



ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body under Govt. of Assam)

Project Coordination Unit (PCU), of the proposed World Bank financed

Assam Agribusiness and Rural Transformation Project (APART)
Agriculture complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)

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Project: Assam Agribusiness and Rural Transformation Project (APART)

[IBRD Loan No. 8780-IN; Project ID: P155617]

SELECTION OF CONSULTANTS

[Through 'Selection Based on (LCS)' method]

REQUEST FOR PROPOSALS (RFP)

RFP No. : ARIASS/APART/HR/149/2016/64

Selection of Consulting Services for:

“Hiring a Human Resource Agency for facilitating recruitment of Senior Specialists”

Client: ARIAS Society, Project Coordination Unit,
Agriculture Complex, Khanapara, G.S. Road,
Guwahati-781022; (Assam, India);

Tel: 0361-2332125; Tele-Fax: 0361-2332564;

email: spd@arias.in

Country: India

Issued on: 29th July, 2017

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PART I

Section 1. Request for Proposal Letter

Name of Assignment: "Hiring a Human Resource Agency for facilitating recruitment of Senior Specialists".

RFP Reference No.: **ARIASS/APART/HR/149/2016/64 Dated Guwahati the 29th July, 2017**

Project No.: **P155617**

Country: **India**

To,

- 1) **M/S Strategic Alliance Management Services Private Limited**, 1/1B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi- 110025, Email: consult@sams.co.in ;
(Attention: Mr. Gautam Nath, Managing Director & CEO)
- 2) **M/S NR Management Consultants India Pvt. Ltd. (NRMC)**, Head Office: 55, Bhawani Kunj, Vasant Kunj, New Delhi- 110070, Email: rahula@nrmc.co ; **State Office:** House No. 50, Opposite Sunflower High School, Santipur Main Road, Guwahati- 781009 ;
(Attention: Mr. Rahul Agarwal, Director)
- 3) **M/S Mount Talent Consulting Pvt. Ltd.**, A-22, 2nd Floor, Sector-4, Noida, Uttar Pradesh- 201301, Email: mohit.k@mounttalent.com ; anshu@mounttalent.com ;
(Attention: Abhilasha, Associate Vice President)
- 4) **M/S Naman Integrated Management Services Pvt. Ltd.**, Naman House 1/2 – B, Haribhakti Colony, Opposite Race Course Post Office, Race Course, Vadodara – 390007, Email: info@nimspl.com .

Dear Sir/ Madam,

1. The Government of Assam through the Government of India (hereinafter called "Borrower") has applied for financing from the World Bank in the form of a "loan" (hereinafter called "loan") towards the cost of **Assam Agribusiness and Rural Transformation Project (APART). The Assam Rural Infrastructure and Agricultural Services (ARIAS) Society**, an implementing agency of the Client intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the ARIAS Society and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the financing agreement or have any claims to the proceeds of the loan.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **Hiring a Human Resource (HR) Agency for facilitating recruitment of Senior Specialists**. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
 - 1) **M/S Strategic Alliance Management Services Private Limited**, 1/1B, Choudhary Hetram House, Bharat Nagar, New Friends Colony, New Delhi- 110025, Email: consult@sams.co.in ;

- 2) **M/S NR Management Consultants India Pvt. Ltd. (NRMCI)**, Head Office: 55, Bhawani Kunj, Vasant Kunj, New Delhi- 110070, Email: rahula@nrmi.co ; State Office: House No. 50, Opposite Sunflower High School, Santipur Main Road, Guwahati- 781009 ;
 - 3) **M/S Mount Talent Consulting Pvt. Ltd.**, A-22, 2nd Floor, Sector-4, Noida, Uttar Pradesh- 201301, Email: mohit.k@mounttalent.com ; anshu@mounttalent.com ;
 - 4) **M/S Naman Integrated Management Services Pvt. Ltd.**, Naman House 1/2 – B, Haribhakti Colony, Opposite Race Course Post Office, Race Course, Vadodara – 390007, Email: info@nimspl.com ;
4. It is not permissible to transfer this invitation to any other firm.
 5. A firm will be selected under **Least Cost Selection (LCS)** procedures 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.
 6. The RFP includes the following documents:
 - Section 1 - Request for Proposals Letter
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal (FTP)- Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 –Eligible Countries
 - Section 6 – Bank's Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract (Lump-Sum)
 7. Please inform us by **5th August 2017** in writing at – **The State Project Director, ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125; Tele-Fax: 0361-2332564; email: spd@arias.in**
 - (a) that you have received the Letter of Invitation; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
 8. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,



(Siddharth Singh, IAS)

**State Project Director, ARIAS Society,
Agriculture Complex, Khanapara, G.S. Road,
Guwahati-781022 (Assam, India)
Tel: 0361-2332125; Tele-Fax: 0361-2332564;
email: spd@arias.in**

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/financing/grant*¹] agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.
- (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 shortlisted 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 shortlisted Consultants.
- (q) “Non-Key Expert(s)” means an individual professional provided by the

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

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 shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

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

a. Conflicting activities

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

provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

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

c. Conflicting relationships

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

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

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

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

a. Sanctions

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

- b. Prohibitions** 6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible 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 State-owned enterprises or institutions in the Borrower’s country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
- d. Restrictions for public employees** 6.3.4 Government officials and civil servants of the Borrower’s country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant’s Proposal unless:
- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
 - (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.
- e. Borrower Debarment** 6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

- 7. General Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and

fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude 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 ITC 5.

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, except as provided in ITC 12.7.

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

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall 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

shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

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

14. Preparation of Proposals – Specific Considerations

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

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

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

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

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

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

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

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

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

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment]",

[reference number], [name and address of the Consultant], and with a warning **“Do Not Open With The Technical Proposal.”**

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”.

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

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

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.

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

19. Opening of Technical Proposals

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

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

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

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

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

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 ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

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

26. Conversion to Single Currency

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

27. Combined Quality and Cost Evaluation

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

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant 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 ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

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

b. Technical negotiations

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

c. Financial negotiations

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

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

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

29. Conclusion of Negotiations

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

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the

negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the **Data Sheet**. Where only one Proposal is submitted, the Standstill Period shall not apply.

31. Notice of Intention to Award

31.1 When a Standstill Period applies, it shall commence when the Client has transmitted to each Consultant whose financial proposal was opened, the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

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

32. Notification of Award

32.1 Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

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

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

**33. Debriefing
by the Client**

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

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

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

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

**34. Award of
Contract**

34.1 The Contract shall be signed promptly upon Notification of Award.

34.2 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

ITC Reference	A. General
1 (b)	The date of the Applicable Regulations is: 1st July 2016
1 (c)	<i>India</i>
2.1	Name of the Client: Assam Rural Infrastructure and Agricultural Services (ARIAS) Society Method of selection: Least Cost Selection (LCS)
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Hiring a Human Resource (HR) Agency for facilitating recruitment of Senior Specialists of the APART Project”
2.3	A pre-proposal conference will be held: NO. (However, if desired, the shortlisted consultant may send queries by email and the same will be answered through email). Date of pre-proposal conference: Not Applicable Address: ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125; Tele-Fax: 0361-2332564; email: spd@arias.in Contact person/conference coordinator: State Project Director, ARIAS Society
2.4	ARIAS Society will facilitate provision of available information and relevant project related documentation to the Consultant, if required; and will also facilitate active engagement of all the participating departments at all levels of administration and other relevant stakeholders;
4.1	<i>Not Applicable</i>
6.3.1	A list of debarred firms and individuals is available at the Bank’s external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	The Proposal shall comprise the following: For FULL TECHNICAL PROPOSAL (FTP): 1st Inner Envelope with the Technical Proposal: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2

