www.devbusiness.com</u></b>  The publication will be done within 15 days after the contract signing.
<b>30.2</b>	<b>Expected date for the commencement of the Services:</b> <b>Date:</b> Within 15 days of Contract Signing





### 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.**

( On Bidders Letter Head ) ... Annexure-I				
Reference :-			Date:-	
To, Project Director IWAI – Jal Marg Vikas (Ministry of Shipping , GOI) A – 13, Sector – 1, Noida -201301				
<b>Subject :- TSSC cum PMC - (Technical Support Services consultant cum Project Management Consultant) for successful implementation for managing and supervising the contract for Construction of EPC contract for IMT Kalughat for Capacity Augmentation of NW-1</b> <b>File Reference : IWAI/WB/NW-1/14/6/4/2021</b> <b>Activity Ref : IN-IWAI- 255177-CS-QCBS</b>				
<b>Dear Sir,</b> <b>We are pleased to enclose our credentials for the subject cited assignment as per your requirements listed at Para 21.1 Part A</b>				
Sl no	Description of Documents	Documents required to be furnished	Yes / no	reference
1	Name of the Organization	<i>Copy of Certificate of Incorporation.</i>		
	Date of Establishment			
	Nature of Business			
	PAN No			
	GST No			
	Complete Postal Address with Pin Code			
	Telephone / Fax numbers/ Mobile no			
	E-mail and cable address.			
	Present a brief profile - narrative description of the firm(s)..	<i>Kindly avoid submission of company brochures for the purpose 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 eprocure site <i>To participate in the e-tendering process, it is mandatory for the consultants to have Class II 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</i>	<i>Kindly furnish the login ID details of the Authorised Person along with the Screen Shot of e-portal with Login details.</i>		
1.2	The Consultants can be a Individuals, Firms, including Joint Venture & their individual members	<i>Details of Applicant / JV Partner in the Form prescribed at sl.no 1 above.</i>		
	Details of Joint Venture Partner			



Form TECH-1  
**TECHNICAL PROPOSAL SUBMISSION FORM ( ON BIDDERS LETTER HEAD)**

{ 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 “Technical support services for Capacity augmentation of navigational infrastructure of National Waterway-1” at Kalughat. Bihar, TSSC-4 (Jal Marg Vikas Project)” in accordance with your Request for Proposals dated ..... 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-1 ... ATTACHMENT & POWER OF ATTORNEY ( IN CASE OF JOINT VENTURE )**

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

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2016–Apr.2018}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country }	{e.g., US\$1 mill/US\$0.5 mill }	{e.g., Lead partner in a JV A&B&C }
{e.g., Jan-May 2018}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... }	{e.g., municipality of....., country }	{e.g., US\$0.2 mil/US\$0.2 mil }	{e.g., sole Consultant }

**FORM TECH-3**  
**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART**  
**STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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

**TECH 3A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**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

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

{Suggested structure of your Technical Proposal:

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



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

**FORM TECH-6**  
**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

N <sup>o</sup>	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)											Total time-input (in Months)		
		Position		D-1		D-2		D-3	.....	D-...			Home	Field	Total
<b>KEY EXPERTS</b>															
K-1	Team Leader cum Resident Engineer	[Team Leader]	[Home] [Field]	[2 month] [0.5 m]		[1.0] [2.5]		[1.0] [0]							
K-2	Sr. Quality Assurance cum Material Engineer														
K-3	Sr. Electrical / Electronics Engineer														
K-4	Sr. Mechanical Engineer														
K-5	Contract Specialist and Commercial Manager														
K-6	Environment Specialist														
K-7	MIS Expert cum project coordinator @ Noida														
K-8	Social Specialist														
K-9	Design Experts ( Civil, Electrical, Mech														
K-10															
<b>NON-KEY EXPERTS</b>															
N-1			[Home] [Field]												
N-2															
n															
											<b>Subtotal</b>				
											<b>Total</b>				

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

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

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

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

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**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.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[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:**

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

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**Adequacy for the Assignment:**

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

**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}

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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 ( ON BIDDERS LETTER HEAD)**  
 {Location & Date }

To: Project Director,  
 Project Management Unit, (Jal Marg Vikas Project),  
 Inland Waterways Authority of India,  
 A-13, Sector – 1, Noida – 201301, India

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “Technical support services for Capacity augmentation of navigational infrastructure of National Waterway-1” at Kalughat. Bihar, (Jal Marg Vikas Project)” in accordance with your Request for Proposals dated ..... and our Proposal. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”.

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
-------------------------------	------------------------	--------------------------------------

{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: \_\_\_\_\_

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}



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**FORM FIN-2 SUMMARY OF COSTS**


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Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet}			
	In Indian Rupees (Rs.)			
<b>Cost of the Financial Proposal</b>				
Including:				
(1) Remuneration				
(2) Reimbursables				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
<u>Total Estimate for GST:</u>				

### FORM FIN-3 BREAKDOWN OF REMUNERATION

A. Remuneration _____					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total in Rs.
_____	<b>Key Experts</b>				
K-1	<i>Team Leader cum Resident Engineer</i>		[Home]		
			[Field]		
K2	<i>Sr. Quality Assurance cum Material Engineer</i>				
K3	<i>Sr. Electrical / Electronics Engineer</i>				
K4	<i>Sr. Mechanical Engineer</i>				
K5	<i>Contract Specialist and Commercial Manager</i>				
K6	<i>Environment Specialist</i>				
K7	<i>MIS Expert cum project coordinator @ Noida</i>				
K8	<i>Social Specialist</i>				
K9	<i>Design Experts ( Civil, Electrical, Mech</i>				
	<b>Non-Key Experts</b>				
N-1			[Home]		
N-2			[Field]		
<b>Total Costs</b>					

## Sample Form

Consultant:

Country:

Assignment:

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 {insert name of currency\*})

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

1. Expressed as percentage of 1

2. Expressed as percentage of 4

### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{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.



**Undertaking for Input Tax Credit in GST (See clause ITC 16.3)**

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).

We, \_\_\_\_\_ (Name of Consultant) hereby certify that the for Input Tax Credit in GST in accordance with clause 16.3 of the agreement shall pass on the input tax credit in GST and shall compensate the employer for any loss suffered on this account by employee (if any).

Signed, Sealed and Delivered (Signature)

## 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 party<sup>2</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;
- (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 party<sup>4</sup>;

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<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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 party<sup>5</sup>;
- (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 procedures<sup>6</sup>, 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 nominated<sup>7</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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

<sup>6</sup> 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.

<sup>7</sup> 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.

## **Section 7. Terms of Reference**

***TSSC cum PMC*** -Technical support services & Project Management Consultancy  
for “Capacity augmentation of navigational infrastructure of National Waterway-1”  
at  
Kalughat , Bihar (Jal Marg Vikas Project)

**Terms of Reference**  
**for**  
**TSSC cum PMC -Technical Support Services Consultants cum**  
**Project Management Consultant for managing and supervising the at**  
**Kalughat, Bihar**

**1. Background**

- a) Inland Waterways Authority of India (IWAI) is a statutory body under Ministry of Shipping, Government of India. IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) in the country and specifically National Waterways (NW). The Parliament of India has passed National Waterways Bill, 2015 on 9th March 2016, declaring 106 new National Waterways in addition to the existing five National Waterways.
- b) National Waterway -1 (NW-1) on the Allahabad-Haldia stretch of Ganga-Bhagirathi-Hooghly river system of 1,620 km in length is a waterway of national significance passing through the States of West Bengal, Jharkhand, Bihar and Uttar Pradesh. It links the ocean gateway ports of Haldia and Kolkata to Bhagalpur, Patna, Kalughat, Ghazipur, Varanasi and Allahabad, their industrial hinterlands, and several industries located along the Ganga Basin. The rail and road corridors of this region are already saturated. Hence, development of NW-1 would result in an environment friendly, fuel efficient and cost-effective alternative mode of transportation, especially for bulk goods and hazardous goods and over dimensional cargo
- c) Inland Water Transport (IWT) on NW-1 has the potential to form the most economic, reliable, safe and environmentally friendly form of transport. Where developed for use by modern inland water-way vessels operating on dependable rights of way, it can reduce investment needs in rail and road infrastructure, promote greater complementarities in the economic strategies the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce transport costs for the benefit of the entire economy and India's global trade competitiveness.
- d) There is strong demand for capacity augmentation for transport on NW-1, especially for dry and liquid bulk cargoes. This includes demand from the thermal power plants, cement companies, fertilizer companies, oil companies, the Food Corporation of India and others for coal, fly-ash, cement and clinker, stone chips, edible oils, petroleum products, food grains and over dimensional cargo.
- e) IWAI is planning to improve the navigability of NW-1 by (i) fairway development by providing an assured depth of at least three meters throughout the corridor for atleast 330 days in a year to make it navigable for comparatively larger vessels of 1,500-3,000

DWT which includes multimodal terminals, jetties, navigational locks, barrages, channel marking systems etc.

