



ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body of the Govt. of Assam)

**Project Coordination Unit (PCU) of the World Bank financed
Assam Agribusiness and Rural Transformation Project (APART)**

Agriculture complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)

Tel: +91 361-2332125; email: spd@arias.in, website: www.arias.in

Project: Assam Agribusiness and Rural Transformation Project (APART)

SELECTION OF CONSULTANTS

[Through Quality and Cost Based Selection "QCBS" method]

REQUEST FOR PROPOSALS (RFP)

RFP No. : [ARIASS/APART/IEC/176/2017/77](#)

[Procurement Plan Reference: IN-ARIAS-5230-CS-QCBS]

Selection of Consulting Service for: "Hiring of Consultancy Services for IEC Campaign"

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

Country: India

Issued on: 12th June, 2019

SUMMARY

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Letter

This Section contains the letter for a Request for Proposals from the Client addressed to shortlisted consulting firms inviting them to submit a proposal for the consulting assignment. The RFP letter includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable Procurement Regulations or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions **that are to be used without modifications**. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates that Full Technical Proposal (FTP) formats shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP forms that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Fraud and Corruption

This section includes the fraud and corruption provisions which apply to this selection process.

Section 7: Terms of Reference (TOR)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

This Section includes standard form of the Contract. It includes General Conditions of Contract (“GCC”) **that shall not be modified**, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

The form of contract incorporates “Fraud and Corruption” (Section 6 of Part I) in a form of Attachment 1.

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PART I

Section 1. Request for Proposal Letter and Notification of Intention to Award template

Request for Proposal Letter Consulting Services

Section 1. Request for Proposal Letter

Name of Assignment: **"Hiring of Consultancy Services for IEC Campaign"**.

REOI Reference No.: **ARIASS/APART/IEC/176/2017/50**, dated 2nd November, 2018

RFP Reference No.: **ARIASS/APART/IEC/176/2017/77**, Dated Guwahati the **12th June, 2019**

[**Procurement Plan Reference: IN-ARIAS-5230-CS-QCBS**]

Loan No. IBRD loan No. **8780-IN**, Project ID.: **P155617**;

Country: **India**

To,

- 1) **M/s Arihant Advertising Agency (Lead)**, 13B, Ground Floor, Bee Gee Market, SRCB Road, Fancy Bazar, Guwahati – 781001; Email: arihant02@yahoo.com ; **In Joint Venture with: M/s Ernst & Young LLP**, 22 Camac Street, Block C, 3rd Floor, Kolkata - 700016, Email: adil.zaidi@in.ey.com ;
- 2) **M/s Exclusive Advertising Private Limited**, 8, GNB Road, Panbazar, Guwahati 781001; Email: exadv@gmail.com ;
- 3) **M/s Goldmine Advertising Ltd**, 4834/24, 1st Floor, Kiran Mansion, Ansari Road, Daryaganj, New Delhi - 110002; Email: delhi@goldmineltd.com ;
- 4) **M/s Outreach Advertising Private Limited (Lead)**, 4A Royale Arcade II, B Barooah Road, Ulubari, Guwahati- 781007; Email: info@outreachoooh.co.in ; **In Joint Venture with: M/s Insight Brandcom Pvt. Ltd**, 4A Royale Arcade II, Barooah Road, Ulubari, Guwahati- 781007;
- 5) **M/s Pradip Advertising & Co.**, 20, Pradip Bhaban, Brindaban Path, Rupnagar, Guwahati- 781032; Email: pradipadvertising07@rediffmail.com/ apurbalahkar07@gmail.com ;
- 6) **M/s Prodigy Communications and Marketing Pvt Ltd**, Ground Floor, House No 33, Planet Prodigy, Solapara Road, Opp Landmark Hotel, Guwahati – 781008; Email: info@prodigycommunications.net ;
- 7) **M/s Ra Film Studio (Lead)**, H/No: 26, Nalapara, Dehal Path, PO- Sualkuchi, Guwahati- 40; Email: rafilmstudio@gmail.com ; **In Joint Venture with: M/s B.S. Publication**, Zoo-Narangi Road Tiianli, Guwahati – 781021;
- 8) **M/s Vision EIS Consulting Pvt. Ltd**, Office No – 103, IHDP Business Park, Sector – 127, Noida (UP) – 201 301; Email: corporate@visioneis.org ;

Dear Sirs,

1. The Government of Assam through the Government of India (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) 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 of Consultancy Services for IEC Campaign**. 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 Arihant Advertising Agency (Lead), Guwahati - 781001; *In Joint Venture with: M/s Ernst & Young LLP*, Kolkata - 700016;
 - 2) M/s Exclusive Advertising Private Limited, Guwahati 781001;
 - 3) M/s Goldmine Advertising Ltd, New Delhi - 110002;
 - 4) M/s Outreach Advertising Private Limited (Lead), Guwahati- 781007; *In Joint Venture with: M/s Insight Brandcom Pvt. Ltd*, Guwahati- 781007;
 - 5) M/s Pradip Advertising & Co., Guwahati- 781032;
 - 6) M/s Prodigy Communications and Marketing Pvt Ltd, Guwahati - 781008;
 - 7) M/s Ra Film Studio (Lead), Guwahati- 40; *In Joint Venture with: M/s B.S. Publication*, Guwahati-21;
 - 8) M/s Vision EIS Consulting Pvt. Ltd, Noida- 201 301;
4. It is not permissible to transfer this invitation to any other firm. **It is also not permissible to change the 'Lead firm' of the Association/Joint Venture/Consortium/Partnership/Sub-consultant etc. mentioned by the firm in the EOI to whom this RFP document is issued.**
5. A firm will be selected under **Quality and Cost Based Selection (QCBS)** procedures and in a **Full Technical Proposal (FTP)** format as described in this RFP, in accordance with the policies of the Bank detailed in 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 **19th June 2019** 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; 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 and qualifications 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 ITC 17.7 and ITC 17.9.