	<p>(4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 AND 2nd Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (Ref. Data Sheet 10.2 below)</p>
10.2	<p>Statement of Undertaking is required Yes [Refer to paragraph (e) in Form TECH-1]</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible : No</p>
12.1	<p>Proposals must remain valid for 120 calendar days after the proposal submission deadline i.e., until: 26th December 2017.</p>
13.1	<p>Clarifications may be requested no later than 10 (days) calendar days prior the proposal submission deadline i.e., until : 18th August 2017.</p> <p>The contact information for requesting clarifications is: ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125; Tele-Fax: 0361-2332564; email: spd@arias.in</p>
14.1.1	<p>Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): No Or (b) other shortlisted Consultants: No</p>
14.1.2	<p>The estimated Rs.60 lakhs (i.e. Rs. 6.0 million) However, the Proposal by the consultants shall be based on the Consultant's own estimates for the same.</p>
14.1.3	<p>Not Applicable</p>
14.1.4 and 27.1 & 27.2	<p>Not Applicable</p>
15.2	<p>The format of the Technical Proposal to be submitted is: FULL Technical Proposal (FTP) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p><i>Reimbursable expenses may be given as follows:</i> (1) <i>a per diem allowance, including hotel, for experts for every day of absence from the</i></p>

	<p>home office for the purposes of the Services;</p> <p>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, including overheads and back-stop support;</p> <p>(4) communications costs;</p> <p>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</p> <p>(6) cost of reports production (including printing) and delivering to the Client;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any)]</p>
16.2	<p>A price adjustment provision applies to remuneration rates: No.</p> <p>Note: The consultant will be hired initially for a period for one (01) year. However, the process of recommending the short-list of candidates to the ARIAS Society for the positions indicated in the TOR shall have to be completed by the consultant within first four (4) months after signing the contract agreement.</p> <p>Depending on the need, the SPD may extend the contract for recruitments against more positions (in addition to those indicated above) as and when required by the ARIAS Society. However, the extension shall be based on the satisfactory performance by the selected agency, ARIAS Society's requirement, and mutual agreement.</p>
16.3	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>The Client will reimburse the Consultant for only GST if claimed separately with supporting documents.</p> <p>Information on the consultant's tax obligation in the country may be found on Ministry of Finance, Government of India website. The Consultant shall take advice from his tax consultant and shall suitably provide for his indirect tax liability/ GST in his quote for this assignment. At source deductions, however, shall be made as applicable.</p>
16.4	<p>The Financial Proposal shall be stated in local currency: Indian Rupees (INR)</p>
<p>C. Submission, Opening and Evaluation</p>	
17.1	<p>The Consultants shall NOT have the option of submitting their Proposals electronically.</p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and 2 copies; and soft copy in Pen drive or CD</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 30th August 2017</p> <p>Time: 14.00 Hrs (IST)</p> <p>The Proposal submission address is: ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India);</p> <p>Tel: 0361-2332125; Tele-Fax: 0361-2332564; email: spd@arias.in</p>

19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: “same as the Proposal submission address”</p> <p>Date: 30th August 2017</p> <p>Time: 14.30 PM (IST)</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: name of the agency along with sub-consultant if any.</p>
21.1 [for FTP]	<p>Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposal:</p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: [10]</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TOR): [40]</p> <p style="margin-left: 40px;">a) Technical approach and methodology [20 points]</p> <p style="margin-left: 40px;">b) Work plan [10 points]</p> <p style="margin-left: 40px;">c) Organization & Staffing [10 points]</p> <p style="margin-left: 40px;">Total points for criterion (i) [40]</p> <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i></p> <p>(iii) Key Experts’ qualifications and competence for the Assignment: [50] (consultants to refer Section 7 for details on competence required)</p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <p style="margin-left: 40px;">a) Position K-1: Team Leader - 1 [20 points]</p> <p style="margin-left: 40px;">b) Position K-2: HR Expert – 1 [15 points]</p> <p style="margin-left: 40px;">c) Position K-3: HR Expert – 1 [15 points]</p> <p style="margin-left: 40px;">Total points for criterion (ii) [50]</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p style="margin-left: 40px;">1) <i>General qualifications (general education, training, and [10%] experience):</i></p> <p style="margin-left: 40px;">2) <i>Adequacy for the Assignment (relevant education, training, [80%] experience in the sector/similar assignments):</i></p> <p style="margin-left: 40px;">3) <i>Relevant experience in the region (working level fluency in local [10%] language(s)/ knowledge of local culture, etc.):</i></p> <p style="margin-left: 40px;">Total weight: 100%</p> <p>Total points for the five criteria = 100</p> <p>The minimum technical score (St) required to pass is : 75</p>
23.	<p>Public Opening of Financial Proposals : Yes</p>
23.4	<p>An online option of the opening of the Financial Proposals is offered: No</p>
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact The State Project Director, ARIAS Society, Project Coordination Unit, Agriculture Complex,</p>

	<p>Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125; Tele-Fax: 0361-2332564; email: spd@arias.in and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website.</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such GST or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>Prices shall be quoted in Indian Rupees only.</p>
27.1 (C) (LCS only)	<p>As the selection method is 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</p>
	<p>D. Negotiations and Award</p>
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: First Week of October 2017</p> <p>Address: ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125;</p> <p>Tele-Fax: 0361-2332564; email: spd@arias.in</p>
30.1 Standstill Period	<p>The Standstill Period is 10 (Ten) Business Days from the date the Client has transmitted to all Consultants that submitted Proposals, the Notification of its Intention to Award the Contract to the successful Consultant.</p> <p>Note: Where a Consultant has previously received notification of exclusion from the process at an interim stage of the selection process, the Consultant will not receive a Notification of Intention to Award the Contract.</p>
32.2	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: www.arias.in</p> <p>The publication will be done within 15 days after the contract signing.</p>
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date: Last Week of October 2017 at Guwahati, Assam</p>

Section 3. Technical Proposal - Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	2 pages
✓	If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓	If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	2 pages
✓		TECH-2B	B. Consultant's Experience	4 pages
✓		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	2 pages
✓		TECH-3B	B. On the Counterpart Staff and Facilities	2 pages
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	15 pages
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	5 pages
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	20 pages

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

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

**The State Project Director
ARIAS Society, Project Management Unit,
Agriculture Complex, Khanapara, G.S. Road,
Guwahati-781022 (Assam, India);**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **“Hiring a Human Resource (HR) Agency for facilitating recruitment of Senior Specialists for APART”** in accordance with your Request for Proposals dated [Insert Date] and our Proposal. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”.

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the

Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (f) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]*
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 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 Indian Rupees in lakh/crore)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }	{e.g., Ministry of, country}	{ in Indian Rupees in lakh/crore }	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government....." : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{in Indian Rupees in lakh/crore }	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL)

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

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

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

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5(FTP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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


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


FORM TECH-6(FTP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input 

Part time input 

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

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

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

Trainings in the relevant field:

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

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

Membership in Professional Associations and Publications: _____

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

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized

Signature

Date

Representative of the Consultant

(the same who signs the Proposal)

Important Note: CVs not signed by the respective experts may not be considered for technical evaluation and marking

Section 4. Financial Proposal - Standard Forms

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

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

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

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Firm's Letter Head, Location, Date}

To:

**The State Project Director,
ARIAS Society, Project Management Unit,
Agriculture Complex, Khanapara, G.S. Road,
Guwahati-781022 (Assam, India);**

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)}{Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with 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 valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet ; delete columns which are not used}
	Indian Rupees
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursables	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
(i) GST	
(ii) Any other applicable Taxes/CESS	
<u>Total Estimate for Indirect Local Tax:</u>	

Footnote: Payments will be made in Indian Rupees expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Indian Rupee (INR)
Key Experts					
K-1			[Home]		
			[Field]		
K-2					
Non-Key Experts					
N-1			[Home]		
N-2			[Field]		
				Total Costs	

1. **Review of Remuneration Rates**

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

- (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
- (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
- (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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