- f) IWAI has applied for World Bank (WB) loan assistance to implement its project for development of NW-1 in 02 phases. Phase-1 covers the Haldia- Varanasi stretch and Phase-2 covers Varanasi –Allahabad stretch. Multimodal Terminals at various locations along the NW1 are planned which also includes development of Inter Modal IWT Terminal at Kalughat, Bihar.

## **2. Project Component**

- a) IWAI desires to engage Technical Support Services Consultants cum Project Management Consultant (TSSC cum PMC) for the project “Construction of IWT Terminal at Kalughat, Bihar”. TSSC cum PMC will efficiently manage the EPC Contractor appointed for the above project and provide assistance to successfully complete and deliver the project on behalf of Project Management Unit (PMU) of Jal Marg Vikas Project of IWAI. TSSC cum PMC shall ensure progress of the works and quality of deliverables by EPC Contractor in implementation of the Project within the WB guidelines and applicable Employer’s acts, rules and regulations. The TSSC cum PMC will provide Technical Support Services and Project Management on behalf of PMU for Jal Marg Vikas Project in technical, operational and advisory related matters for all relevant fields. Such services shall be in the form of on-site advisory and support services covering all critical aspects of the Project.
- b) TSS Consultant shall be a well-equipped and qualified firm to provide consultancy services in particular the works for engineering and execution, contract management, environmental and social (impact) management, works dispute resolution, overall project performance management of all execution agencies including consultants involved and reporting the same, along with providing related operational support, to PMU of IWAI. The Consultant shall be responsible for day to day construction management, quality assurance and control , safety management and supervision services including approval of materials and managing day to day Construction at site/ installation of all the works along with associated works as outlined in this tender document.
- c) Employer i.e. Chairman IWAI acting through its Project Director (PMU) of Jal Marg Vikas Project, IWAI has nominated Director, IWAI Patna as “Engineer in Charge” for the project. TSSC cum PMC shall act as “Engineer’s Representative” of the “Engineer in Charge”

## **3. Objective of Consultancy**

- a) The objective of this consultancy is to efficiently manage the EPC Contract awarded by PMU for Jal Marg Vikas Project, IWAI such that each and every activity envisaged for the project is completed in agreed timeline, within budgeted cost frame and in full compliance with the WB guidelines and applicable Employer's acts, rules and regulations. The objective is also to ensure compliance to loan agreement covenants and to achieve project monitoring indicators and milestones as agreed-upon in the stipulated time frame.
- b) The TSSC cum PMC will be required to provide a team of suitably-qualified experts covering such fields for a period, including full-time and need based/ part time resource deployment, as specified in Section 12 of ToR.
- c) The following are the principal tasks envisaged under the TSSC cum PMC services.
  - i. Comprehensive Project technical support including day to day supervision for ensuring progress, quality and safety parameters as outlined for scope of EPC Contractor, coordination and management with all stakeholders including Contractors and Consultants.
  - ii. Contract management and Administration Services
  - iii. Preparing Project Reports and reviewing / updating project activities
  - iv. Ensuring Compliance to Quality and Safety parameters for Project
  - v. Ensuring implementation of the environmental management plan, including (i) construction of these facilities to operate as GRIHA Platinum Standard energy-efficient and clean facilities; (ii) construction of these facilities to operate as "zero-discharge" facilities for both liquid and solid wastes; (iii) construction of these facilities with additional waste processing capability so as to be able to service all liquid and solid (including fine particulate materials) from the barges and vessels that would be plying on the NW1 and licensed as "zero discharge" vessels and barges; (iv) construction of these facilities complete with infrastructure and facilities required to implement full-scale emergency and spill management plans; (v) construction of these facilities to operate at highest levels of health and safety assurance; and (vi) ensuring all environmental, health and safety standards during construction.
  - vi. Ensure implementation of Social Impact Management i.e. implementation of Resettlement Policy Framework (RPF).Resettlement Action plan (RAP)/Social Management Plan, construction induced adverse impact on land and community, Project impact management, Labour safety standards, HIV/AIDS and MIS Operational Support.

#### **4. Implementation Mechanism**

- a) The Employer (IWAI) will administer the project through its dedicated wing called as Project Management Unit (PMU) for Jal Marg Vikas Project. Employer i.e. Chairman IWAI acting through its Project Director (PMU) for Jal Marg Vikas Project has nominated



Regional Director IWAI Patna as “Engineer In-Charge” for declared scope of work of TSSC cum PMC as defined in clause 8 of ToR. TSSC cum PMC shall act as “Engineer’s Representative” of the “Engineer In-Charge”. The “Engineer’s Representative” for the Project” shall be responsible for management of all project activities and shall make all engineering decisions at site during the implementation of the Contract, after requisite approvals of Engineer In-Charge. The Resident Engineer of TSSC cum PMC shall be responsible and report to Regional Director responsible for the Project. This Project shall have one Resident Engineer from TSSC cum PMC posted at Terminal Site along with core and support team as per terms outlined in Section 11 of TOR.

- b) The Project Director (PMU) for Jal Marg Vikas Project has charge of overall project administration. The Regional Director at Patna assisted by PIU (Project Implementation Unit) at these regional site will be the main interface between the Employer (through Project Director of PMU) and TSSC cum PMC. The PIU will conduct its business as per authorization and under rules and regulations of the Employer. PIU nominated shall assist the Director, IWAI Patna and PMU in coordinating with TSSC cum PMC. The respective regional Director at Patna shall regularly coordinate with and arrange for all submittals, deliverables from TSSC cum PMC including but not limited to progress reports, design submittals, financial issues, risk management etc. to PMC and PMU appointed at IWAI head office for managing and ensuring smooth functioning of respective Project Sites within timelines, budget and agreed quality and safety parameters as outlined in EPC Contract.

## **5. Contract Management Framework**

Regional Director of IWAI, Patna take responsibility on behalf of PMU for managing the TSSC cum PMC’s work with assistance of PIU and for ensuring delivery on the project. The Regional Director will assign a project team from PIU to engage regularly with the TSSC cum PMC for efficiently completing the various delivery items. Resident Engineer of PIU will be nominated for regular coordination with TSSC cum PMC at Project Site. Frequent meetings between the PIU, PMU, TSSC cum PMC and PMC at the Employer’s office in Noida are foreseen during the period of services. The project team will meet at least monthly and the TSSC cum PMC through Regional Director of IWAI, Patna will report progress to these meetings. During the entire period of services, the TSSC cum PMC shall interact closely with IWAI /PIU / PMU/PMC to receive input and provide information sought by Employer.

## **6. Employer’s Requirement: Overview**

- a) The scoping Missions of World Bank has identified for development of Multi Modal IWT Terminal at Kalughat, Bihar.
- b) Based on above and geographical locations, Construction of IWT Terminal at Kalughat, Bihar will comprise for the proposed Terms of Reference under this RFP.
- c) All eligible firms may participate in the competitive bidding.

## **7. Brief understanding of Project**

### **a) Project: Construction of IWT Terminal at Kalughat, Bihar**

#### **i. Site Location & Project Scope**

The site is located on River Ganga at Latitude 25°44' 25" North and Longitude 85°07' 12" East, at Saran District in Bihar around 15 Kms of Aerial distance and around 25 Kms by Road from the Patna main city and Terminal is directly connected to NH19. The terminal is planned to handle container traffic only.

#### **ii. The broad items of works covered are listed below:**

- i. Site grading
- ii. Berthing Structures including all associated facilities
- iii. Approach trestles connecting the berth with river bank
- iv. Bank protection works
- v. Stockyard development
- vi. Buildings with rain water harvesting system viz. Terminal Administration building, Worker's Amenity Building , Weigh Bridge control cabin & security office building with toilet block, Electrical Substation
- vii. Toilet block
- viii. Internal Roads
- ix. Vehicle parking area
- x. Water supply system including Overhead Water Tank & Underground Reservoir
- xi. Storm water drainage system with dump pond
- xii. Sewerage system & Waste Collection Centre
- xiii. Gate House Complex, Boundary wall and fencing
- xiv. Electrical works
- xv. Road Weigh Bridge
- xvi. Fire-fighting system
- xvii. Communication & IT
- xviii. Numerical Model Studies
- xix. Environmental Management Plan

#### **iii. Site Grading**

The Contractor shall first clear the area assigned for development from any obstructions or old structures and carry out a detailed topographic survey of the whole area. Formation level shall be such that there shall be no flooding of the site. It is proposed to provide the

formation level of +53.00m MSL within the terminal, up to the boundary wall of the terminal, stockyard, parking and road area & locations where buildings have to be constructed.