Yours sincerely,



(Vinod Seshan, IAS)

State Project Director, ARIAS Society,
Agriculture Complex, Khanapara, G.S. Road,
Guwahati-781022 (Assam, India)
email: spd@arias.in

✓

Notification of Intention to Award

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

For the attention of Consultant's authorized representative

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

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

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

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

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

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

Notification of Intention to Award

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

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

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

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

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

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

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

1. The successful Consultant

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

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

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

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
[name]		Criterion (ii): [insert score] Criterion (iii): [insert score] Sub-criterion a: 1: [insert score] 2: [insert score] 3: [insert score] Sub-criterion b: 1: [insert score] 2: [insert score] 3: [insert score] Sub-criterion c: 1: [insert score] 2: [insert score] 3: [insert score] Criterion (iv): [insert score] Criterion (v): [insert score] Total score: [insert score]	[insert score] Criterion (ii): [insert score] Sub-criterion a: [insert score] Sub-criterion b: [insert score] Sub-criterion c: [insert score] Total score: [insert score]	price]		Score: [combined score] Ranking: [ranking]
[insert name]	...					
[insert name]	...					
[insert name]	...					
...	...					
...	...					

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

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

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

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

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Client]

Email address: [insert email address]

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

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

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

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

5. How to make a complaint

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Client]

Email address: [insert email address]

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

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

Further information:

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

In summary, there are four essential requirements:

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

6. Standstill Period

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

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

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

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

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

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions	<p>(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.</p> <p>(b) “Applicable Regulations” means Procurement Regulations for IPF Borrowers of date specified in the Data Sheet</p> <p>(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.</p> <p>(d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(e) “Borrower” means the Government, Government agency or other entity that signs the [loan/financing/grant¹] agreement with the Bank.</p> <p>(f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(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.</p> <p>(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).</p> <p>(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.</p> <p>(j) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.</p> <p>(k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(l) “Government” means the government of the Client’s country.</p> <p>(m) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;</p> <p>(n) “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.</p> <p>(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 CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(p) “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> <p>(q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p>
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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]

	<p>(r) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(s) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.</p> <p>(t) "SPD - RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(u) "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(v) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.</p> <p>(w) "Terms of Reference (TORs)" (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
2. Introduction	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.</p> <p>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.</p> <p>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.</p> <p>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.</p>
3. Conflict of Interest	<p>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.</p> <p>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.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting Activities	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
b. Conflicting Assignments	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>

<p>c. Conflicting Relationships</p>	<p>(iii) <u>Relationship with the Client's staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.</p>
<p>4. Unfair Competitive Advantage</p>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p>5. Fraud and Corruption</p>	<p>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.</p> <p>5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, 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.</p>
<p>6. Eligibility</p>	<p>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.</p> <p>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.</p> <p>6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:</p>
<p>a. Sanctions</p>	<p>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.</p>
<p>b. Prohibitions</p>	<p>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:</p> <ul style="list-style-type: none"> (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.
<p>c. Restrictions for State-Owned Enterprises</p>	<p>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.</p>

d. Restrictions for Public Employees	<p>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:</p> <ul style="list-style-type: none"> (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	<p>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.</p>
B. Preparation of Proposals	
7. General Considerations	<p>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.</p>
8. Cost of Preparation of Proposal	<p>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.</p>
9. Language	<p>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.</p>
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
11. Only One Proposal	<p>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.</p>
12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.</p>

<p>a. Extension of Validity Period</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>b. Substitution of Key Experts at Validity Extension</p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.</p>
<p>c. Sub-Contracting</p>	<p>12.9 The Consultant shall not subcontract the whole of the Services.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>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:</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">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.</p> <p>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.</p>
<p>14. Preparation of Proposals Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">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.</p> <p style="padding-left: 40px;">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</p>

	<p>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.</p> <p>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.</p>
15. Technical Proposal Format and Content	<p>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.</p> <p>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.</p> <p>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.</p>
16. Financial Proposal	<p>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.</p>
a. Price Adjustment	<p>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.</p>
b. Taxes	<p>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.</p>
c. Currency of Proposal	<p>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.</p>
d. Currency of Payment	<p>16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.</p>
C. Submission, Opening and Evaluation	
17. Submission Sealing, and Marking of Proposals	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

	<p>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].”</p> <p>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.”</p> <p>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]”.</p> <p>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.</p> <p>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.</p>
18. Confidentiality	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.</p> <p>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.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.</p>
19. Opening of Technical Proposals	<p>19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.</p> <p>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.</p>
20. Proposals Evaluation	<p>20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
21. Evaluation of Technical	<p>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,</p>

Proposals	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	<p>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.</p> <p>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.</p>
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	<p>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:</p> <ul style="list-style-type: none"> (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. <p>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:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>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.</p> <p>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.</p>
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

	<p>the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
b. Lump-Sum Contracts	<p>24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.</p>
25. Taxes	<p>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.</p>
26. Conversion to Single Currency	<p>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.</p>
27. Combined Quality and Cost Evaluation	
a. Quality and Cost-Based Selection (QCBS)	<p>27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.</p>
b. Fixed-Budget Selection (FBS)	<p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected.</p> <p>27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.</p>
c. Least-Cost Selection	<p>27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.</p>
D. Negotiations and Award	
28. Negotiations	<p>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.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p>
a. Availability of Key Experts	<p>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.</p> <p>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.</p>

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: <ul style="list-style-type: none"> (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:

	<p>(a) name and address of the Client;</p> <p>(b) name and reference number of the contract being awarded, and the selection method used;</p> <p>(c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;</p> <p>(d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and</p> <p>(e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.</p> <p>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</p>
<p>33. Debriefing by the Client</p>	<p>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.</p> <p>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</p> <p>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.</p> <p>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.</p>
<p>34. Award of Contract</p>	<p>34.1 The Contract shall be signed promptly upon Notification of Award.</p> <p>34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
<p>35. Procurement Related Complaint</p>	<p>35.1 The procedures for making a Procurement-related Complaint are as specified in the Data Sheet.</p>