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

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff,

research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

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

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

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

(Expressed in {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 ₁	Overhead ₁	Subtotal	Profit ₂	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ₁
Home Office									
Client's Country									

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

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Indian Rupee (INR)
_____	{e.g., Per diem	{Day}		_____	
_____	{e.g., International flights}	{Ticket}		_____	
_____	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of				
	{e.g., Office rent}				
				
	{Training of the Client’s personnel – if required in TOR}				
Total Costs					

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

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Bank Policy – Corrupt and Fraudulent Practices

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such

practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;² (ii) to be a nominated³ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁴ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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

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

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

Section 7. Terms of Reference

For hiring a Human Resource Agency for Facilitating recruitment of Senior Specialists for of APART

Project background:

1. Government of Assam has applied for a loan from the World Bank to implement the Assam Agribusiness & Rural Transformation Project (APART). The Project Development Objective (PDO) is - “to add value and improve resilience of selected agriculture value chains, focusing on smallholder farmers and agro-entrepreneurs in targeted districts of the State of Assam”.
2. There are four components to the APART. **The first component is Enabling Agri enterprise Development**, with sub components being (i) enhancing state capacity to attract private investments, (ii) setting up of an Enterprise Development and Promotion Facility (EDPF) (iii) setting up of an Agribusiness Investment fund (iv) establishing stewardship councils. **The second component is Facilitate Agro Cluster Development** with sub-components being- (i) support establishment of Industry Associations (IAs), (ii) supply chain support. **The third component is Fostering Market Led Production and Resilience Enhancement** with sub components being (i) promoting climate resilient technologies and their adoption (ii) Facilitating market linkages through market intelligence & product aggregation (iii) Facilitating access to and responsible use of financial services. **The fourth component is project Management, Monitoring and Learning.**
3. APART will be coordinated & managed by a Project Coordination Unit (PCU) under the ARIAS Society, headed by a State Project Director (SPD) and implemented by the Project Implementing Units (PIUs). The ARIAS Society intends to hire the following Subject Matter Specialists through an HR agency for supporting the Project management/implementation, in addition to the specialists already hired:
 - (A) **For the Project Coordination Unit (PCU) of ARIAS Society, Guwahati:**

1) Post Harvest Management Specialist	6) Project MIS Specialist
2) Financial Services Specialist	7) Communications Specialist cum Public Information Officer
3) Private Sector Development Specialist	8) Human Resource Specialist
4) Procurement Specialist	9) Value Chain Development Specialist
5) Enterprise Clusters Specialist	
 - (B) **For the Project Implementing Units, Guwahati:**

1) Agribusiness Specialists (2 nos.): For Industries & Commerce- one at OPIU, one at CPIU	4) Marketing Specialist (Fisheries): for Directorate of Fisheries
2) Cluster Development Specialist: For Industries & Commerce Commissionerate	5) Agriculture Specialist- for OPIU Agriculture
3) Agri Marketing Specialist: For ASAMB	6) Horticulture Specialist- for OPIU Horticulture
 - (C) **At District level**
 - 1) District Agricultural Marketing Coordinator (DAMC) (32 nos.): Two in each project district
 - 2) Investment Facilitation Managers (IFMs) (4 nos.): In four zones of the state, each will cover 3 to 4 districts

The positions cited in the above lists may increase or decrease depending on the requirements of the project.
4. The ARIAS Society now intends to hire an HR Agency and hence this Terms of Reference is framed.

Scope of Work

5. The HR Agency will carry out preliminary screening of the resumes (*received against an advertisement, search in job portals, in-house database or other innovative ways*); conduct first round of interviews; and provide a list of at least four (4) shortlisted candidates (in order of merit) for each of the positions indicated

at para 3 of the TOR⁵ to the SPD for final round of assessment and interviews by the ARIAS Society. Towards this, the following points shall be noted:

- a. Quality shall be the main focus while selecting the candidates. The HR agency is therefore expected to shortlist the best candidate available in the respective sector with the given remuneration range.
- b. Selected Agency shall work closely with the ARIAS Society for better understanding of the TORs for the individual positions.
- c. The role of the selected agency *inter alia* include- **(i)** identification of suitable candidates for each position and validating the information/documents provided by the selected candidates **(ii)** provide a list of at least four (4) shortlisted candidates (in order of merit) for each of the positions to the ARIAS Society for final interview; and **(iii)** provide support to ARIAS Society in coordinating interviews, negotiating salary with candidates (if required).
- d. The number of positions for which candidates are to be selected by the HR agency may vary depending on the requirements of the project and the same shall be finalized at the time of contract agreement. Accordingly, the TORs for the individual positions will be provided to the HR agency..

Tasks and Responsibilities:

6. The Agency will carry out preliminary screening of resumes (that are already in their in-house database or sourced through other means) vis-à-vis the requirements and the remuneration package stipulated in the TOR for the different positions Annexed herewith and conduct first round of interviews at their level. The agency will come up with the plan for conducting these recruitments.
7. The HR agency will provide a list of at least four (4) shortlisted candidates (in order of merit) per position to the SPD for final assessment & interview/test by the ARIAS Society and for final decision by the SPD. The HR agency shall provide the detailed CV of the shortlisted candidates to the SPD.
8. The HR agency while conducting preliminary screening/interview shall Inform the candidates about the remuneration package offered by the ARIAS Society for individual positions and also indicate that the negotiated remuneration package will be linked to the last pay-package of the candidate, with a possibility of maximum **50%** enhancement. However, this shall be within the pay-band applicable for the different positions as per HR Policy of the ARIAS Society.
9. The HR agency shall not include names of candidates in the recommended short list (for 2nd round of interview by the ARIAS Society) **who expect remuneration beyond the range indicated in the respective TORs for the positions.** (However, in case of an exceptionally meritorious and talented candidate, the HR Agency may refer the matter to the SPD prior to sending the shortlist to the SPD).
10. The HR agency shall inform the shortlisted candidates that in case they are finally selected, they shall be required to join the ARIAS Society within maximum 45 days from the date of issue of the letter of agreement by the ARIAS Society. The HR agency shall not include names of candidates in the recommended short list (for 2nd round of interview by the ARIAS Society) who do not agree to this requirement. A relocation allowance to the finally selected candidates may be considered by ARIAS Society as per HR Policy of ARIAS Society.
11. The HR agency will support the SPD in negotiating salary, if required, and in carrying out a reference check of the candidates selected.
12. The HR agency shall have to provide a suitable replacement for their selected candidates, *in case they* resign from ARIAS Society within three months from the date of joining. The replacement shall be provided within 60 (sixty) days from the date of resignation by the selected candidate.

⁵ TORs for positions cited at 3(B) i.e. for the Project Implementing Units at Guwahati will be included in the Contract Agreement with the HR Agency.

Duration of the assignment:

13. The selected agency will be hired initially for a period for one (01) year. However, the process of recommending the short-list of candidates for the positions indicated in this TOR to the ARIAS Society shall have to be completed by the selected HR Agency within first four (4) months of the contract signing. Depending on the need, the SPD may extend the contract for recruitments against more positions (in addition to those indicated above) as and when required by the ARIAS Society. However, the extension shall be based on the satisfactory performance by the selected agency, ARIAS Society's requirement, and mutual agreement.