**iv. Berthing Structures including all associated facilities and Approach Trestles**

There shall be a single jetty of 125 m length x 30 m width with suitable expansion joints as per relevant IS code. The top level of deck shall be +53.70 m with respect to MSL. The jetty shall be connected to bank line by approach trestles of 60 m length x 10 m width at its both ends. The jetty shall have all the required accessories/fixtures including but not limited to the following:

- a. Fenders including all its ancillaries
- b. Bollards
- c. Mooring rings on berth face
- d. Safety ladders
- e. Handrails
- f. Stainless steel rubbing strip conforming to codal provision for the protection of edges of berth from rubbing of mooring ropes
- g. Drain pipes shall be embedded at regular intervals. The proposed jetty shall be provided with suitable slope to drain off storm water.
- h. Galvanized iron edge angles at various locations including on the sides of openings/pits.
- i. The cranes and other equipments are proposed to be tyre mounted and therefore, no provision has been made for mobilisation of crane mounted on rails on the jetty.

The proposed jetty shall be designed for Mobile Harbour Crane loading. The jetty shall have utility trench/duct to carry pipe lines for fresh water, bunker supply, cables etc., and it shall run all along the berth.

**v. Bank Protection Works**

Bank protection works shall be carried out at the site to protect the river bank from erosion during floods. A length of 600 m behind the jetty shall be protected by the stone pitching works. The requirement of quantum of bank protection works shall be confirmed by contractor after carrying out mathematical model study for the same.

**vi. Stockyard Development**

The Contractor shall plan and develop proposed Stockyard to facilitate stockpiling of 4 fully loaded containers plus 1 empty container stacking load.

**vii. Buildings**

- **Rain water harvesting system** shall be provided for all the buildings in the terminal. The following buildings shall be constructed as part of this Contract:

- **Terminal Administration Building**

The Contractor shall plan, design and construct Terminal Administration building for the Administration of the proposed IWT terminal, at the location identified in the layout.

- **Worker's Amenity building**

The Contractor shall plan, design and construct Worker's Amenity building at the location identified in the layout to handle entry and exit clearances of the Terminal.

- **Weigh Bridge control cabin & security office building with toilet**

The Contractor shall plan, design and construct Weigh Bridge control room and security office with Toilet facility at the location identified in the layout to handle entry and exit clearances of the Terminal.

- **Electrical Substation**

The Contractor shall plan, design and construct electrical substation for the electrical distribution system of the proposed IWT terminal, at the location identified in the layout.

- **Security Office**

The Contractor shall plan, design and construct security office at the location identified in the layout to handle entry and exit clearances of the Terminal.

**viii. Internal Roads**

The Contractor shall plan, design and construct internal roads for Terminal and same shall be provided as per the layout shown in tender document drawings. Any culverts required at the crossing of the drains and drainage system shall be provided.

**ix. Vehicle Parking Area**

The Contractor shall plan, design and construct suitable paved area for vehicle parking as shown in Drawing.

**x. Water Supply System**

The Contractor shall do design, installation and commissioning of the complete water supply distribution system including underground reservoir and the supply of potable water to the buildings, bunkering to vessels and other terminal area as shown in Drawing.

The source of water supply shall be either State Govt. water supply or bore well of terminal area.

**xi. Storm Water Drainage System**

The drainage system for carrying the storm water run-off shall be designed for rainfall intensity of 55 mm/hr at project site location based on iso-pluvial maps of India.

**xii. Sewerage System & Waste Collection Center**

The Contractor shall plan, design and construct complete sewerage system including laying of pipelines for collection of sewage from buildings to septic tank. The location of sewage treatment plant is shown in Drawing.

**xiii. Road Weigh Bridge**

The Contractor shall plan, design and construct Static, pit less, surface mounted electronic type weighbridge having 100 MT capacity Road weigh Bridge with fully functional control cabins with data indication and weighment recording facility for inward and outward cargo.

**xiv. Gate House Complex , Boundary wall and Fencing**

The Gate house complex shall be provided in the southern boundary of the terminal at the location shown in the overall layout. Typical details and dimensions of entry gate are shown in Drawing. The Boundary wall with fencing shall be provided all around the project boundary excluding river side location.

**xv. Electrical Works**

**xvi. Numerical Model Studies**

2D Model Studies shall be carried out to assess the extent of scouring at the Kalughat Terminal and conclude the length required for bank protection work. The model studies shall include the effects of overtopping of river discharge and construction of proposed berth and approach trestle on stability of bank. This mathematical model study has to be carried out before the start of the construction works. The bidder shall engage agency for model studies with the approval of IWAI.

**i. Fire-fighting System**

The Contractor shall do design, installation and commissioning of the complete fire-fighting system within the scope area including all the buildings.

**8. Detailed Scope of Technical Support Services Consultant cum Project Management Consultant**

- a. **Shall effectively lead and take initiative to execute the projects.**
- b. **Shall be responsible for Quality Management**

- c. **Shall be responsible for Post construction / consultancy**
  - d. **Shall be responsible for Environmental Impacts of Works**
  - e. **Shall be responsible for Carrying out final Inspections.**
  - f. **Shall Provide Services during ‘Defects Liability Period of the Contract with EPC Contractor.**
- a) **The TSSC cum PMC shall be responsible for effectively leading and taking initiative to execute the projects** and for advising, assisting and acting on behalf of the Employer when so authorized, for the effective management of the Project. All references made herein with respect to Regional Directors of IWAI , PIU , PMC , Various Consultants as appointed, EPC Contractors etc. including PMU are hereby collectively referred as Stakeholders in this TOR and the same should be read in relevant context as applicable to and involving concerned stakeholder for purpose of coordination and reporting to be undertaken by TSSC cum PMC. Such mechanism and mode of implementation along with Contractual Framework for executing this TOR and formal reporting structure involving all stakeholders is clearly explained in section 2 to 5 of TOR.
- The quality of Technical Support Services for Construction management and supervision at site should be of the standard expected under the Project Agreement with the WB.
- Overall the scope of the TSSC cum PMC services shall be as indicated herein but not limited thereto.
- i. Review and comment on baseline surveys and reports in respect of planned terminals & navigation lock facility and accordingly give final recommendations/changes to be incorporated in surveys and reports.
  - ii. Set procedures, systems, standards, criteria and reporting systems for the Contractor and ‘Design Consultants engaged by the Contractor’. Review design and provide guidance to ‘Design Consultants engaged by the Contractor’.
  - iii. Assist Regional Directors, IWAI, PMC and PMU including other concerned stakeholders on actions required on review done / suggestions for design and construction aspects.
  - iv. Review and comment on the project schedule prepared by the executing agency and assist all stakeholders to provide necessary approvals.
  - v. Monitor project development at project site against agreed scheduling and co-ordinate for finalizing the mitigation plan in case of delay.
  - vi. Monitor physical and financial progress for execution of works. Assist in Forward physical and financial Planning
  - vii. Monitor project development goals for site execution against stipulated goals in project indicator framework.

- viii. Update / revise project scheduling, developmental goals, physical and financial achievements of Contractor in co- ordination with all stakeholders.
- ix. Submit monthly report on social standards – implementation of RAP/SMP/RPF, labour, host community, construction induced impacts and grievance management
- x. Review Contractor's detailed works program along with concerned stakeholders for procurement and installations and suggest modifications where deemed necessary.
- xi. Review the suitability of Contractor's superintending and key personnel and suggest modifications where required.
- xii. Ensure that all the works carried out under this program fully comply with engineering designs, technical specifications, drawings , established codes & sound engineering practices and contract documents; and compliance to the environmental management plan.
- xiii. Assist in interpretation of the drawings and Technical Specifications etc. as and when required
- xiv. Review the Construction methodology proposed by the contractor for execution of works in order to ensure that the same is satisfactory in respect of technical requirements, project implementation schedule, environmental aspects, construction-period and operational occupational safety of the works, property, personnel and third parties.
- xv. The consultant will assist concerned stakeholders to inspect the work on completion before taking over by the Employer and indicate any rectification required and outstanding work to be carried out by the contractor prior to issuance of certificate of completion by Employer, and will indicate any defects to be rectified during 'defect liability period of the Contract with EPC Contractor'.
- xvi. Recommendations regarding methods and procedures for the evaluation and the system for monitoring of works after completion.
- xvii. Ensure / review and support stakeholders to ensure that the contractors are adhering /following mandated environmental mitigation standards/ practices.
- xviii. Advice and assist concerned stakeholders in avoidance of disputes/claims
- xix. Review and finalize all details required to implement the Social Impact Assessment (SIA) and Environment Management Plan (EMP).
- xx. Assist the employer in administration of contracts of all consultancies.
- xxi. Review and ensure compliance with work-zone safety standards, and labour standard including action plan on HIV/AIDS.