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	The date of the Applicable Regulations is: 1st July 2016
1 (c)	India
2.1	Name of the Client: Assam Rural Infrastructure and Agricultural Services (ARIAS) Society Method of selection: Quality and Cost Based Selection (QCBS) as per the The Applicable Regulations: Procurement Regulations for IPF Borrowers dated 1st July 2016 available on www.worldbank.org
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: “Hiring of Consultancy Services for IEC Campaign”
2.3	A pre-proposal conference will be held: Yes (<i>Consultants may also send queries by email and the same will be answered by email</i>). Date & time of pre-proposal conference: 26th June 2019, at 11:30 am Address: ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Telephone: 0361-2332125; email: spd@arias.in Contact person/conference coordinator: State Project Director, ARIAS Society
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: 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 the stakeholder departments at all levels of administration and other relevant stakeholders;
4.1	Not Applicable.
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 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 AND 2nd Inner Envelope with the Financial Proposal : (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (Ref. Data Sheet 10.2 below)
10.2	Statement of Undertaking is required: Yes [<i>Refer to paragraph (f) in Form TECH-1</i>]

11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible : No
12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline i.e., until: 8th November 2019.
13.1	Clarifications may be requested no later than 13 (thirteen) calendar days prior the proposal submission deadline i.e., until: 29th June 2019. 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; email: spd@arias.in
14.1.1	Shortlisted Consultants may associate with (a) non-shortlisted consultant(s): Yes <i>(however, a) Consultant must obtain the written approval of the Client prior to the submission of the Proposal, b) The consultant must obtain the written approval of the client if there is any change in the lead firm of JV or sub-consultant to which the RFP was issued)</i> Or (b) other shortlisted Consultants: No
14.1.2	The cumulative total estimated time input of the 6 Key Experts' is for about 162 months (i.e. 36 months each for three Key Experts Sl. No. 1 to 3 and 18 months each for three Key Experts Sl. No. 4 to 6) (Ref. To the Terms of Reference at Section 7 of the RFP). However, this estimate is indicative only and the Proposal by the consultants shall be based on the Consultant's own estimates for the individual experts/staff to be engaged under the assignment.
14.1.3	Not Applicable
14.1.4 and 27.2	Not Applicable
15.2	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.
16.1	<i>Reimbursable expenses may be given as follows:</i> <i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> <i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i> <i>(3) cost of office accommodation, including overheads and back-stop support;</i> <i>(4) communications costs;</i> <i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i> <i>(6) cost of reports production (including printing) and delivering to the Client;</i> <i>(7) other allowances where applicable and provisional or fixed sums (if any)]</i>
16.2	A price adjustment provision applies to remuneration rates: No.
16.3	The Consultant and its Sub-consultants and Experts shall be responsible for meeting all tax liabilities arising out of the Contract as per the Indian laws. The amounts payable by the Client to the Consultant under the contract shall be subject to local taxation (e.g. Goods & Services Tax) and deductions at source, however, shall be made as applicable. Information on the consultant's tax obligation in India may be found on Ministry of Finance, Government of India website. The Consultant shall take advice from their tax consultant and shall suitably provide for indirect tax liability/ GST for this assignment.
16.4	The Financial Proposal shall be stated in local currency: In Indian Rupee only.

C. Submission, Opening and Evaluation

17.1	The Consultants shall NOT have the option of submitting their Proposals electronically.																																																	
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and 2 copies; and soft copy in Pen drive.</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: 12th July 2019; Time: 2.00 PM (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; 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: 12th July 2019; Time: 2.30 PM (IST)</p>																																																	
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: name of the firm along with their sub-consultant(s), if any.																																																	
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> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">a) Similar assignments having done strategy and materials development assignments including print and electronic media for Agriculture sector</td> <td style="text-align: right;">[4 points]</td> </tr> <tr> <td>b) Similar assignments having done strategy and materials development assignments including print and electronic media for other sectors.</td> <td style="text-align: right;">[3 points]</td> </tr> <tr> <td>c) Assignments carried out for government departments</td> <td style="text-align: right;">[3 points]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (i):</td> <td style="text-align: right;">[10]</td> </tr> </table> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TOR): [40]</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">a) Technical approach and methodology</td> <td style="text-align: right;">[20 points]</td> </tr> <tr> <td>b) Work plan</td> <td style="text-align: right;">[15 points]</td> </tr> <tr> <td>c) Organization & Staffing</td> <td style="text-align: right;">[05 points]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (ii)</td> <td style="text-align: right;">[40]</td> </tr> </table> <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> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1)</td> <td style="width: 75%;">Position K-1: Communication Specialist and Team Leader (1 No.)</td> <td style="text-align: right;">[12 points]</td> </tr> <tr> <td>2)</td> <td>Position K-2: Print and Audio-visual Production Expert (1 No.)</td> <td style="text-align: right;">[10 points]</td> </tr> <tr> <td>3)</td> <td>Position K-3: Social expert/ Language expert (1 No.)</td> <td style="text-align: right;">[8 points]</td> </tr> <tr> <td>4)</td> <td>Position K-4: Graphic Designer (1 No.)</td> <td style="text-align: right;">[8 points]</td> </tr> <tr> <td>5)</td> <td>Position K-5: Monitoring Expert (1 No.)</td> <td style="text-align: right;">[7 points]</td> </tr> <tr> <td>6)</td> <td>Position K-6: Finance and Systems Manager (1 No.)</td> <td style="text-align: right;">[5 points]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total points for criterion (iii)</td> <td style="text-align: right;">[50 points]</td> </tr> </table> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1)</td> <td style="width: 75%;">General qualifications (general education, training, and experience):</td> <td style="text-align: right;">[15%]</td> </tr> <tr> <td>2)</td> <td>Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):</td> <td style="text-align: right;">[80%]</td> </tr> <tr> <td>3)</td> <td>Relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture, etc.):</td> <td style="text-align: right;">[5%]</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </table> <p>(iv) Transfer of knowledge (training) program: [0]</p> <p>(v) Participation by nationals among proposed Key Experts : [0]</p> <p>Total points for the five criteria = 100</p> <p>The minimum technical score (St) required to pass is : 75</p>	a) Similar assignments having done strategy and materials development assignments including print and electronic media for Agriculture sector	[4 points]	b) Similar assignments having done strategy and materials development assignments including print and electronic media for other sectors.	[3 points]	c) Assignments carried out for government departments	[3 points]	Total points for criterion (i):	[10]	a) Technical approach and methodology	[20 points]	b) Work plan	[15 points]	c) Organization & Staffing	[05 points]	Total points for criterion (ii)	[40]	1)	Position K-1: Communication Specialist and Team Leader (1 No.)	[12 points]	2)	Position K-2: Print and Audio-visual Production Expert (1 No.)	[10 points]	3)	Position K-3: Social expert/ Language expert (1 No.)	[8 points]	4)	Position K-4: Graphic Designer (1 No.)	[8 points]	5)	Position K-5: Monitoring Expert (1 No.)	[7 points]	6)	Position K-6: Finance and Systems Manager (1 No.)	[5 points]	Total points for criterion (iii)		[50 points]	1)	General qualifications (general education, training, and experience):	[15%]	2)	Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):	[80%]	3)	Relevant experience in the region (working level fluency in local language(s)/ knowledge of local culture, etc.):	[5%]	Total weight:		100%
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Total weight:		100%																																																