Deliverables:

14. The HR agency shall quote the prices for hiring candidates on per position basis as shown at para 3 of TOR. The deliverable and the payment schedule will be as follows: (Payment shall be made by ARIAS Society within 15 days of receipt of invoice by electronic means, provided the documents are in order):

#	Deliverables	Timeline	Payment to be made and conditions
1	Inception Report	Within 7 (seven) days from the date of signing the contract with HR agency	-
2	Advertisement, screening, assessment, interviews, and recommendation of at least four (4) shortlisted selected candidates for each position to ARIAS Society (along with detailed CVs) and reference check report	Within 60(sixty) days from the date of signing the contract with HR agency	10% of the quoted price for each of the positions upon receipt of CVs of the shortlisted candidates for each position.**
3	Successful Selection of the Candidates recommended by the HR Agency for the positions by the ARIAS Society after conducting final interview through a panel of experts and announcement of results	Within 60 days after receipt of the short list of recommended candidates by the SPD	20% of the quoted price for each of the positions upon the shortlisted candidates for each position appearing before the interview Panel at the ARIAS Society and found to be qualified by the Interview Panel.**
4	Finally selected candidate joins the ARIAS Society within the time given by ARIAS Society	Within 45 days of date of issue of letter of agreement to the selected candidate by ARIAS Society	60% of the quoted price for each of the position to be paid after joining by the finally selected candidates.**
5	Final report on all the recruitments.	After three months of candidates' joining and continuing in ARIAS Society	10% of the quoted price for each of the position for candidates continuing in the ARIAS Society after three months of joining.**

****Note:** Assuming quoted price for each of position to be 'A' -

- 10% of A will be paid upon receipt of CVs of the shortlisted candidate for each position;
- 20% of A will be paid upon the shortlisted candidates for each position appearing before the interview Panel at the ARIAS Society and found to be qualified by the Interview Panel;
- 50% of A will be paid on the basis of candidate joining the ARIAS Society
- 10% of A will be paid on the basis of appointed candidate continuing in the ARIAS Society after three months of joining. *Payments for the replacement of candidates (if required), due to resigning of the selected candidates from ARIAS Society within three months from the date of joining, will be paid after the joining by the replaced candidate and continuing for three months.*

Desired profile of the HR Agency assignment team

15. The selected HR Agency will be required to deploy specialized and expert resources for the successful and timely completion of the assignment. An indicative profile of experts whose CV will be evaluated is given below:

#	Key Expert Positions	Desired Qualifications and Working Experience
1	Team Leader	Post Graduate Degree in HR Management or equivalent. The Team leader should have a minimum of 10 years' experience in planning, designing along with developing, directing and managing similar assignments.
2	HR Expert (2)	The HR expert should have a minimum of 7 years of experience in recruitment and selection of candidates with demonstrative experience in innovative ways of recruitment. The HR expert should have a post graduate degree in Psychology/Management/HR/Social Work or in other relevant field(s).

Note: The HR agency may deploy additional non-key resources, (if required) for the assignment.

Review and monitoring of the assignment

16. SPD will constitute a committee to monitor and review the performance of the HR Agency against the deliverables.

Annexure: Terms of Reference (TOR) for the positions are attached at Annex-1 [TORs for positions cited at 3(B) i.e. for the Project Implementing Units at Guwahati will be included in the Contract Agreement with the HR Agency]

Annex-1 to the Terms of Reference

Indicative Terms of Reference (ToR) for the positions to be filled in through the HR Agency

(Final TORs for all the positions to be filled in through the HR agency
will be included in the contract agreement with the HR Agency)

Applicable for all Positions (except District level positions)	
Experience	7+ years overall experience
Age	Not more than 55 years as on 1 st January 2107
Reports to	State Project Director (SPD), ARIAS Society.
Contract Type	Full Time; For a period of 5+ years with annual renewal basis.
Head Quarter	Guwahati, Assam.
Remuneration (CTP)	Rs.11.40 lakh to Rs.25.80 lakh per year, including performance linked incentive

(A) For the Project Coordination Unit of ARIAS Society, Guwahati	
Name of Position and essential Educational Qualifications & Experience	Key Job Responsibilities
1. Post Harvest Management Specialist	
<p>Qualifications: Post Graduate/Master degree in Agriculture/Horticulture/ Post Harvest Technology/ Marketing/ Agribusiness Management/ PGD in Post Harvest Management (min two years duration) or a closely related field from any recognized university/ Govt. approved Institutions.</p> <p>Experience: The PHM specialist must have 7+ years of professional experience with minimum 05 years of experience in Post Harvest Management of Agriculture/Horticulture commodities, including development of innovative Post Harvest Management practices for different commodities. These 05 years of experience should be in reputed organization(s) with work covering development of protocols and SOPs (Standard Operating Procedures) for different products, carrying out actual trials and experiments and handling commercial quantities of produce.</p>	<ol style="list-style-type: none"> 1. The principal task will be to assist the project authorities for preparation of this proposed project with specific reference to post-harvest technology available for the key commodities to be taken up under the project for value addition at farm level, in respect of aggregation, primary processing, and post harvest management. 2. To assist the Project in identifying the weak areas with reference to post harvest management of identified products and work out possible interventions to mitigate the problems at different steps of the value chain. 3. Develop protocols for post harvest handling of the produce and conduct trials when deemed necessary and assist in development of testing facilities. 4. The PHM Specialist will work closely with the project preparation team and other related service providers, progressive farmers, traders, processors etc. to meet their specific requirements in preparing the post-harvest management and value chain development activities effectively. Specifically this would involve – <ol style="list-style-type: none"> a. Providing strategic guidance to the project in the area of post-harvest management and farm level and cluster based value addition; Identifying and developing the needs that are emerging from high value horticulture and livestock sector of the state. Design, develop, and roll out appropriate procedures and processes for postharvest handling of agriculture (including horticulture) and allied commodities (covering dairy, piggery, fishery etc.), ensuring food safety; b. Work closely with the field staff to develop and implement a strategy for post-harvest management. This will include, technical training in appropriate processes and logistics and food safety and technical assistance for the establishment and management of post-harvest facilities. c. Increase the overall quality of agricultural and allied commodities arriving to the markets/ processors/agribusiness entrepreneurs to meet the consumer demand by strengthening post-harvest management; d. Provide packaging solutions for identified commodities, bringing latest cost effective technical know-how and expertise to clusters/producers, distributors and retailers, adding value to their operations;

(A) For the Project Coordination Unit of ARIAS Society, Guwahati	
Name of Position and essential Educational Qualifications & Experience	Key Job Responsibilities
	<p>e. Introduce latest economic pack house techniques for post-harvest improvements and recommend the required machinery to the agribusiness entrepreneurs for packaging lines, post-harvest automation, wherever needed;</p> <p>f. Pay regular visits to Common Service Centres (CSCs), particularly during post-harvest period and provide them technical guidance and coaching; Ensure that post-harvest activities are carried out in a manner that is respectful and sensitive to community needs, gender issues and ensures disaster risk reduction;</p> <p>g. Facilitate the development of new food products from farm produce for household consumption and marketing;</p> <p>h. Lead the design and construction of post-harvest handling facilities</p> <p>i. Liaise and coordinate with all stakeholders/relevant private sector value chain participants (e.g. agribusiness entrepreneurs, processors, exporters, banks and other service providers etc.,) who would be potentially interested in the development of value chains in the project area, and also with other similar projects in the state / country.</p> <p>i. Develop methodologies to increase the quantity and quality of agriculture products available to specific buyers, by improving post-harvest techniques and creating facilities for grading, sorting, and packing; support the establishment and management of appropriately scaled collection centers and pack houses in order to facilitate sales and efficiencies, such as, decreasing post-harvest losses between the farm and the wholesale market/processor.</p>
2. Financial Services Specialist (FSS)	
<p>Qualifications: Post-Graduate/ Master's degree in Finance, Micro-finance, Banking, Rural Economics, Development Economics, Rural Management, Development Studies or a closely related field.</p> <p>Experience: 7+years of professional experience in developing / emerging markets on financial inclusion/ micro-finance/ rural finance/SME finance development including five years in a program management function or as technical expert.</p>	<ol style="list-style-type: none"> 1. The FSS will support the implementation of project activities which aim to increase access to financial services for farmers and Small and Medium Enterprises (SMEs) underserved with financial services. These project activities related to financial services are primarily under two project sub-components: a) Support to Agribusiness Fund; and b) Access to and responsible use of financial services. The FSS would have primary responsibility of supporting and monitoring the activities under these sub-components, and a secondary responsibility of supporting and monitoring activities related to facilitating access to financial services for SMEs to be undertaken under the Enterprise Development and Promotion Facility (EDPF) sub-component. 2. The sub-components 'a' will be implemented by the Department of Industries and Commerce in partnership with a private Fund Manager. The FSS would be responsible for supporting the Government of Assam's representative in the Agribusiness Fund's advisory board in carrying out his/her responsibilities. 3. The sub-component 'b' will be directly implemented by ARIAS Society in partnership with two resource agencies/implementation partners contracted as Technical Service Providers (TSPs). The FSS will be responsible for enabling and monitoring the work of these TSPs. 4. The FSS will be responsible for supervising the work of consultants to be engaged by the project to undertake diagnostic studies, surveys and other studies to assess access and use of financial services by farmers and agribusiness SMEs. These studies are expected to assess the gaps in the existing financial offerings and devise suitable strategies to plug in those gaps.