- xxii. Review progress of implementation of RAP/SMP/RPF including Gender action plan
- xxiii. Assist in planning of civil works and dredging, including those required for compliance to the environmental management plan (energy-efficiency and cleanliness; “zero-discharge” standards, etc.).
- xxiv. Assist in monitoring and tracking statutory approvals and clearances.
- xxv. Assist concerned stakeholders to deal with performance deviation by contractors.
- xxvi. Advise and assist concerned stakeholders in defending Employer’s stand
- xxvii. Advise and assist in minimizing disputes / claims.
- xxviii. Advise and assist concerned stakeholders in coordination and external meetings.
- xxix. Assist and advise on encumbrance removal / utility shifting during construction period.
- xxx. Assist/ advice regarding timely handing over the site by contractor in stages and the advance actions required to be taken for the handing over of the site and to achieve the milestones for completion of the construction packages.
- xxxi. Carry out proper monitoring of progress of the works through computer aided project management techniques;
- xxxii. Check contractors setting out of works prior to execution, for conformance with the good for construction drawings and file daily , weekly and monthly reports with
- xxxiii. Verify lines and levels to ensure works are being executed as per the approved drawings/layouts, alignments and levels.
- xxxiv. Approve contractor’s proposed designs/drawings for works (including temporary and permanent works, fabrication /shop drawings for structural steel works as applicable) ;
- xxxv. Inspect at regular intervals the contractor’s plant and facilities, including the workers’ accommodation at site, to ensure conformity with the construction contract and all government/state regulations;
- xxxvi. Inspect the contractor’s safety measures, including labour welfare, and immediately notify both the Employer and the contractor of any infringement or violation;
- xxxvii. Maintain records, working/as-built drawings, and test data, details of variations, correspondence, and diaries in the formats approved/specified by the Employer;
- xxxviii. Ensure that the quality of materials used, meet the specifications of contract agreement.
- xxxix. Maintain records of all plant, labour and materials used in the construction of the works;



- xl. Ensure that the quality of workmanship and the temporary arrangements/ structures made for carrying out the works meet the requirement of Specifications and safety standards.
- xli. Verify physically 100% the measurements taken by the contractor for payment and maintain measurement records in standard format.
- xlii. Assist concerned stakeholders in scrutiny of invoices raised and settlement of all claims amicably.
- xliii. Issue interim quantity certificates for processing contractor's invoice. Certify completion of part or all of the works for payment;
- xliv. Analyze claims submitted by the contractor and prepare recommendations for the approval of "Engineer in charge" in terms of both technical and financial issues, for the claims for response to the contractor.

**b) Shall be responsible for Quality Management**

- i. Review and approve the quality assurance/ control system & procedures being followed by the contractor.
- ii. Review suitability of source and quality of construction materials on the basis of inspections, test results/ manufacturer's certificates etc.
- iii. Check the field laboratory set up of Contractors against this list and report any discrepancies or additional equipment necessary
- iv. Witness all the Quality Control tests being conducted by the staff of the Contractor in the contractor's field-testing laboratory and get the samples of Contractor's Material to be tested in 3rd party/independent and NABL accredited field-testing laboratory.
- v. check the calibrations of the necessary equipment and also carry out periodical inspection of the equipment to be conducted

**c) Post construction / consultancy**

- i. Take up performance report of completed civil works
- ii. Assist in making final payment of contractors and consultants.
- iii. Assist in obtaining early discharge certificates from civil works contractors.
- iv. Assist in ensuring maintenance compliance of civil works and payment.

**d) Environmental Impacts of Works**

The Consultant will be constantly alert to environmental concerns and recommendations in the Environmental Management Plans prepared as part of the Project. Apart from the

measures built in to the project, the Consultant will pay particular attention to proper handling of rain run-off during construction and to air pollution from dust and exhaust fumes from Contractor's equipment and pollution due to improper disposal of waste, human and machine. The Consultant will ensure that precautions for safeguarding the environment are observed by the Contractor as per the Specifications and requirements of the Project. TSSC cum PMC will ensure that the facilities are built complying with the environmental standards required in this project (such as GRIHA Platinum Standard for energy-efficiency and cleanliness; with "zero-discharge" standards with respect to both solid and liquid wastes generated within the facilities and collected from berthed vessels and barges, etc.).

The Consultant will give particular attention to environmental impacts resulting from construction activities, such as:

- i. Noise and pollution levels
- ii. Contamination of soil/ground water by construction wastes/fuel and lubricants,
- iii. Damage/loss of vegetation due to contamination of soils or water
- iv. Transport and dumping of waste material
- v. Clearing of trees and plants during construction.
- vi. Soil erosion and sedimentation

In case of observed or potential environment degradation, Consultant will prepare recommendations to the PIU and appoint specialized contractors for mitigation measures.

**e) Carry out final Inspection**

After completion of the construction, the Consultant will make an inspection of the entire project or parts of the project with representatives of Concerned Stakeholders. All defects, imperfections, and faults will be notified to the Regional Directors, IWAI and in turn Regional Directors, IWAI will instruct the Contractor for rectification of the defects. Upon completion of all rectification a Final Inspection will be performed with the Regional Directors, IWAI and representatives of PIU and the Contractor.

Following final inspection of the project and the correction of all identified deficiencies on the project, the consultant shall recommend to PMU through Regional Directors, IWAI and PIU to issue the Project Completion Certificate.

**f) Services to be provided during 'Defects Liability Period of the Contract with EPC Contractor'**

During this period the Consultant will make at least one visit per month of each work to verify the behavior of the structure and note defects. If necessary, the Consultant will notify the Regional Directors, IWAI and PIU. In assessing any possible defect that may

appear, care will be taken to differentiate between a “construction defect”, which is the Contractor’s responsibility to correct and “normal wear and tear”, which is a maintenance item.

Following each inspection, a report detailing the observed defects will be prepared and discussed with the Regional Directors, IWAI and PIU and the Contractor involved. A solution to the problems will be determined in consultation with Regional Directors, IWAI, PIU and the Contractor.

At the end of the Defects Liability Period the Consultant will make a final inspection with Regional Directors, IWAI and PIU and the representative of the contractor and certify to PMU through Regional Directors, IWAI that all is in order and that the Contractor may be released from further obligation as per provision for contract

## **9. Reporting Requirements and their timelines**

The Consultant will prepare and submit the following reports in hard and soft copy to PIU in the format prepared by the Consultant and as approved by PIU:

- i. Inception Report
- ii. Quality Assurance Plan
- iii. Monthly Progress Reports
- iv. Quarterly Progress Reports
- v. Environmental Reports
- vi. Social Reports River
- vii. Safety Compliance Report
- viii. Standard operating procedure for evaluation
- ix. Quality Certificate
- x. Final Completion Report with CD or in Pen Drives.

**The consultant shall also prepare and submit the following reports (hard & soft copy)**

### **A. Periodic Reports**

### **B. Manuals & Reports**

<b><u>Periodic Reports</u></b>				
Sl no	Particulars the Report	Content of the Report	Time of Submission	No. of Copies
1	Inception Report	TSSC cum PMC will submit an Inception Report at the end of first month containing a description on approach and methodology along with	Within 30 days from commencement of services.	3

		detailed work plan and resource deployment plan.		
2	Quality Assurance Plan	TSSC cum PMC shall prepare a quality assurance plan for achieving quality in construction based on national / international standards and best practices being followed. It shall be submitted within 1 month of the mobilization	Within 45 days from commencement of services.	<b>3</b>
3	Quarterly Progress Reports	Detailed description as mentioned S. no. 11	For every Qtr by 7th date in following Quarter	<b>3</b>
4	Monthly Progress Reports	Detailed description as mentioned S. no. 10	For every Month by 7th date in following Month	<b>3</b>
5	Environmental Reports	The monthly environmental report should mention the changes of environmental parameters supported by laboratory tests results as set out in the Environmental Management Plan. The report shall also quantify and assess the efficacy of environmental impact mitigation measures and recommendation of the best practices.	For every Month by 7th date in following Month	<b>3</b>
6	Social Reports	Monthly progress reports should include compliance with implementation of RAP/SMP, labour standards, impact on host community and mitigation action, construction induced impacts, both preventive and mitigation measures	For every month by 7 <sup>th</sup> date in following month	<b>3</b>
7	River Safety Compliance Report	The TSSC cum PMC shall prepare and submit compliance report on implementation of river safety management plan on quarterly basis. The report shall include outcome of river safety audit conducted by the Safety Expert and also incorporate recommendations for improving during operation of vessels safety.	For every Quarter by 7 <sup>th</sup> date in following Quarter	<b>3</b>
8	Standard operating procedure for evaluation	Recommendations regarding methods and procedures for evaluation and the system for monitoring the condition of works after completion	Within one month after completion of consultancy assignment.	<b>3</b>
9	Quality Certificate	Certificate regarding Quality of work executed for each activity of work and covering all types of works.	Within one month after completion of work.	<b>3</b>
10	Final Completion Report with CD	The TSSC cum PMC will prepare a comprehensive final completion report including Equipments installed, Utilities and Services (Electrical, Mechanical, and Electronics) or before	Within 90 days after issuance of Completion certificate of the	<b>3</b>

		the end of Consultancy Services at S. no. 12	Civil Works Contract	
<b>B. The consultant shall also prepare and submit the following reports (hard &amp; soft copy)</b> <ol style="list-style-type: none"> <li>Construction monitoring Manual</li> <li>Engineering Reports</li> <li>Maintenance Manual</li> </ol>				
Sl.no	Description	Content of Report	Time of Submission	No of Copies
1	Construction monitoring Manual	Construction Monitoring Manual shall include detailed project procedures for efficient and time-bound implementation of the project and for progress monitoring and quality control.	To be submitted within three months of the commencement of the consultancy services.	3
2	Engineering Reports	Engineering Report shall include the progress on design and highlight any issues which may lead to design changes and needs prior client approval.	As & When Required wrt Designs & Design changes	3
3	Maintenance Manual	Maintenance Manual shall be submitted two months prior to the completion of construction prepared in line with Civil Works Contract.	Two Months Prior to completion of Civil Works	3