Public Opening of Financial Proposals	
22	Not applicable as Quality & Cost Based Selection (“QCBS”) method is followed
23.4	An online option of the opening of the Financial Proposals is offered: No
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 at 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>The notice of the public opening of Financial Proposals may also be published on the Client’s website, if available.</p>
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes e.g. GST, 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.
26.1	Prices shall be quoted in Indian Rupee only.
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 70, and</p> <p>P = 30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
D. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: Last week of September 2019.</p> <p>Address: ARIAS Society, Project Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125; email: spd@arias.in</p>
30.1 Standstill Period	<p>The Standstill Period is 10 (Ten) Business Days after 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: the information will be published on 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: Date: Last week of October 2019 in Assam</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: State Project Director, ARIAS Society; Title/position: State Project Director, ARIAS Society Client: ARIAS Society Email address: spd@arias.in</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of this Request for Proposal; 2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and 3. the Client’s decision to award the contract

Section 3. Technical Proposal - Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP	FORM	DESCRIPTION	Page Limit
✓	TECH-1	Technical Proposal Submission Form.	2 pages
✓ applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture (JV) , attach a letter of intent or a copy of an existing agreement.	
✓ applicable	Power of Attorney	<ul style="list-style-type: none"> · 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 	As required
✓	TECH-2	Consultant's Organization and Experience.	
✓	TECH-2A	A. Consultant's Organization	3 pages
✓	TECH-2B	B. Consultant's Experience	15 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	20 pages
✓	TECH-5	Work Schedule and Planning for Deliverables	5 pages
✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	25 pages

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

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

Dear Sirs:

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

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client. **[As per requirement stated in the Data Sheet against ITC clause 10.2]**

- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

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 five (5) years (**i.e. 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19**).
2. List only those assignments for which the Consultant was legally contracted by the respective Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. **The Consultant must substantiate the claimed experience by presenting copies of relevant documents and references.**

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

FORM TECH-3

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

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 [*Note to Client: add the following for supervision of civil works contracts:* including the Environmental, Social, Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/copy the TORs in here.**}
 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5

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 the form of a bar chart.**
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	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. **[For consultant’s experts normally working in India, the terms “Home” and “Field” in this aspect shall be treated as the same, i.e. “Home”]**

Full time input
 Part time input

(Tech. Form-6..... Continued next page)

**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. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications: _____

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

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert

Signature

Date
{day/month/year}

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

Signature

Date

Important Note: CVs not signed by the Respective Experts and by the Authorized Representative of the Consultant (the same who signs the Technical Proposal) 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

{Location, Date}

To:

**The State Project Director,
ARIAS Society, Project Coordination 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}, *excluding of all indirect local taxes (GST) in accordance with ITC 25.1 in the Data Sheet.* **The estimated amount of local indirect taxes (i.e. GST) is INR..... {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,

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

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company's name or JV's name):
Capacity: {insert the person's capacity to sign for the Consultant}
Address: {insert the authorized representative's address}
Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address}_____

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

FORM FIN-2 SUMMARY OF COSTS

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 etc.	
Total Estimate for Indirect Local Tax:	

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate		Indian Rupee (INR)
			Time Input in Person/Month (from TECH-6)		
Key Experts					
K-1			[Home]		
			[Field]		
K-2			[Home]		
			[Field]		
K-3			[Home]		
			[Field]		
K-4			[Home]		
			[Field]		
K-5			[Home]		
			[Field]		
K-6			[Home]		
			[Field]		
Non-Key Experts					
N-1			[Home]		
			[Field]		
N-2			[Home]		
			[Field]		
N-3			[Home]		
			[Field]		
				Total Costs	

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

Legend:

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

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): _____ [list country/countries following approval by the Bank to apply the restriction *or* state "none"]

Under the ITC 6.3.2 (b): _____ [list country/countries *or* indicate "none"]

Section 6. Fraud and Corruption

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring 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;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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 of Consultancy Services for IEC Campaign