(A) For the Project Coordination Unit of ARIAS Society, Guwahati	
Name of Position and essential Educational Qualifications & Experience	Key Job Responsibilities
	<p>5. The FSS will be responsible for representing the project or supporting others representing the project in key financial services stakeholder forums such as State Level and District Level Bankers Committees, and working with Lead Banks and other key financial service providers such as insurance companies and non-bank finance companies to facilitate increased access to financial services to project beneficiaries.</p> <p>6. Monitoring and reporting progress of all activities related to financial services sub-component to the SPD and other relevant stakeholders.</p> <p>7. Any other related task assigned by the SPD</p>
3. Private Sector Development Specialist	
<p>Qualifications: Masters degree/PG Diploma (2 yrs) in Business Administration/ Economics/ Finance/ or a closely related field from a recognized university/premier institute</p> <p>Experience: 7+ years of relevant professional experience in the field of private sector development and facilitation of public-private partnerships, preferably in the developing country context. Professional experience focusing on following areas is added advantage a) Private sector development, planning, and/or policy, b) Strategy development and implementation at the regional, country or sub-national level, c) Advising or working directly with the private sector in agribusiness/other sector development and/or investments; and d) Support for agribusiness-linked public sector investments at the national or sub-national level</p>	<ol style="list-style-type: none"> 1. Identify, assess, and recommend potential private sector partners and partnership opportunities for the project; 2. Leverage existing networks to collaborate and foster partnerships for the design, formalization, and management of innovative public-private partnerships; 3. Provide technical assistance to project stakeholders regarding investment promotion and facilitation efforts in identified sectors and geographies by aligning with government priorities ; 4. Support the project in conducting the pre-requisite research and analytics such as sector scan and prioritization exercise, investment attractiveness study, investment climate assessment, among others; 5. Carrying out a SWOT analysis of priority sectors of the state and suggesting strategies to build on the strengths and eliminate weaknesses while converting potential investment opportunities into actual investments in the state; 6. Facilitate designing systems & tools in order to maintain a robust database of enterprises & investors in priority sectors; 7. Lead the policy discussions between public and private entities. Understand investors' objectives in each target sector or sub-sector and hurdles being faced by them in making new investments in the state and bringing to the notice of concerned department of Government of Assam for required actions on a priority basis; 8. Maintain close coordination with leading Investment Promotion Agencies (IPAs) in the country and adopting best practices in the field; 9. Proactively seek out and tap opportunities of attracting foreign investments in Assam through marketing Assam's potential to investors and then working with interested investors to convert that interest into actual investment decisions in collaboration with various government departments, particularly Department of Industries and Commerce; 10. Direct, coordinate and/or participate in identifying, appraising and negotiating opportunities for creation of an enabling environment for private sector development; 11. Design and implement outreach activities in priority sectors to attract investors from outside to Assam through events like investment summits, road-shows, one to one contacts, visiting the potential leads and making presentations etc; 12. Direct, coordinate and/or facilitate the preparation of policies, guidelines and reports on issues concerning the business environment in the state. 13. Represent APART and Government of Assam in coordination meetings,

(A) For the Project Coordination Unit of ARIAS Society, Guwahati	
Name of Position and essential Educational Qualifications & Experience	Key Job Responsibilities
	<p>colloquia, regional or international seminars and conferences in areas relevant to the APART/Assam Bureau of Investment Promotion (ABIP);</p> <p>14. Ensure timely submission of deliverables pertaining to PSD initiatives to the World Bank and other internal stakeholders on a regular basis;</p> <p>15. Any other related task as assigned by the State Project Director, ARIAS Society.</p>
4. Procurement Specialist	
<p>Qualifications: Masters degree with a major in a relevant discipline (e.g. Engineering, Law, Procurement, Finance, Business or Commerce) and relevant training in procurement work. Candidates having Professional Diploma in Public Procurement (PDPP) or Certificate Program in Public Procurement (CPPP) from through World Bank will be preferred.</p> <p>Experience: 7+ years at a senior level Procurement Management position in State/ Central/ Corporate Sector/ Government/ Bank of which minimum 5 years should be working on World Bank/externally aided projects, including 3 years of hands-on experience in handling procurements through the e-procurement system of the State/Central Government.</p>	<ol style="list-style-type: none"> 1. In association with the Senior Procurement Specialist, the Procurement Specialist will spearhead the design, planning and implementation of all project procurement; 2. Provide procurement support during project preparation/ implementation (including prior and post reviews of all procurement documents and decisions); 3. Manage procurements through the e-procurement system of the World Bank; 4. Assists all implementing entities and staff in procurement capacity building activities including support during procurement assessment and the procurement system development process including preparation of various manuals, bid and other documents, etc.; 5. Work on procurement matters across sectors in the performance of the project's fiduciary functions, seeking guidance on complex projects/issues from senior staff; 6. Review and handle the technical, commercial and legal aspects of procurement (in consultation with Legal and Policy teams as necessary) at all stages of the project cycle; 7. Provide operational advice to all staff on concepts, policies and procedures for procurement; 8. Assess procurement implications of project design, evaluate institutional capacity of implementing entities at district and sub district level and develop suitable procurement plans; conduct prior and post reviews of contracts; 9. Negotiate and resolve difficult procurement issues with agencies and handle questions/ complaints from senior officials and contractors on bidding and award issues; 10. Design & conduct workshops to educate procurement professionals of the implementing agencies at state, district and block levels on approach to procurement, as well as on specialized procurement topics; 11. Prepare a range of procurement-related documents and reports; and providing guidance and training to junior procurement staff; 12. Documents regularly all procurement accomplished; Ensuring systematic maintenance of the procurement related records and documentations for procurement audit/ review by the World Bank; 13. Provide procurement related reports/updates, contract details to the World Bank as and when required 14. Procurement Planning and Management: Prepare/Update the procurement plan (through latest procurement tool of the World Bank viz 'STEP': Systematic Tracking of Exchanges in Procurement) and schedule for the project, in consultation with the Senior Procurement Specialist, by taking care to ensure optimum competition, economy and efficiency and priority of items.