## 10. Monthly Progress Reports

The TSSC cum PMC shall prepare & submit a brief progress report summarizing the work accomplished by the supervision team for the preceding month. The report shall outline any problems encountered (administrative, technical or financial) and give details/ recommendations on how these problems have been/ may be overcome. Brief work progress summaries will be included for ongoing jetty and other major works, outlining problems encountered and solution/ recommended solutions. The report shall also record the status of payment of contractors, monthly certificates of all claims for cost or time extensions, and of action required from government and other agencies to permit unconstrained works implementation

## 11. Quarterly Progress Reports

The TSSC cum PMC shall prepare a comprehensive report summarizing all activities under the supervision contract at the end of each quarter, and also at other times when considered warranted by either the TSSC cum PMC or the Concerned Stakeholders because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall include but not be limited to, (i) Details of major milestones achieved (ii) the progress of the Contract (iii) all contract variations and change

orders (iv) the status of Contractor's claims, if any; etc. and will include brief descriptions of the technical and contractual problems being encountered, physical and financial progress in approved formats, financial status of the contract as a whole consisting of the cost incurred, cost forecast, as well as financial plan (by World Bank and the Government) and other relevant information on the ongoing contract

## **12. Final Completion Reports**

The TSSC cum PMC shall prepare a comprehensive final Completion Report of the contract, after entire work reaches a stage of substantial completion during the period of the consultancy services. These reports must be submitted within one month after the completion of the work by the contractor and before taking over of all the works by the Regional Directors, IWAI and PIU. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings, problems encountered & solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by PMU. The Authority's Engineer will summarize and consolidate in a single report the key information to prepare the Final Completion Report on completion of the Civil Works contract including Services.

## **13. Assistance during Commissioning**

TSSC cum PMC shall provide all assistance during commissioning, handing over and taking over of the terminal and submission of punch list and submission / vetting of as built drawings. TSSC cum PMC shall also provide services and supervision during Defect Liability Period (DLP) and verification of bills submitted by contractor.

## **14. Data, services, and facilities to be provided by the employer**

The following and any other such data, available with the IWAI shall be provided to the TSSC cum PMC: models of past RFQ, RFP, project details, specifications, designs (as and when required) and Schedules or any other relevant document supportive to project development prepared by IWAI

## **15. Staffing**

The TSSC cum PMC professionals must have relevant experience complying to the requirement of TOR, familiarity with the local conditions and prevalent local laws and must exhibit expertise of International-standards in supervision of large infrastructure projects. Staff nominated by the selected TSSC cum PMC must be confirmed as available

for the project to do the scheduled work. The CVs of the proposed professionals must be submitted along with signed declaration by the proposed professionals confirming their availability for the project. CVs submitted without such declaration shall not be considered for evaluation.

The TSSC cum PMC team must comprise of highly qualified and experienced personnel, best suited for the assignment and must prove CVs in their proposal. Some key experts shall be employed intermittently, at intervals which would be proposed by IWAI

#### 16. Environmental and Social Policy

The TSSC cum PMC shall ensure the implementation and shall report the Compliance of World Banks Environmental and Social Policy and shall ensure that the main contractor is adhering to followings.

As a minimum, the policy is set out to the commitments to:

1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;
2. provide and maintain a healthy and safe work environment and safe systems of work;
3. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;
4. ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;
5. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, child sacrifice, child defilement, and sexual harassment;
6. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;
7. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;
8. engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;
9. provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation.
10. minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;

#### 17. Man-months estimated for the consultancy service

- a. Deployment period of 24Months + 12 Months of DLP ( Defect Liability Period)
- b. Total Estimated Man Months of Key Experts → 114 nos
- c. Total Estimated Man Months of Non - Key Experts → 96 nos

### **18. Manpower Requirement & Eligibility Criteria for Key Experts**

The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment.

The following Key Experts whose minimum & desired qualification and experience are briefly described herein would be considered for evaluation of the Technical Proposal.

- *Team Leader cum Resident Engineer*
- *Sr. Mechanical Engineer / Naval Architect*
- *Sr. Electrical / Electronics Engineer*
- *Sr. Quality Assurance cum Material Engineer*
- *Contract Specialist and Commercial Manager*
- *Environment Specialist*
- *Social Specialist*
- *MIS Expert cum project coordinator @ Noida*
- *Design Experts ( Civil, Electrical, Mech)*



No.	Position	Educational Qualification	Experience, Roles & Responsibility
<b>A. Key Experts</b>			
K1	<b>Team Leader cum Resident Engineer</b>	<p>Should be a Graduate in Civil Engineering. Post-Graduation in Port /Harbor /Dock Engineering will be preferred.</p> <p>Minimum 20 years of overall experience, including 5 years of experience as Team Leader in Port/IWT related construction supervision and Project management.</p> <p>Age Limit: Should not be more than 65 years of age as on the date of submission of tender.</p>	<ol style="list-style-type: none"> <li>1. Single point of contact for IWAI for all communications and is responsible for project implementation &amp; all other activities associated with the project.</li> <li>2. Shall guide, supervise, coordinate and monitor the work of all experts in the team as well as those of contractor.</li> <li>3. Experience in managing similar large infrastructure project with various financing and procurement arrangements, supervision of field engineers.</li> <li>4. Technical and contractual aspects of the projects.</li> <li>5. Ability to handle multiple projects simultaneously, should have handled as Team Leader in a similar capacity of at least three project of similar works/magnitude and two infrastructure projects preferably in Port sector.</li> <li>6. Should have a proven record of supervision / project management in projects of similar nature and magnitude.</li> </ol>
K2	Sr. Mechanical Engineer/ Naval Architect	<p>Should be a Graduate in Mechanical / Marine Engineering with experience in construction / designing of Inland Vessel / Coastal Vessel.</p> <p>Minimum 15 years of experience in the relevant field.</p> <p>Age Limit: Should not be more than 60 years of age as on the date of submission of tender.</p>	<ol style="list-style-type: none"> <li>1. Responsible for all Mechanical / Marine works related to IWAI Projects.</li> <li>2. Technical and contractual aspects of the projects.</li> <li>3. Supervise project clearances for the project.</li> <li>4. Should have handled as Site Engineer or in a similar capacity at least three project of similar works/magnitude.</li> <li>5. Alternatively, should have the experience as Site Engineer with 8 years' experience of Project monitoring and supervision of at least three infrastructure projects preferably in Port sector of which one project should be of similar works/magnitude.</li> <li>6. Responsible for the entire project implementation activities of the respective Contractors.</li> <li>7. Ensure execution of mechanical works on site as per specifications / standards, and continuously interact through Team Leader with the IWAI and the respective Contractor</li> </ol>
K3	Sr. Electrical / Electronics Engineer	<p>Should be a Graduate in Electrical /Electronic Engineering. Post-Graduation in relevant field (higher qualifications and specialized in port/IWT related electrical works) will be preferred</p> <p>He should have minimum 15 years of experience including 5 years of experience in Port related constructions.</p>	<ol style="list-style-type: none"> <li>1. Should have handled as Site Engineer or in a similar capacity at least three project of similar works/magnitude.</li> <li>2. Alternatively, should have the experience as Site Engineer with 8 years' experience of Project monitoring and supervision of at least three infrastructure projects preferably in Port sector of which one project should be of similar works/magnitude.</li> <li>3. Responsible for the entire project implementation activities of the respective Contractors.</li> </ol>