(A) BACKGROUND

1. The Government of Assam (GoA) through Government of India (GoI) has received a loan from the World Bank (WB) for implementation of Assam Agribusiness and Rural Transformation Project (APART). Assam Rural Infrastructure and Agricultural Services (ARIAS) Society is the Project Co-ordination Unit (PCU) for the project. The project will be implemented by eight line departments of GoA including their directorates/agencies/ Commissionerates. The proposed 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 Assam”. The project will adopt a value chain and cluster based approach to achieve the targeted objectives. Expected duration of the project is for seven years.
2. The project would support value addition in production and post-harvest segments of selected agriculture value chains, stimulate establishment of new small and medium agri-enterprises; facilitate agribusiness investments through inclusive business models that provide opportunities to small holder farmers to actively participate in the value chains, and support resilience of agriculture production systems in order to better manage increasing production and commercial risks associated with climate change in the targeted districts. The project would adopt a cluster strategy within the targeted value chains, to generate economies of scale, promote vertical and horizontal links between local agricultural enterprises, enable diffusion of innovations, leverage network externalities, and channelize public support for services and infrastructure. By adopting a cluster approach, the project would enable all the value chain participants to develop competitive and innovative products that meet market demands rapidly and successfully. By simultaneously intervening along multiple dimensions of the growth nexus (business environment, key infrastructure, access to basic services, local governance), the project aims to remove key constraints to business development and strengthen the platform for growth in agriculture and allied sectors.
3. A key project thrust will be on enhancing agglomeration of producers to improve economies of scale in producing, processing and marketing of agricultural produce. The project will support agriculture and livestock productivity (including value and incomes) enhancement through essential technology transfer in production and improved post-harvest and market operations and also explore and pilot possible financing modalities to support entrepreneurship and agri-business. APART will leverage the natural resource advantages of the state as well as improve the investment climate and in particular, focus will be on processed food, agribusiness, logistics and infrastructure and MSME finance and insurance.
4. There are four components of the project: **The first component is Enabling Agri-Enterprise Development**, with sub components being (i) Enhancing state capacity to attract private investments, (ii) Setting up Enterprise Development and Promotion Facility (EDPF) (iii) Agribusiness Investment Fund Support (iv) Establishing Stewardship Councils. **The second component is Facilitating Agro Cluster Development** with sub-components being- (i) Support establishment of cluster level Industry Associations (IAs), (ii) Supply Chain Support: rehabilitation of access roads, warehouse & warehouse receipts development, upgradation & modernization of agricultural wholesale markets. **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** with sub components being (i) Institutional Strengthening, ICT (iii) Project Management, MIS and M&E.
5. The Key Project Indicators (KPIs) are:
 - a) Farmers reached with agricultural assets or services (number), of which female (percentage);
 - b) Value add measured by:
 - i) Increase in price premium of commodities sold by beneficiaries in the selected value chains;
 - ii) Share of selected commodities sold through new marketing channels.
 - c) Resilience measured by: Farmers adopting improved agricultural technology (gender disaggregated).

6. **Project approach:** The **16 (sixteen) targeted project districts** (undivided as of 1st April, 2016) are Nagaon, Sonitpur, Barpeta, Karbi Anglong, Kamrup, Dhubri, Golaghat, Kokrajhar, Lakhimpur, Darrang, Cachar, Sivasagar, Jorhat, Goalpara, Morigaon and Nalbari. The **prioritized commodity value chains** are : (i) Fruits and vegetables (tomato, cabbage, cauliflower, brinjal, pumpkin, banana, potato); (ii) Livestock and Fisheries (pork, milk, fish); (iii) Pulses (lentil, pea, black gram); (iv) Spices and Condiments (ginger, turmeric, mustard); (v) Cereals (rice, maize); and (vi) Specialty products (*muga, eri* silk). The implementing agencies of the project include Department of Industries and Commerce; Agriculture; Fisheries; Animal Husbandry and Veterinary; Cooperation; Public Works Roads; Handloom, Textiles and Sericulture; Panchayat and Rural Development and Assam Agricultural University. The project has a target of forming approx. 100 nos. of Farmer Producer Organisation (FPOs) out of which 43 will be on agriculture and horticulture value chains, 13 on fishery, 38 on pork sector and 5 on handloom & textile sector. Approx. 1700 (both registered and unregistered) enterprises are expected to be covered forming approx. 17 Industry Associations at the enterprise cluster level across the project Districts.
7. **Project Beneficiaries:** Targeted project beneficiaries include farmers, farmer producer organizations, and entrepreneurs, especially in the MSME segment in the targeted districts. It is estimated that about 500,000 farming households will be directly benefitted from the project activities. Indirect beneficiaries will include those who benefit from technologies demonstrated by the project, farmers whose produce moves through rehabilitated markets, and farmers accessing negotiable warehouse receipt financing, etc. The project will promote gender mainstreaming and women's empowerment to ensure that a significant proportion of project beneficiaries include women. Measures will be taken in terms of awareness generation, capacity building and empowerment for facilitating women participation in farmer producer organization, value chain development and cluster development. The project will promote entrepreneurial development through training, skill development and market linkages with specific focus on women led enterprises and support participation of women in the decision making structure of farmer producer organizations. Staff of the participating line departments and autonomous institutions will be among indirect beneficiaries of technical and institutional capacity building interventions under the project.
8. **Context of the IEC Campaign:** The IEC Campaign is aimed to create awareness about the project and bring about behavioural changes at the individual level of farmers and agri-entrepreneurs – the primary beneficiaries of the project and secondary beneficiaries such as market actors, traders and other stakeholders in terms of promoting agribusiness and bringing about rural transformation with respect to agriculture production. Evidences show various challenges and bottlenecks in relation to diversification of agriculture production and agri-business in the state of Assam at the individual level, community level and at various levels of stakeholders. Hence, evidence based IEC Campaign needs to be designed to bring about changes at various levels for improving production technology and creating agri-business opportunities of the selected value chains under the project. The IEC Campaign is expected to bring about changes in behaviour, perception and attitude related to market-led production, improved marketing system, agri-entrepreneurship as well as participation of women. Hence, the Campaign would also include Citizen Engagement and Behaviour Change Communication components. The project will measure the performance of the agency based on the output indicators as mentioned below. The output indicators are linked with the expected outcome of the project related with the changes at the individual level, community level and multi-stakeholder level. The expected outcome of the campaign will be tracked through M&E system of the project. In addition to this, project will review the effectiveness of the IEC Campaign based on the indicators of the Results Framework of the project.
9. **Broad thematic areas for IEC Campaign:** The IEC Campaign is expected to include but not limited to the following: Awareness campaign on the project and sector value chains; Awareness generation among farmers on trading through markets and warehouses; Designing and developing publicity material for PCU and Implementing agencies based on project activities; Awareness program for implementing agencies; Risk communication for livestock value chain and consumer awareness campaign on food safety for livestock value chain.
10. **Implementation arrangement:** The consultant agency will conduct the IEC activities in 16 undivided project districts of Assam in co-ordination with the ARIAS Society and the implementing agencies of the project. As the project will be implemented through cluster based approach, therefore, specific focus, based on the project interventions of the implementing agencies to be given in the production and enterprise clusters identified under the project. The IEC activities will consider the sectoral value chains and promote the inclusion of women and indigenous people in the value chain activities. The implementation arrangement of the IEC activities should be in compliance with the safeguard documents designed under the project.