(A) For the Project Coordination Unit of ARIAS Society, Guwahati	
Name of Position and essential Educational Qualifications & Experience	Key Job Responsibilities
	<p>15. Procurement of Goods & Works, non-consulting and Consulting Services: Supervise and Provide guidance to project staff members regarding finalization of the technical specifications/BOQ/drawings for goods & works and the Terms of Reference (TOR) for services; inviting Expressions of interest (EOI) for services through advertisements, their evaluation and finalization of the Shortlist of eligible consultants; preparation of the Invitation for Bid (IFB) document/Request for Proposals (RFP) for various packages based on the standard bidding /proposal documents of the World Bank, issue the advertisement in newspapers or send RFQ to identified eligible suppliers/contractors. Issue the RFP document to the shortlisted consultants, coordinate the pre-bid/proposal conference, prepare the Minutes of conference along with addendum/clarifications and circulate the same to all the bidders/consultants; receive, open and undertake the technical and commercial evaluation of the bids/technical & financial proposal as per the WB procedure; in case of consultancy services, conduct limited negotiations as per WB procedures, prepare draft negotiated contract and minutes of negotiations; Prepare and sign the contract document to the winning bidder/consultant and provide the feedback to unsuccessful suppliers/consultants. Publish the contract award notice; Monitor the contract management, issuing contract amendments, etc</p> <p>16. Clearances of World Bank: Obtain "Clearance" of World Bank through Systematic Exchanges in Procurement (STEP), where applicable for the Procurement Plan; TOR, etc. and for all prior review cases</p> <p>17. Others: Handling of e-procurement, collating with M&E agency and providing necessary inputs and complying with any other tasks assigned by SPD.</p>
5. Enterprise Clusters Specialist	
<p>Qualifications: Post-Graduate/ Master's degree/ diploma of minimum two years duration in Agribusiness/ Agribusiness Management/ Agricultural Economics/ Agricultural Extension/ Agribusiness Economics/ Rural Management/ Rural Development/ Development Studies/ Development Economics/ Business Entrepreneurship/ Entrepreneurship Management/ Food Processing/ Food Science & Technology/ Post Harvest Management/ Post Harvest Technology or a closely related field.</p> <p>Experience: 7+ years of work experience related to enterprise development or enterprise cluster-based interventions.</p>	<ol style="list-style-type: none"> 1. Enterprise Clusters Specialist(ECS) will support the District Cluster teams and facilitate the development of District Agro Industrial Cluster Development Plans (DAICDPs). 2. Supporting the cluster teams defining the cluster vision, mission, strategy and identifying key uncertainties for the clusters. 3. Support the development of periodical action plans as per DAICDP and a communication platform in consultation with cluster participants. 4. ECS will set up a system of data and feedback collection from the cluster participants through the project MIS in consultation with the MIS team. 5. ECS will ensure that individual business plans prepared by cluster participants for the development of their clusters are routed to the concerned sub-office of the Enterprise Development and Promotion Facility (EDPF) for necessary support. 6. ECS will facilitate networking among the similar clusters in the state as well as with those outside the state. 7. Documenting of success stories in the project enterprise clusters and disseminating at various forums. 8. Commissioning various studies to identify the policy issues concerning the growth of enterprise clusters and raising such issues at various forums and bringing to the attention of GoA to sort out these issues. 9. Reviewing the progress of project enterprise clusters and suggesting mid course corrections to the Cluster Facilitation Team and ensuring that these corrections

(A) For the Project Coordination Unit of ARIAS Society, Guwahati	
Name of Position and essential Educational Qualifications & Experience	Key Job Responsibilities
	<p>are incorporated in the cluster program.</p> <p>10. Developing an enterprise cluster rating scale.</p> <p>11. Evaluating enterprise cluster performance and rating of these clusters</p> <p>12. Providing relevant inputs to the M&E agency on cluster activities, performance etc.</p> <p>13. Any other related task assigned by SPD</p>
6. Project MIS Specialist	
<p>Qualifications: Post Graduate in Computer Applications/ Information Technology/Information and Communication Technology or a closely related field</p> <p>Experience: 7+ years of experience in managing the MIS/ IT systems of a large organization/ project in a leadership/ managerial capacity. Experience in donor funded project would be an advantage.</p>	<ol style="list-style-type: none"> 1. Developing a robust MIS System for the project integrating the activities at the PCU, PIU, DLCC and District & Block level project teams; 2. Developing programs/applications as per the requirement of the project; 3. Training the project staff in the use of MIS system so developed; 4. Trouble shooting to ensure smooth implementation of the MIS program. Visiting districts and sorting out the IT related issues of the District teams; 5. Ensuring that the reporting, communication, financial and procurement systems of the project are embedded into the MIS system of the project; 6. Participate and contribute the reviews and missions World Bank; 7. Participate in knowledge sharing meetings with team members at PCU; 8. Lead IT related communication with government and other partners of APART; 9. Provide clarifications to partners on project related issues as needed; 10. Ensuring seamless communication within the project team and project partners through the project IT infrastructure; 11. Any other related task assigned by the SPD.
7. Communications Specialist cum Public Information Officer	
<p>Qualifications: Mass Communication/ Corporate Communication/ Media Studies/ Journalism or a closely related field</p> <p>Experience: 7+ years of professional experience in social development/ management activities, designing IEC campaigns, marketing collaterals, press notes, arranging press conference etc in the context of developmental projects, including 05 years of related experience in an externally funded project/Government funded projects</p>	<ol style="list-style-type: none"> 1. Preparing newsletters and informational material for project including news releases, advertorials, feature articles, marketing collateral, web pages, social media, internal communication, and video/multimedia scripts, etc. 2. Identify the primary, secondary, and tertiary audiences to be targeted by APART communication efforts, which support the implementation of the project; 3. identify and craft priority communication messages and delivery channels to reach priority audiences; 4. Create communication tools and products and oversee the dissemination of these messages; 5. Ensure the quality standards are maintained in content, editing and presentation; 6. Monitor the effectiveness of messages and recommend changes to the communications strategy based on lessons learned; 7. Work with APART management and staff to identify where communications can contribute to meeting project goals (e.g., clarifying eligibility rules to target communities; developing case studies based on lessons learnt to use in training staff and NGOs, etc.) to test messages, channels, and tools proposed by the revised communications strategy with different audiences and to select the best approach;

(A) For the Project Coordination Unit of ARIAS Society, Guwahati	
Name of Position and essential Educational Qualifications & Experience	Key Job Responsibilities
	<ol style="list-style-type: none"> 8. To recommend ongoing messages, channels, and tools that can be used to continue reaching critical audiences; 9. Proof reading, editing project reports, handouts etc intended for external audience, World Bank, GoA, Gol; 10. Writing ToRs, REOs, bid documents etc for hiring agency for Information, Education and Communication (IEC) Campaign; 11. Vetting the content for IEC campaigns in consultation with concerned line departments/project staff; 12. Acting as a single point of contact for grievances received in the project MIS and directing these to concerned project staff for preparing the replies and ensuring that queries are satisfactorily responded in a timely manner; 13. Any other related task assigned by the SPD
8. Human Resource Specialist	
<p>Qualifications: Post Graduate in Human Resource (HR) Management/ HR Development. In addition, degree/diploma in agri related field is desirable</p> <p>Experience: 7+ years of professional experience in human resource in the senior managerial/ officer level capacity in a large firm/project</p>	<ol style="list-style-type: none"> 1. To acquaint personally with ARIAS Society project staff on APART and ACCSDP roles whether in PCU or PIUs and support sorting out the work related issues; 2. To have regular meetings with project field staff and facilitate sorting out work related issues; 3. Support the ARIAS Society in hiring training agencies for its project staff; 4. Administering human resource development programs for the Society staff; 5. Ensuring work life balance for society and project staff; 6. Carrying out training need assessments for ARIAS Society projects staff and engaging individuals/agencies to deliver specialized trainings if any 7. Develop a system of performance audit for ARIAS Society staff and also an incentive structure 8. To institute various awards/recognitions and annual events to review and to administer to these 9. To provide mentoring and counseling services for the Society staff in general (common sessions) and individual basis if needed 10. Any other related task assigned by SPD
9. Value Chain Development Specialist	
<p>Qualifications: Post Graduate in Agriculture or allied science/ Agribusiness or a closely related field</p> <p>Experience: 7+ years of professional experience in development of agri value chains</p>	<ol style="list-style-type: none"> 1. Guide the project team on refining of state and district level Value Chain Development Plans (VCDPs); 2. Ensuring smooth Implementation of VCDPs; 3. Visiting the Common Service Centres (CSCs)/ Common Facility Centres (CFCs) and sorting out the issues, to ensure efficient and effective system of their working 4. Liaise with international partners like Wageningen Univ., IRRRI, World Veg, WorldFish, ILRI etc to bring best practices in project interventions w.r.t. agri value chains 5. Any other task assigned by SPD