		<p>Age Limit: Should not be more than 60 years of age as on the date of submission of tender.</p>	<p>4. Ensure execution of electrical works on site as per specifications / standards, and continuously interact through Team Leader with the IWAI and the respective Contractor</p> <p>5. Responsible for all the project implementation activities wrt. electrical works, in addition to vet &amp; recommend documents, Inspection &amp; Test Plans, Method statements w.r.t electrical/ Electronic works, shall also attending all the external tests and inspection of electrical eqpts ensuring that the tests are done as per the code/specifications laid down in the contract.</p>
K4	Sr. Quality Assurance cum Material Engineer	<p>Should be a Graduate in Civil Engineering. Post-Graduation in Soil &amp; Foundation Engineering / Geo-Technical Engineering or material management with specialization in Port/Harbor/IWT structures will be preferred.</p> <p>Minimum 15 years of experience in works related to Port/Harbor /IWT structures, including at least 5 years' of experience in formulation and implementation of Quality Assurance plan for civil works.</p> <p>Age Limit: Should not be more than 60 years of age as on the date of submission of tender.</p>	<p>Responsible for supervising all the tests to be done in different stages of construction.</p> <p>Shall vet and recommend documents, Quality Assurance Plans, Inspection &amp; Test Plans, Method statements, Checklist for material test report w.r.t quality and materials. Shall attend all the external test and inspection w.r.t. quality and material. Shall ensure that the tests are done as per the code/specifications laid down in the contract.</p> <p>Should be conversant with internationally acceptable modern standards for Quality Assurance in Harbor/ Marine/Port projects/major infrastructure works</p>
K5	Contract Specialist and Commercial Manager	<p>Should be a graduate in Engineering from a reputed University or institution.</p> <p>Minimum 15 years of experience in managing procurement of various consultancy / works contracts under different modes of funding including the multilateral / bi-lateral funded large public sector programs and procurement of Contracts under different PPP modes of delivery as per the procurement guidelines of Govt. of India.</p> <p>Age Limit: Should not be more than 60 years of age as on the date of submission of tender</p>	<p>1. Experience in Preparation and maintenance of procurement plans, bid process management, documentations, audit / review of procurement records, handling procurement related queries/complaints and any other requirement.</p> <p>2. Develop procurement and contracting strategy and plan, strategic sourcing solutions and value buying to increase procurement synergies between the different projects on the corridor.</p> <p>3. Manage contract, including review of invoices from consultant, EPCMs and PMCs engaged by IWAI and match against relevant TOR / Contracts</p> <p>4. Review compliance and adherence to project agreements, contractual clauses.</p> <p>5. Shall be responsible ensuring the follow up of materials forecasting &amp; the procurement plans at site. Managing billing, review of invoices, financial matters such as price adjustment bills, extension of time, variation compliance and adherence to project agreements and contractual clauses.</p>

K6	Environment Specialist	<p>Should be a Postgraduate in Environmental/Chemical Engineering / Environmental Sciences or relevant disciplines.</p> <p>At least 5 years of experience in managing environmental impacts from construction of large infrastructure projects.</p> <p>Age Limit: Should not be more than 40 years of age as on the date of submission of tender.</p>	<p>1. Experience in environmental parameter monitoring, compliance reporting, and detailed supervision of environmental health and occupational safety aspects of largescale construction.</p> <p>2. Experience in preparation and review of EIA &amp; EMP reports, knowledge of environmental clearance procedures and experience in dealing with State Expert Appraisal Committees (SEAC), Pollution Control Boards, State Environmental Impact Assessment Authorities and other concerned Governmental bodies.</p> <p>Experience in using equipment for reduction of air, water and noise pollution.</p> <p>3.Responsible for reporting on compliance to EMP, and compliance to all applicable laws and regulations in India;</p> <p>4.Responsible for ensuring compliance of the contractors to (i) the EMP, (ii) all applicable laws and regulations in India; (iii) specific instructions from Energy- Efficiency Expert, Solid and Hazardous Waste Management expert, and Wastewater Management Expert.</p>
K7	Social Specialist	<p>Should have Post Graduate in Social Science or relevant discipline.</p> <p>Minimum 5 years of experience in relevant field.</p> <p>Age Limit: Should not be more than 40 years of age as on the date of submission of tender.</p>	<p>1. Experience in Social Impact Assessment (SIA), land acquisition and R&amp;R, community engagement specifically with women, familiar with labour laws, HIV/AIDS, grievance management, etc. and monitoring.</p> <p>2.Experience in stakeholder consultation and livelihood enhancement.</p> <p>3. Experience in working with State Government, District Administration and other concerned Governmental bodies.</p> <p>4. Assist in preparation of ToR for any specific Social studies.</p>
K8	MIS Expert	<p>Should be a Graduate in computer Science.</p> <p>Master's degree in Construction Management from a reputed and recognized university or institution shall be preferred</p> <p>Minimum 7 years of experience of working with Management Information System for Private / Public sector / Government organizations and specifically more than 5 years of experience in MIS implementation and Project management for large</p>	<p>1. Design and maintain a database and regular process schedule for all the works undertaken by the Employer in the head office and/or by PIU formed by the Client.</p> <p>2. Update the database for status of progress of ongoing and completed works and assist IWAI in ensuring that projects are developed in accordance with the agreements between IWAI, World Bank and the State Governments / other relevant implementation agencies.</p> <p>3. Deploy pre-defined tracking processes, tools and dashboards and integration of tracking and follow up</p> <p>4. Periodically track and report progress of Coordinating between work streams and resolving issues</p>

		<p>Infrastructure programs.</p> <p>Age Limit: Should not be more than 50 years of age as on the date of submission of tender.</p>	<p>5. Monitor projects at project level, provide feedback and intervene to course correct on issues that impact project value and timelines</p> <p>6. Supervise and coordinate with PIU, program managers, contractors and with other Government departments as directed by PIU, /IWAI including coordinating with the consultants directly engaged by IWAI.</p> <p>7. Prepare the guidelines / manuals / SOP for robust MIS system formed by the Employer for different Projects with a view point to integrate with head office MIS System.</p> <p>8. Coordinate with ERP consultants and implementing agency for its successful implementation.</p>
K9	Design experts for vetting of design & drawings (Civil, Electrical & Mechanical)	<p>Should be a Graduates in Civil/Electrical/Mechanical/ Engineering. Higher qualifications and specialization in port related designs will be preferred.</p> <p>Should have minimum 15 years of design experience including 5 years of experience in Port/IWT related designs.</p> <p>Age Limit: Should not be more than 60 years of age as on the date of submission of tender</p>	<p>1. Responsible for review and proof checking of designs and drawings of EPC contractor for approval by the Employer and to recommended the final design and drawings (Good for Construction) for approval of Engineer-In-Charge.</p> <p>2. Should have handled similar assignment as Design Engineer manager or in a similar capacity for at least three projects of similar works/magnitude.</p> <p>3. Alternatively, he should have 8 years' experience of design in at least three infrastructure projects preferably in Port sector of which one project should be of similar works/magnitude.</p> <p>4. Responsible for the review of design. He shall undertake project site visits as and when required.</p>
B	<b>Non Key Expert (will not be considered for the purpose of evaluation)</b>		
NK1	Civil Engineer	<p>Should be a Graduate in Civil Engineering.</p> <p>Minimum 3 years in project management and construction supervision of civil Projects. Preference shall be given to executed port/IWT works /projects</p> <p>Age Limit: Should not be more than 40 years of age as on the date of submission of tender.</p>	<p>1. Responsible for the project implementation activities of the respective Contractors.</p> <p>2. Ensure execution of works on site as per codes, specifications and standards, laid down in the contract and approved drawings.</p> <p>3. Assist Team Leader cum Resident Engineer in supervision, coordination and monitoring the work of the respective Contractor.</p>

NK2	Quality Control Engineer	<p>Should be a Graduate in Civil Engineering. Post-Graduation in Soil &amp; Foundation Engineering / Geo-Technical Engineering or material management with specialization in Port/Harbor/IWT structures will be preferred.</p> <p>Minimum 3 years' experience including 1 years' experience in formulation and implementation of Quality Assurance plan for civil works in Harbor/Port/Marine /major infrastructure works and experience in mobilization, installation and calibration of Lab equipment.</p> <p>Age Limit: Should not be more than 40 years of age as on the date of submission of tender.</p>	<p>1. Should be conversant with internationally acceptable modern standards for Quality Assurance in Harbor/ Marine/Port projects/major infrastructure works.</p> <p>2. Assist Sr. Quality Assurance cum Material Engineer and shall be responsible for supervising all the tests to be done in different stages of construction, besides ensuring that specified tests are done as per code / specifications laid down in the contract for all the different stages of construction and shall be responsible for supervising all the tests to be carried out during different stages of construction with the assistance of K2.</p>
NK3	Safety Officer	<p>Diploma in civil engineering additional specialist training and qualifications directly relevant to engineering, traffic and transport safety in waterways/Infrastructure works.</p> <p>Minimum 5 years of relevant professional experience, in the waterways/infrastructure Safety field.</p> <p>Age Limit: Should not be more than 50 years of age as on the date of submission of tender.</p>	<p>1. Should have extensive International-standard experience and skills in waterways/large infrastructure design, construction with specialization in traffic safety /port/IWT construction engineering aspects of works.</p> <p>2. Should have sound knowledge of contemporary waterways/large infrastructure safety engineering 'best practice' and be soundly familiar with (i) Current policies, standards and/or guidelines relating to waterways/large infrastructure design and construction in India and (ii) Current safe traffic engineering' concepts and approaches demonstrated elsewhere that may be brought into application in IWT.</p>
NK4	Surveyor	<p>Diploma in Survey /Civil Engineering and preferable Graduation or equivalent Certificate in Surveying/ Civil Engineering.</p> <p>Minimum 5 years' experience in planning, survey, and layout checks and construction infrastructure works of port/IWT.</p> <p>Age Limit: Should not be more than 50 years of age as on the date of submission of tender.</p>	<p>Should have thorough knowledge &amp; experience on modern techniques of survey using total stations, GPS etc. to verify the layout, Engineering measurements etc. for large Infrastructure Works related to Port/IWT.</p>