11. **Review Mechanism:** The ARIAS Society will review the performance of the agency on quarterly basis and also as & when felt necessary, wherein at least two key experts (including the Team Leader) will have to remain present. The Public Information cum Communication Specialist (PICS) of the PCU will undertake day-to-day co-ordination and monitoring of the IEC assignment. The Nodal Officer for Social Safeguard of the implementing agencies is responsible for monitoring the operations of the IEC agency related to the IEC of the implementing agencies. The District Level Co-ordination Committee (DLCC) through District Social Sector Coordinator (DSSC) is responsible for reviewing the overall operations of the IEC agency in the project districts on a monthly basis as per the plan and feedback from the state level implementing agencies as well as from ARIAS Society. A representative from the consultant agency must be present in the monthly meetings of the DLCC. Monthly reports will be submitted to the DLCC which would be further forwarded to ARIAS Society with necessary comments. Monthly reports are to be reviewed at the state level by ARIAS Society along with the implementing agencies for release of payments as described below. Quarterly review will be based on the monthly reports, quarterly reports, feedback of the project implementing agencies, DLCC, Service Providers, etc. and achievements against the approved IEC plan. In addition, the SPD will review the performance of the Consultant agency bi-annually on the basis of expected outcomes in line with the results framework of the project wherein the team leader has to compulsorily remain present.

(B) OBJECTIVE OF THE ASSIGNMENT

12. The objective of the consultancy services is to -
- a) Effectively disseminate information about the project to multiple stakeholders that provides equal opportunity for stakeholders to partner and access benefits from the project,
 - b) Facilitate informed decision making processes that promotes behavioral shift to adopt Climate Resilient practices for higher returns;
 - c) Bring behavioral changes in the individual level of farmers and agri-entrepreneurs;
 - d) To develop citizen engagement for the primary beneficiaries of the project and secondary beneficiaries such as market actors, traders and other stakeholders in terms of promoting agribusiness and bringing about rural transformation with respect to agriculture production.
 - e) To undertake publicity activities in the states and countries neighboring Assam about potential marketing opportunities for APART commodities, as stated in para 6 above;

The consultant agency has to work closely with the consultants/agency/agencies identified (Services Providers) for social mobilization, collaboration and empowerment of communities and consult with them to seek opinions/feedbacks to engage the communities better, as well as to orient/involve the NGOs/CBOs/local resources active in the project districts.

(C) SCOPE OF WORK & TASKS TO BE PERFORMED

13. The specific tasks related to the consultancy assignment are:
- a) **Mapping of stakeholders:** Map all stakeholders for stakeholder analysis including their roles and responsibilities to develop a comprehensive communication strategy to address the information needs for the diverse group of stakeholders including a road map to roll out the strategy using print and electronic means that is culturally compatible.
 - b) **Conduct Communication Needs Assessment (CNA):** To understand the knowledge base and needs of potential target beneficiaries and those engaged in enhancing the competitiveness of APART agri value chains. Assess the means of and content of communication that influences adoption of practices. Assessment can be done through review of the existing documents, reports, studies, etc. conducted during the project preparation and discussion with the implementing agencies. Reference can also be taken from the baseline study of the project M&E and of the Service Providers.
 - c) **IEC strategy:** Based on the assessment, develop a comprehensive communication strategy to articulate the approaches for communicating core messages of the project covering all the components. Identify the suitable medium to be used for different target audience as appropriate that helps to customize the key messages for information dissemination and facilitates informed decision making. In addition, consistent with the provisions of the Right to Information Act, the strategy will include:

- i) Advocacy strategy to sensitize state and district level policy and decision makers, key influencers towards building/reinforcing and enabling environment for the project implementation.
 - ii) Communication strategy for various potential target groups in compliance with Social Management Framework of the project.
 - iii) Strategy for publicity activities in the states and the countries neighbouring Assam
 - iv) Capacity building strategy for key functionaries and beneficiaries at all levels based on needs assessment.
 - v) Reporting formats with indicators to monitor whether the objectives of communication are being met.
- d) **IEC implementation plan:** The Strategy will be rolled out during the course of project implementation. Prepare an action plan to design and develop the “content of messages” for each group of stakeholders that will depend on the medium to be used for communication and include a calendar of events to deliver the plan. Identify and document good practices, develop opinion pieces, blogs to promote knowledge exchange and design and host the web-page. Firm up workshops, seminars, etc for different stakeholders. Include plan for procurement of IEC material required for training and capacity building, production of radio and TV ads, programs, interviews, purchasing of air time on radio and /or TV, production of posters, etc. Include in the plan to buy media space at the best possible package rates and specifics on how many days a week, duration, and selection of time that will maximise impact.
- Note:* The firm needs to ensure that the total cost of acquiring various media platforms is less than or equal to the rates approved by DIPR (Directorate of Information and Public Relations) Assam.
- e) **Develop and pre-test appropriate messages, tools and materials:** This will include following activities:
- i) Design key messages to inform and educate the community in the project area, about the project benefits, service provisions, process of availing the services, details of the line departments and mechanism of grievance redressal & citizen feedback.
 - ii) Undertake pre-testing of the communication messages and tool-sets across all targeted communities to assess the efficacy of the messages and tool-sets, and wherever required refine/adapt the message content to finalize the messages and their methods of delivery. Accordingly create customized communication materials to carry these messages to all sections of the society, with special emphasis of strengthening outreach to indigenous people and women.
 - iii) Develop advocacy kits for policy and decision makers and various key influencers.
 - iv) Design IEC skill development modules for trainers and trainees (Service Providers, Support Organizations, Farmer Producer Organizations, Industrial Associations, etc.).
 - v) Deploy innovative communication tool-sets to disseminate the outreach messages in easy language to understand format across mainstream, mid media and interpersonal communication channels.
 - vi) Materials for different media/target audiences, information card, infotainment scripts, TV/radio spots, illustrative leaflets, posters and other materials. Subsequently, all messages, tools and materials to be pre-tested according to agreed protocol. The messages, tools and materials may need to be modified/improved periodically based on review/monitoring reports.
- f) **Production of material:** The strategy and action plan to be used should be for bulk production of material, both print and electronic. These will include articles, stories, features, interviews across print, TV and online media, posters, brochures, theatre performances such as Mass media – development of TV commercials, radio spots, print media, outdoor media and social media components, posters, banners, billboards, wall-paintings, display screens (mobile & static), bus panels, bus shelter graphics, etc. In addition support interpersonal communication to include interactive community presentations, involving flyers, group meetings with stakeholders, drama &

street plays, traditional art-forms such as folk music & dance, voice-based messaging through mobile phones and other relevant methods.