(B) For the Project Implementation Unit at Guwahati
TORs for the following positions will be included in the Contract Agreement with the HR Agency
1) Agribusiness Specialists (2 nos.): For Industries & Commerce- one at OPIU, one at CPIU
2) Cluster Development Specialist: For Industries & Commerce Commissionerate
3) Agri Marketing Specialist: For ASAMB
4) Marketing Specialist (Fisheries): for Directorate of Fisheries
5) Agriculture Specialist- for OPIU Agriculture
6) Horticulture Specialist- for OPIU Horticulture

(C) District Level positions	
(1) District Agricultural Marketing Coordinator (DAMC)	
Age	Not more than 45 years as on 1 st January 2107
Reports to	Project Director (PD) of Agricultural Technology Management Agency (ATMA)
Contract Type	Full Time; with the provision of annual renewal
Head Quarter (HQ)	District HQ of the concerned district
Remuneration	Rs.6.60 lakh to Rs.10.80 lakh per year, including performance linked incentive
Qualifications	At least a Graduate Degree in Agriculture or allied Science followed by a Post-Graduation in Agribusiness/ Agribusiness Management /Agricultural Marketing & Cooperation/ Agribusiness Economics/ Agricultural Economics/ Rural Management/ Rural Development/ Marketing or a closely related field from any recognized University/ approved Institution
Experience	At least 5 years of experience of in Agricultural Marketing, Agribusiness and Value Chain Development, specifically in the development of market linkages and working experience in the establishment of Agriculture & Horticulture based institutions and operations of marketing enterprises by farmer organizations, agri entrepreneurs etc
Key Job Responsibilities	<ol style="list-style-type: none"> 1. Provide strategic guidance to the project in the area of agribusiness and value chain development including identification of focus areas for intervention; and identifying and developing the needs that are emerging from high value horticulture/ agriculture sectors of the state; 2. Provide strategic guidance to the district ATMA & others involved in project in the planning, scheduling and coordination of activities pertaining to agribusiness and value chain development for the project. 3. Assess and document the performance of local sub-sector and industries involved in the value chains of the project commodities (e.g., farmers and producers of final and intermediate goods, such as processors, input suppliers, freight forwarders, transporters, and so on), based on existing documents, secondary research and field visits. 4. Knowledge Dissemination-preparation of knowledge materials, dissemination of best practices, conducting trainings, workshops etc 5. will be required to undertake extensive field-visits and tours as per the project requirements 6. Any other related task assigned by PD, ATMA
(2) Investment Facilitation Manager (IFM)	
Age	Not more than 50 years as on 1 st January 2107
Reports to	Commissioner of Industries and Commerce
Contract Type	Full Time; with the provision of annual renewal
Head Quarter (HQ)	At a centralized location in the zone based on the criterion of effectiveness of doing business
Remuneration	Rs.11.40 lakh to Rs.19.20 lakh per year, including performance linked incentive
Qualifications	MBA in Finance/ International Business or Masters in Economics/International Economics/Industrial Relations or a closely related field. Candidates who have studied Agriculture at Bachelors level would be preferred
Experience	7-10 years of professional experience in facilitating private sector investments to state/central governments
Key Job Responsibilities	<p>For his/her zone, the IFM will support Investment Promotion Agency, Directorate of Industries & Commerce and concerned District Industries & Commerce Centres (DI&CCs) in :</p> <ol style="list-style-type: none"> 1. Receiving, informing, advising and assisting investors for setting up new agribusinesses; 2. Channelizing the incentives and benefits to the investors in the zone, as appropriate;

(C) District Level positions

3. Liaising with GMs of concerned DICCs on need basis;
4. Implementing the government policy w.r.t. investor aftercare;
5. Contributing to the training of investor staff through seminars and training sessions;
6. Ensuring availability of frequently needed information by investors in online & offline modes;
7. Obtaining feedback from investors for improving investment facilitation procedures
8. Liaising with other concerned departments like Revenue for land information and other relevant departments for facilitating permissions, clearances etc to the investors
9. Any other related task assigned by Commissioner of Industries and Commerce

PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

**Consultant's Services
Lump-Sum**

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

**Project Name: Assam Agribusiness and Rural
Transformation Project (APART)**

Project No.: P155617

Contract No.:

between

Assam Rural Infrastructure and Agricultural Services Society

**ARIAS Society, Project Management Unit,
Agriculture Complex, Khanapara, G.S. Road,
Guwahati-781022 (Assam, India);
Tel: 0361-2332125;
Tele-Fax: 0361-2332564;
email: spd@arias.in**

and

[Name of the Consultant]

Dated: _____

Form of Contract

LUMP-SUM

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

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, *Assam Rural Infrastructure and Agricultural Services Society* (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has applied for a loan from the *World Bank (World Bank)* 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 financing agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Deleted

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including

Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

For and on behalf of : *Assam Rural Infrastructure and Agriculture Services Society*

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) "Applicable Regulations" means Procurement Regulations for IPF Borrowers of date specified in **Special Conditions of Contract (SCC)**.
- (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) "Procurement Regulations" means the World Bank's Procurement Regulations for IPF Borrowers,
- (t) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (u) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) "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.
- (w) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

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

4. Language

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

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

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

7. Location

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

8. Authority of Member in Charge

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

instructions and payments from the Client.

- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

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

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

18. Suspension

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

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

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

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

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

b. By the Consultant

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

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

the Consultant that such payment is overdue.

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

- c. Cessation of Rights and Obligations**

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

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

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

 - (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance**

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

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

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

b. Law Applicable to Services

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

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

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

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

21. Conflict of Interests

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

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

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

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

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

- c. **Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. **Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)
- 26. Reporting Obligations** 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records** 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant

shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates 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, 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, Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications/experience, at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

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

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

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

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

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or

decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

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

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

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

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

F. PAYMENTS TO THE CONSULTANT

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

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

39. Taxes and Duties 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

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

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

41. Mode of Billing and Payment 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

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

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as

the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

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

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

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

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

G. FAIRNESS AND GOOD FAITH

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

H. SETTLEMENT OF DISPUTES

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

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

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

II. General Conditions

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

(Text in this Attachment 1 shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such

practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁶ (ii) to be a nominated⁷ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁸ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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

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

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

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Contract shall be construed in accordance with the laws of the Republic of India
1.1(b) and 3.1	The date of the “Applicable Regulations” is: 1 st July 2016
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Assam Rural Infrastructure and Agriculture Services (ARIAS) Society Attention: State Project Director, ARIAS Society Address: ARIAS Society, Project Management Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125; Tele-Fax: 0361-2332564; email: spd@arias.in</p> <p>Consultant : _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i></p> <p><i>OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: State Project Director, ARIAS Society For the Consultant: <i>[name, title]</i> _____</p>
11.1	<p>The effectiveness conditions are the following:</p> <p>The Contract shall come into force and effective on the date of signing of the Contract by the Client and the Consultants</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 01 (one) month from the the date of signing of the Contract.</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 15 (fifteen) calendar days.</p> <p>Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract: The time period shall be Twelve (12) months from the date of effectiveness. The duration may be extended by the client with mutual agreement of the parties (Please refer to the TOR).</p>