NK5	Expert for DLP; minimum 1 visit per month	<p>Should be a post-graduate in Civil Engineering. Post-Graduation in Port / Harbor / Dock Engineering will be preferred.</p> <p>Minimum 15 years of overall experience including 5 years of experience in Port / IWT related constructions works / project management.</p> <p>Age Limit: Should not be more than 55 years of age as on the date of submission of tender.</p>	<ol style="list-style-type: none"> <li>1. The visits shall be co-ordinated and jointly carried out along with EPC contractor and IWAI representative.</li> <li>2. Verify the scope of EPC contractor and behaviour of structure and note defects and notify EIC.</li> <li>3. Following each joint inspection, prepare a report detailing the observed defects and a solution to the problems will be determined along with EPC contractor in consultation with the EIC.</li> <li>4. At the end of DLP, make a final inspection with representatives of IWAI and EPC contractor and certify that all is in order and that the contractor may be discharged from further obligation as per provisions of contract.</li> </ol>
NK6	Electrical and electronics engineer	<p>Should be a Graduate in Electrical /Electronic Engineering. Post-Graduation in relevant field (higher qualifications and specialized in port/IWT related electrical works) will be preferred.</p> <p>He should have minimum 5 years of experience including 1 years of experience in Port related constructions.</p> <p>Age Limit: Should not be more than 50 years of age as on the date of submission of tender.</p>	<ol style="list-style-type: none"> <li>1. Responsible for the entire project implementation activities of the respective Contractors.</li> <li>2. Ensure execution of electrical works on site as per specifications / standards, and continuously interact through Team Leader with the IWAI and the respective Contractor</li> <li>3. Assist senior electrical and electronics engineer in site activities.</li> </ol>
NK7	Mechanical Engineer	<p>Should be a Graduate in Mechanical / Marine Engineering with experience in construction / designing of Inland Vessel / Coastal Vessel.</p> <p>Minimum 5 years of experience in the relevant field.</p> <p>Age Limit: Should not be more than 40 years of age as on the date of submission of tender.</p>	<ol style="list-style-type: none"> <li>1. Responsible for all Mechanical / Marine works related to IWAI Projects.</li> <li>2. Technical and contractual aspects of the projects.</li> <li>3. Supervise project clearances for the project.</li> <li>4. Experience in design of at least three infrastructure projects preferably in Port sector of which one project of similar works/magnitude.</li> <li>5. Responsible for supervising /marine works related to IWAI Projects and shall be reporting to Sr. Mechanical Engineer/Naval Architect.</li> </ol>

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## **1. ENVIRONMENTAL AND SOCIAL POLICY**

*The TSSC cum PMC shall ensure the implementation and shall report the Compliance of World Banks Environmental and Social Policy and shall ensure that the main contractor is adhering to followings.*

*As a minimum, the policy is set out to the commitments to:*

- 11. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 12. provide and maintain a healthy and safe work environment and safe systems of work;*
- 13. protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable;*
- 14. ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
- 15. be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, child sacrifice, child defilement, and sexual harassment;*
- 16. incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
- 17. work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
- 18. engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
- 19. provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation;*
- 20. minimise the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

*The policy should be signed by the senior manager of the Client. This is to signal the intent that it will be applied rigorously.*

*[\_\_\_\_\_]*

## **Requirements and Scope of Services**

### **Key Expert/s: Environment, Social, Health and Safety (ESHS)**

#### **Qualification for the ESHS Key Experts:**

The Key Expert/s shall have the appropriate level of academic and professional qualifications and experience to recognize and to deliver good international industry practice with respect to Environment, Social, Health and Safety (ESHS). *[Note to Client: insert minimum qualifications and relevant type and duration of experience appropriate to the ESHS risks of the project. Ensure consistency with Section 7, paragraph 4.]*

#### **Scope of ESHS Key Expert Services, tasks and expected deliverables**

Ensure the Contractor's ESHS performance is in accordance with good international industry practice and delivers the Contractor's ESHS obligations.

This includes, but is not limited to:

1. review and approve the C-ESMP, including all updates and revisions (not less than once every 6 monthly);
2. review and approve ESHS provisions of method statements plans, proposals, schedules and all relevant Contractor's documents;
3. review and advise the relevant person (of the Engineer) on the ESHS risks and impacts of any design change proposals and the implications for compliance with ESIA, ESMP, consent/permits and other relevant project requirements;
4. undertake audits, supervisions and/or inspections of any sites where the Contractor is undertaking activities related to the Works, to verify the Contractor's compliance with ESHS requirements, with and without contractor and/or client relevant representatives, as necessary, but not less than once per month
5. undertake audits and inspections of Contractor's accident logs, community liaison records, monitoring findings and other ESHS related documentation, as necessary, to confirm the Contractor's compliance with ESHS requirements;
6. agree remedial action/s and their timeframe for implementation in the event of a noncompliance with the Contractor's ESHS obligations;
7. attend meetings including site meetings, progress meetings to discuss and agree appropriate actions to ensure compliance with ESHS obligations;
8. check that the Contractor's actual reporting (content and timeliness) is in accordance with the Contractor's contractual obligations;
9. review and critique, in a timely manner, the Contractor's ESHS documentation (including regular reports and incident reports) submitted to *[Resident Engineer or named Key Expert with overall responsibility for the Engineer]* and to provide advice to ensure the accuracy and efficacy of the documentation
10. undertake liaison, from time to time and as necessary, with project stakeholders to identify and discuss any actual or potential ESHS issues, and report to *[Resident Engineer or named Key Expert with overall responsibility for the Engineer]*;
11. prepare a brief monthly report that describes the work that the Engineer's ESHS Key Expert/s have undertaken, the issues (including any Contractor's ESHS noncompliance) identified and the actions taken to address the issues. *[note to Client: ensure that the reporting requirements described here reflect section 7 of the TOR].*



## PART II

### Section 8. Conditions of Contract and Contract Forms

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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

### Time Based

**Project Name** \_\_\_\_\_

**[Loan/Credit/Grant] No.**\_\_\_\_\_

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

**between**

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

**and**

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

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

## I. Form of Contract

### TIME - BASED

(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");
  - i. The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
  - ii. The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
  - iii. The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
- (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 a loan from the *IBRD* toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/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 – Remuneration Cost
    - Appendix D: Breakdown of Contract Price – Reimbursable Cost.
    - Appendix E: Form of Advance Payment 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.

Signed Sealed and Delivered

Signed Sealed and Delivered

For and on behalf of

***Employer***

***Inland waterways Authority of India***

***Ministry of Shipping***

***Government of India***

*Witness – in presence of*

1. Signature

Name

Signature

Name

For and on behalf of

***Consultant ( joint Venture of )***

Signature

Name

Signature

Name

## 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.



Consultant's Services	Time Based
<b>3. Law Governing Contract</b>	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
<b>4. Language</b>	4.1. This Contract has been executed in the language specified in the <b>SCC</b> , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>5. Headings</b>	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
<b>6. Communications</b>	<p>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 <b>SCC</b>.</p> <p>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 <b>SCC</b>.</p>
<b>7. Location</b>	7.1. The Services shall be performed at such locations as are specified in <b>Appendix A</b> 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.
<b>8. Authority of Member in Charge</b>	8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the <b>SCC</b> 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.
<b>9. Authorized Representatives</b>	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 <b>SCC</b> .
<b>10. Corrupt and Fraudulent Practices</b>	10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in <b>Attachment 1</b> to the GCC.
<b>a. Commissions and Fees</b>	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**

- |  |   |
|--|---|
| <b>11. Effectiveness of Contract</b>                               | 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 <b>SCC</b> have been met.  |
| <b>12. Termination of Contract for Failure to Become Effective</b> | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.   |
| <b>13. Commencement of Services</b>                                | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .   |
| <b>14. Expiration of Contract</b>                                  | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the <b>SCC</b> .   |
| <b>15. Entire Agreement</b>  | 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.  |
| <b>16. Modifications or Variations</b>                             | <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> |
| <b>17. Force Majeure</b>   |   |
| <b>a. Definition</b>   | 17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to   |

Consultant's Services	Time Based
	<p>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.</p>
	<p>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.</p>
	<p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p><b>b. No Breach of Contract</b></p>	<p>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.</p>
<p><b>c. Measures to be Taken</b></p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p>(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and</p>

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;

Consultant's Services	Time Based
	<p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;</p> <p>(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;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p> <p>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.</p>
<p><b>b. By the Consultant</b></p>	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.</p> <p>(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.</p>

Consultant's Services	Time Based
<b>c. Cessation of Rights and Obligations</b>	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.
<b>d. Cessation of Services</b>	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.
<b>e. Payment upon Termination</b>	<p>19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> <li>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</li> <li>(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.</li> </ul>