- g) **Implementation of approved IEC plan:** Implement and manage all IEC activities as in the implementation plan approved by the PCU, ARIAS Society through personnel and other agencies engaged for implementation. This plan needs to synchronize the actions of the implementing agencies at the state, district and sub-district levels. While implementing the activities, the consultant agency must ensure proper co-ordination with the consultant agency hired by PCU as Service Providers and adhere to the strategies laid down in the Social Management Framework (SMF) of the project. Various mass media and mid media platforms and interpersonal communication channels for implementation of IEC plan may be utilized.
- h) **Capacity Building through training/orientation:** Build capacities of state/district/block implementing units/Farmer Producer Organizations/Industrial Associations to plan, develop, implement and manage IEC activities through structured training/orientation sessions. This will build the capacities of the above mentioned institutions in further carrying out the IEC activities to bring about desired change to achieve the institutional objectives. Training and orientation will be through involvement of the above institutions in the IEC activities conducted by the consultants using the tools designed for the project without any resource implications. Above institutions must be aware of the objective and type of IEC activities conducted in project districts. All the stakeholders of the project should be aware of the objective and IEC activities, messages, materials and tools utilized in the IEC Campaign. Besides, based on the findings of the CNA, the consultant agency may propose limited number of meetings, trainings and orientations, if required maximum for the state level. The consultant agency may also piggy back on some of the project activities for capacity building and orientation without any additional resources involvement.
- i) **Develop reporting formats for the IEC activities:** Develop simple and effective reporting formats in accordance with the project M&E framework and SMF to monitor the quantity, quality and effectiveness of messages, tools and materials for constant improvement. Design the reporting formats and monitoring indicators in line with the output indicators for the assignment. Submit monthly, quarterly and annual progress reports on all activities completed, ongoing, planned including capacity building workshops/trainings, etc. as per the reporting mechanism mentioned above. An analysis of media coverage will be part of the monthly monitoring report, tracking all media for coverage of their outreach efforts.
- j) **Citizen Engagement:** Develop and execute effective citizen engagement activities in the form of focus group discussion, consultations etc. Such sustained engagement can bring about change in behavioural pattern of the targeted audience. This approach also gives the audience a stake in the decision making process. Specific Citizen Engagement activities can be designed and executed in all the targeted 16 project implementation districts

(D) OUTPUT AND EXPECTED OUTCOME OF THE CAMPAIGN

14. Following are the output and expected outcome of the IEC Campaign:

Sl	IEC Message/Input	Stakeholder	Output Target (Min)	Expected outcome
APART Overall/General				
1	Awareness about the project	Direct and indirect beneficiaries	At least 50% of households in the project village has the information about the project.	Facilitate mobilization of project beneficiaries.
2	Awareness on gender mainstreaming in value chain	Female population of the project district	At least 50% of the adult female population in the project village participate in the project interventions covering the villages.	Improved inclusion and participation of women in the project activities.
3	Awareness on Integrated Pest Management (IPM)	Farmers, FPOs, Traders & other market functionaries	Atleast 50% of the adult population in the project village can share about the importance of IPM and banned pesticides.	Compliance with environmental Safeguard requirement
4	Awareness on Grievance Redressal Mechanism (GRM) of the project	Direct and indirect beneficiaries	Atleast 80% of the project beneficiaries can share about the Grievance Redressal Officer (GRO) and the mode of	Facilitate implementation of Right to Information Act.

Sl	IEC Message/Input	Stakeholder	Output Target (Min)	Expected outcome
			submitting grievances.	
Sub-components				
A-1	Awareness creation on sub-sectors of Agribusiness having potential for investments	DICC staff (GMs)	Each DICC GM & OPIU Industry & Commerce (I&C) staff should be able to list at least 3 potential sub-sectors for agribusiness investments	Increased knowledge level of DICC & OPIU I&C Staff on investment potential sub-sectors of Agribusiness, hence better prospects of investment targeting & aftercare services
A-2	i) Dissemination of services being provided by EDPF	Agri MSMEs	At least 1500 agri entrepreneurs should be able to identify atleast six services being provided by EDPF	Better understanding of agri entrepreneurs about the the services offered by EDPF
	ii) Encouraging agri entrepreneurs to avail the services provided by EDPF	Agri MSMEs	At least 750 agri entrepreneurs should be willing to avail the services of EDPF	Better agri entrepreneurship ecosystem.
A-3	i) Awareness creation about existence of Agribusiness Investment Fund under APART	Agri SMEs	At least 30 Agri SMEs are aware about the AIF	Better pool (pipeline/ deal-flow) of investee companies for AIF
	ii) Awareness to potential investee companies on broad eligibility criteria for funding support from AIF	Agri SMEs	At least 20 Agri SMEs are aware about the broad eligibility criteria for funding support from AIF	Better pitching/ proposals by potential investee companies to AIF
A-4	i) Awareness about Stewardship Council	Entrepreneurs in select agri value chains	At least 800 agri entrepreneurs should be aware about the existence of Stewardship Council	Sufficient/ enhanced membership of council by enterprises in specific value
	ii) Awareness on value chains in which the Stewardship Council (SC) works & major activities	Entrepreneurs in select agri value chains	At least 400 agri entrepreneurs should be able to tell min 2 Value Chains (VC) in which SC is working and at least two major activities	Better value chain specific policy framework in agribusiness value chains and enhanced uptake of stewardship council grants
B-1	i) Awareness about CDTA under APART	MSMEs in enterprise clusters	At least 2000 MSMEs in enterprise clusters should be aware about CDTA	Enhanced enrolment in Industry Associations
	ii) Awareness on support services provided by CDTA/ Activities of CDTA	MSMEs in enterprise clusters	At least 1000 MSMEs in enterprise clusters are aware of the support services of CDTA	Effective Industry Associations and increased quantum of joint actions taken by IA members, high quality Agro Industrial Development Plans (AIDPs) from IAs . Enhanced uptake of IA grants for common facilities/ common facility centres
B-2	i) Awareness regarding upgradation of rural access roads	Aggregators, traders, FPOs, processors	At least 10% of the targeted beneficiaries are aware about roads upgraded in their cluster	Increased traffic density on improved roads/ enhanced road usage
	ii) Improved roads should be used for transportation of ag. Commodities	Aggregators, traders, FPOs, processors	Road usage frequency by beneficiaries increased to at least 1.5 times	Timely and damage free transportation of agri commodities from production clusters to markets/ warehouses/ enterprise clusters etc
	iii) Encouraging farmers/ FPO members/traders to store their non-perishable produce in upgraded/ modernized warehouses to get seasonal price advantage	Farmers, FPOs, Traders	Increased occupancy - additional 30,000 MT space occupied	Enhanced warehouse occupancy & better realization to farmers/traders due to price advantage
	iv) Awareness creation	Farmers, FPOs,	12500 eNWRs issued	Increased alternative financing to