23.1	<p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Client’s country.</p> <p><i>[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank’s policy on this matter which is as follows:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant’s ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant’s liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or wilful misconduct.</i></p> <p><i>The Bank does not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client’s country.]</i></p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of amount equivalent to the total value of the contract in Rupees.**</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government’s country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per the Motor Vehicle Act, 1988 (as amended in 2016);</p> <p>(c) Third Party liability insurance, with a minimum coverage of 10% of the contract amount;</p> <p><i>*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.</i></p>
27.2	<p>The Consultant shall not use any documents, software or project related information for purposes unrelated to this Contract without the prior written approval of the Client.</p>
35.1 (f)	<p>As stated in the TOR</p>
41.2	<p>The ceiling of the Contract price is: _____ [insert amount and currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</p>

	<p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client as per the applicable laws of India.</p> <p><i>[The Client will reimburse the Consultant for only GST if claimed separately. Information on the consultant's tax obligation in the country may be found on Ministry of Finance, Government of India website. The Consultant shall take advice from his tax consultant and shall suitability provide for his indirect tax liability/ Service tax in his quote for this assignment. At source deductions, however, shall be made as applicable.]</i></p> <p>The amount of such taxes is _____ <i>[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.</i></p>																
42.3	<p>Price adjustment on the remuneration does not apply.</p> <p><i>The consultant will be hired initially for a period for one (01) year. However, the process of recommending the short-list of candidates for the positions indicated in this TOR to the ARIAS Society shall have to be completed by the consultant within first four (4) months of the contract signing. Depending on the need, the SPD may extend the contract for recruitments against more positions (in addition to those indicated above) as and when required by the ARIAS Society. However, the extension shall be based on the satisfactory performance by the selected agency, ARIAS Society's requirement, and mutual agreement.</i></p>																
43.1 and 43.2	<p><i>[The Client will reimburse the Consultant for only GST if claimed separately. Information on the consultant's tax obligation in the country may be found on Ministry of Finance, Government of India website. The Consultant shall take advice from his tax consultant and shall suitability provide for his indirect tax liability/ Service tax in his quote for this assignment. At source deductions, however, shall be made as applicable.</i></p>																
44.1	<p>The currency of payment shall be INDIAN RUPEES</p>																
1. ('a' through 'd')	<p>Replace the clause with the following: Billings and payments in respect of the Services shall be made as follows: (Further details is provided in the TOR, Section-7)</p> <table border="1" data-bbox="481 1429 1439 2065"> <thead> <tr> <th data-bbox="481 1429 539 1480">S#</th> <th data-bbox="539 1429 874 1480">Deliverables</th> <th data-bbox="874 1429 1173 1480">Timeline</th> <th data-bbox="1173 1429 1439 1480">Payment to be made and conditions</th> </tr> </thead> <tbody> <tr> <td data-bbox="481 1480 539 1579">1</td> <td data-bbox="539 1480 874 1579">Inception Report</td> <td data-bbox="874 1480 1173 1579">Within 7 (seven) days from the date of signing the contract with HR agency</td> <td data-bbox="1173 1480 1439 1579">-</td> </tr> <tr> <td data-bbox="481 1579 539 1778">2</td> <td data-bbox="539 1579 874 1778">Advertisement, screening, assessment, interviews, and recommendation of at least four (4) shortlisted selected candidates for each position to ARIAS Society (along with detailed CVs) and reference check report</td> <td data-bbox="874 1579 1173 1778">Within 60(sixty) days from the date of signing the contract with HR agency</td> <td data-bbox="1173 1579 1439 1778">10% of the quoted price for each of the positions upon receipt of CVs of the shortlisted candidates for each position.**</td> </tr> <tr> <td data-bbox="481 1778 539 2065">3</td> <td data-bbox="539 1778 874 2065">Successful Selection of the Candidates recommended by the HR Agency for the positions by the ARIAS Society after conducting final interview through a panel of experts and announcement of results</td> <td data-bbox="874 1778 1173 2065">Within 60 days after receipt of the short list of recommended candidates by the SPD</td> <td data-bbox="1173 1778 1439 2065">20% of the quoted price for each of the positions upon the shortlisted candidates for each position appearing before the interview Panel at the ARIAS Society and found to be qualified by the Interview Panel.**</td> </tr> </tbody> </table>	S#	Deliverables	Timeline	Payment to be made and conditions	1	Inception Report	Within 7 (seven) days from the date of signing the contract with HR agency	-	2	Advertisement, screening, assessment, interviews, and recommendation of at least four (4) shortlisted selected candidates for each position to ARIAS Society (along with detailed CVs) and reference check report	Within 60(sixty) days from the date of signing the contract with HR agency	10% of the quoted price for each of the positions upon receipt of CVs of the shortlisted candidates for each position.**	3	Successful Selection of the Candidates recommended by the HR Agency for the positions by the ARIAS Society after conducting final interview through a panel of experts and announcement of results	Within 60 days after receipt of the short list of recommended candidates by the SPD	20% of the quoted price for each of the positions upon the shortlisted candidates for each position appearing before the interview Panel at the ARIAS Society and found to be qualified by the Interview Panel.**
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	S#	Deliverables	Timeline	Payment to be made and conditions										
	4	Finally selected candidate joins the ARIAS Society within the time given by ARIAS Society	Within 45 days of date of issue of letter of agreement to the selected candidate by ARIAS Society	60% of the quoted price for each of the position to be paid after joining by the finally selected candidates.**										
	5	Final report on all the recruitments.	After three months of candidates' joining and continuing in ARIAS Society	10% of the quoted price for each of the position for candidates continuing in the ARIAS Society after three months of joining.**										
	<p>**Note: Assuming quoted price for each of position to be 'A' -</p> <p>(a) 10% of A will be paid upon receipt of CVs of the shortlisted candidate for each position;</p> <p>(b) 20% of A will be paid upon the shortlisted candidates for each position appearing before the interview Panel at the ARIAS Society and found to be qualified by the Interview Panel;</p> <p>(c) 50% of A will be paid on the basis of candidate joining the ARIAS Society</p> <p>(d) 10% of A will be paid on the basis of appointed candidate continuing in the ARIAS Society after three months of joining. <i>Payments for the replacement of candidates (if required), due to resigning of the selected candidates from ARIAS Society within three months from the date of joining, will be paid after the joining by the replaced candidate and continuing for three months.</i></p>													
45.1 (e)	<p>The accounts are: in Indian Rupee (INR)</p> <table border="1" data-bbox="485 1025 1439 1285"> <tr> <td data-bbox="485 1025 1066 1079">Name</td> <td data-bbox="1066 1025 1439 1079"></td> </tr> <tr> <td data-bbox="485 1079 1066 1133">Account No.</td> <td data-bbox="1066 1079 1439 1133"></td> </tr> <tr> <td data-bbox="485 1133 1066 1187">Name of Bank</td> <td data-bbox="1066 1133 1439 1187"></td> </tr> <tr> <td data-bbox="485 1187 1066 1240">IFS Code</td> <td data-bbox="1066 1187 1439 1240"></td> </tr> <tr> <td data-bbox="485 1240 1066 1294">Service Tax Registration No</td> <td data-bbox="1066 1240 1439 1294"></td> </tr> </table>				Name		Account No.		Name of Bank		IFS Code		Service Tax Registration No	
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46.1	<p>The interest rate is: 7 % per annum</p>													
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the 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 The Indian Council of Arbitration for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>The Indian Council of Arbitration</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole</p>													

	<p>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 The Secretary, <i>The Indian Council of Arbitration</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to The <i>Indian Council of Arbitration, New Delhi</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract, for contracts with Foreign Consultant . For contract with an Indian firm, the arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 of the Government of India, 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>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati, Assam, India.</p> <p>(b) English language shall be the official language for all purposes; and</p> <p>(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

APPENDIX B - KEY EXPERTS

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

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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 Indian Rupees)

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Ove-head ¹	Sub-total	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day /Hour	Agreed Fixed Rate per Working Month/Day /Hour ¹
Home Office									
Work in the Client’s Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

Signature _____

Date _____

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

Bank Guarantee for Advance Payment

(Deleted)