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

- |                                   |  |
|-----------------------------------|--|
| <b>a. Standard of Performance</b> | <p>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</p> |
|-----------------------------------|--|

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

Consultant's Services	Time Based
	<p>as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable 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.</p>
<p><b>b. Consultant and Affiliates Not to Engage in Certain Activities</b></p>	<p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>
<p><b>c. Prohibition of Conflicting Activities</b></p>	<p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
<p><b>d. Strict Duty to Disclose Conflicting Activities</b></p>	<p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<p><b>22. Confidentiality</b></p>	<p>22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p><b>23. Liability of the Consultant</b></p>	<p>23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p>



Consultant's Services	Time Based
<b>24. Insurance to be Taken out by the Consultant</b>	<p>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 <b>SCC</b>, 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.</p>
<b>25. Accounting, Inspection and Auditing</b>	<p>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.</p> <p>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.)</p>
<b>26. Reporting Obligations</b>	<p>26.1 The Consultant shall submit to the Client the reports and documents specified in <b>Appendix A</b>, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<b>27. Proprietary Rights of the Client in Reports and Records</b>	<p>27.1 Unless otherwise indicated in the <b>SCC</b>, 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.</p> <p>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</p>

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 of 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

Consultant's Services	Time Based
	either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
	<p>(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.</p> <p>(f) Provide to the Consultant any such other assistance as may be specified in the <b>SCC</b>.</p>
<b>33. Access to Project Site</b>	<p>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.</p>
<b>34. Change in the Applicable Law Related to Taxes and Duties</b>	<p>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</p>
<b>35. Services, Facilities and Property of the Client</b>	<p>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 (<b>Appendix A</b>) at the times and in the manner specified in said <b>Appendix A</b>.</p>
<b>36. Counterpart Personnel</b>	<p>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 <b>Appendix A</b>.</p> <p>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</p>

Consultant's Services	Time Based
	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.
<b>37. Payment Obligation</b>	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 <b>Appendix A</b> and in such manner as is provided by GCC F below.
<b>F. PAYMENTS TO THE CONSULTANT</b>	
<b>38. Contract Price</b>	<p>38.1 The Contract price is fixed and is set forth in the <b>SCC</b>. The Contract price breakdown is provided in <b>Appendix C</b>.</p> <p>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 <b>Appendix A</b>.</p>
<b>39. Taxes and Duties</b>	<p>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 <b>SCC</b>.</p> <p>39.2 As an exception to the above and as stated in the <b>SCC</b>, 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.</p>
<b>40. Currency of Payment</b>	40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.
<b>41. Mode of Billing and Payment</b>	<p>41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.</p> <p>41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in <b>Appendix A</b>. The payments will be made according to the payment schedule stated in the <b>SCC</b>.</p> <p>41.2.1 <u>Advance payment:</u> Unless otherwise indicated in the <b>SCC</b>, 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 <b>SCC</b>. 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 <b>Appendix D</b>, or in such other form as the</p>

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.

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## **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.





## 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
<b>1.1(b) and 3.1</b>	<b>The Contract shall be construed in accordance with the law of Republic of India</b>
<b>4.1</b>	<b>The language is: English.</b>
<b>6.1 and 6.2</b>	<p><b>The addresses are:</b></p> <p>Client : Vice Chairman and Project Director, Project Management Unit (JMVP) Inland Waterways Authority of India A-13 Sector-1 Noida, 201301</p> <p>Facsimile : + 91 120 2543976 E-mail: vc.iwai@nic.in</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail : _____</p>
<b>8.1</b>	<p><b>The Lead Member on behalf of the JV is _____</b>  <b>_____ [insert name of the member]</b></p>
<b>9.1</b>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b>  Vice Chairman and Project Director,  Project Management Unit ( JMVP)  Inland Waterways Authority of India  A-13 Sector-1  Noida, 201301</p> <p><b>For the Consultant: [name, title] _____</b></p>

Consultant's Services	Time Based
11.1	<b>The effectiveness conditions are the following:</b> <i>On signing of contract by both parties</i>
12.1	<b>Termination of Contract for Failure to Become Effective:</b>  <b>The time period shall be <u>2 months</u>.</b>
13.1	<b>Commencement of Services:</b>  <b>The number of days shall be Fifteen (15) days.</b>  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	<b>Expiration of Contract:</b>  <b>The time period shall be Twenty four (24) months + Twelve (12) months of 'Defect liability period of EPC Contract', i.e. Thirty Six ( 36) months</b>  <b>The Consultant would submit a quotation for Twenty four (24) months only as the Twelve (12) months of 'Defect liability period of EPC Contract' requires minimum one visit a month as per Clause 8.(f) of ToR.</b>  <b>The contract is, further, extendable by 12 months or till completion of EPC Contract, on same terms and conditions, if required</b>
21 b.	<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 - Yes</b>
23.1	<b>No additional provisions.</b>
24.1	<b>The insurance coverage against the risks shall be as follows:</b>  <b>(a) Professional liability insurance, with a minimum coverage of</b> equivalent to twice the amount of the contract for a period of 5 years beyond the currency of the contract.;  <b>(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.;</b>

Consultant's Services	Time Based
	<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>
<b>27.1</b>	No exceptions
<b>27.2</b>	<b>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.</b>
<b>32.1 (a) through (e)</b>	<i>32.1 (a), (b), (c) and (e) are agreeable within the law of the land. However, 32.1 (d) is not applicable</i>
<b>38.1</b>	<p><b>The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: <b>inclusive</b> or <b>exclusive</b>] of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be “reimbursed” by the Client to the Consultant.</b></p> <p><b>The amount of such taxes is _____ [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.</b></p> <p><b>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.</b></p>

	<b>For the assessment of ITC (Input Tax Credit) consultant shall submit their periodical tax return on its submission to respective authorities.</b>
<b>39.1 and 39.2</b>	<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>
<b>41.2</b>	<p>The ceiling in foreign currency or currencies is: <b>NOT APPLICABLE</b> exclusive of local indirect taxes.</p> <p>The ceiling in foreign currency or currencies is: <b>NOT APPLICABLE</b> exclusive of local indirect taxes.</p> <p><b>The ceiling in local currency is: INR..... exclusive of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable i.e. Goods &amp; Service tax in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</b></p> <p><b>The amount of such taxes is INR .....</b> (as on bid opening date ..... )</p> <p>Payment to the Consultant shall be made on a monthly basis on actual deployment of experts / manpower with a monthly deduction of "1/3 % (One third percent) of monthly payment" ) i.e. <math>1/3 \times 100 = 0.0033</math> of monthly payment which shall be retained with the client. The retained amount would be released after completion of the defect liability period of the "Contract with EPC Contractor".</p> <p>Claimed remuneration shall be based on actual man-month that a particular Key-expert was deployed during the previous month and the man-month rate detailed in Annexure C less deduction to be retained by Client.</p> <p>Deployment would be counted from the day the person reached the site till the date a person leaves the site.</p> <p>The claim will be duly supported by actual deployment particulars during the previous month duly certified by the authorized representative of Employer / Engineer – in – Charge (EIC).</p> <p>The deployment of key-expert(s) at site would be on need basis and the decision of authorized representative of Employer / EIC on this matter would be final and binding on Consultant.</p>

Consultant's Services	Time Based
<b>41.2.1</b>	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) The total advance of 10% in respective currency shall be made against an equivalent amount of Bank Guarantee. The advance payment will be set off by the Client in equal installments against the statements for the first ten (10) months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
<b>41.2.4</b>	<p><b>The accounts are:</b> for local currency: <i>[insert account]</i>.</p> <p>Account holder's Name : Banker Name : Account Number : Branch Address : IFSC Code : Branch Code :</p>
<b>42.1</b>	<p><b>The interest rate is:</b> <b>For Local Currency:</b> SBI Prime Lending Rate + 2% per annum.</p>
<b>45.1</b>	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the 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</p>

	<p>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.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi;</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 &amp; 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>

Consultant's Services	Time Based
	<ul style="list-style-type: none"> <li>(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</li> <li>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held <ul style="list-style-type: none"> <li>(i) For Domestic Consultants, in Delhi or as agreed mutually during negotiations;</li> </ul> </li> <li>(b) the English language shall be the official language for all purposes; and</li> <li>(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.</li> </ul>

## 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 party<sup>8</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>9</sup>;
- (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 party<sup>10</sup>;

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<sup>8</sup> 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.

<sup>9</sup> 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.

<sup>10</sup> 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.



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<p>(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 party<sup>11</sup>;</p> <p>(v) “obstructive practice” is</p> <p>(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</p> <p>(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;</p> <p>(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;</p> <p>(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;</p> <p>(d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>12</sup>, 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 nominated<sup>13</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.</p>	

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

<sup>12</sup> 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.

<sup>13</sup> 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. 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]*

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#### 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.]*

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#### 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*

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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 <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

Signature \_\_\_\_\_

Date \_\_\_\_\_

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



**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

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]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of 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.

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

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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]*\_\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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*[signature(s)]*

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

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