Sl	IEC Message/Input	Stakeholder	Output Target (Min)	Expected outcome
	and encouraging farmers/ FPO members/traders etc to avail warehouse receipt financing from accredited and registered warehouses of ASWC	Traders		farmers
	v) Awareness on agri wholesale markets modernized/ improved	Farmers, FPOs, Traders & other market functionaries	At least 50% of the targeted value chain beneficiaries are aware of improved/ modernized market(s) within their cluster	Increased arrivals in improved/modernized markets
	vi) Farmers/FPOs to use improved/modernized markets to sell their produce	Farmers, FPOs, Aggregators	At least 12% of agri produce of farmers/FPOs should move through improved/modernized markets	Better price realization to farmers through alternative marketing channels and fair trading/transactions in markets
C-1	i) Awareness creation/sensitization about market-led, climate resilient production	Farmers	At least 6 lakh farmers (to be evaluated on sample basis) aware about the need & concept of market led, climate resilient production	Agri commodities produced are as per market standards/ specifications (ensuring better market acceptability & price) & in climate resilient manner
	ii) Awareness on benefits (nutritional) and economics of pulses cultivation (lentil, pea & blackgram) post paddy crop	Rice farmers in pulse clusters	At least 50% of rice farmers in pulses clusters, should be able to identify the nutritional benefits and pulses & briefly the economics of their cultivation	Increased nutrition (pulse protein intake) and increased area under pulses post paddy season
	iii) Awareness on ill health effects of excessive pesticide usage on crops, IPM and its benefits	Vegetable (including pulses) and paddy farmers	At least 50% of vegetables(incl pulses) farmers should be able to explain in brief the need & major benefit of IPM	Low chemical production & availability of vegetables
	iv) Awareness regarding carbide ripened banana	Farmer, aggregators, traders, retailers	At least 50% of the banana value chain players should be able to articulate the ill effects of carbide ripened banana	Enhanced carbide free/ethylene ripened banana arrivals & sale in the market
	v) Awareness on primary handling of ginger & turmeric	Farmers, aggregators, traders	At least 50% ginger and turmeric value chain players should be able to communicate the need and benefits of primary handling	Better price realization for primary processed ginger and turmeric
	vi) Consumer Awareness on food safety and human health risks	Consumers/citizens in the project area	At least 50% of the citizens should be able to tell the health risks associated with unsafe food (to be evaluated on sample basis)	Increased sale of scientifically & hygienically slaughtered and retailed meat
	vii) Awareness among dairy farmers on necessity of vaccination against FMD & brucellosis	Dairy farmers	At least 50% of the targeted dairy farmers should be able to articulate the need for vaccination in animals	Reduced incidence of FMD and brucellosis in project areas
	viii) Awareness among fishery value chain players about better handling, hygiene and processing practices	Fishery value chain players	At least 50% of targeted fishery value chain players should be able to enumerate importance of better handling, hygiene and processing practices	Better benefits realizations by fishery value chain players and hygienic fish for sale and consumption
	ix) Awareness regarding banned	Fish farmers and hatcheries	At least 50% of the targeted fish farmers and hatchery owners	Better protection/survival of endangered fish species &

Sl	IEC Message/Input	Stakeholder	Output Target (Min)	Expected outcome
	fishes (breeding & culturing) and banned periods of fish capturing		should be able to name the banned fishes for culturing & capturing and ban season for capturing the fishes	restoration of critical fish populations through natural breeding
	x) Awareness in the states and the countries neighbouring to Assam about potential marketing opportunities for APART commodities	Citizens and business communities of the states and the countries neighbouring to Assam	At least one trade/industry association each from atleast 2 (two) states and 2 (two) countries neighbouring to Assam has started trading on APART commodities.	Increased export to states and the countries neighbouring to Assam
C-2	Awareness on concepts of collectives and encouraging farmers to join CIGs & FPOs*	All targeted farmer beneficiaries	At least 40,000 farmers across value chains should be willing to join CIGs and FPOs	Enhanced enrolment of farmers in CIGs and FPOs, better bargaining power in input buying and sale of agri produce

Notes: (i) Campaign for silk worm growers and handloom weavers to be part of CIGs and FPOs will be covered here; The campaign on "hand woven in Assam" would be done outside the State and would be handled by the Department separately. (ii) Awareness creation on financial services like loans, insurance etc would be taken up by the service provider hired under sub-comp C-3 under the financial education and counseling module.

(E) CONSULTANCY PERIOD

15. The consultant's services shall commence **with effect from the date of signing of the contract agreement** for a period of thirty **six (36) months** with a provision for periodic performance reviews. ARIAS Society will monitor the performance of the consultant agency periodically and will have the right to foreclose the contract in case the performance of the consultant agency is not satisfactory according to the agreed scope of work and schedule for completion of various tasks.

(F) DELIVERABLES AND PAYMENT SCHEDULE

16. Following will be the deliverables and payment schedule:

Sl.	Deliverables	Timeline from the date signing of agreement	% of Payment *
1.	Inception Report: Clearly indicate the broad approach of the assignment especially for CNA as mentioned above. This will be discussed with PCU and the approach agreed upon. Payment will be made upon approval of the final report.	Submission by 1 st week	5%
2.	Draft Communication Needs Assessment (CNA) Report: Draft CNA report will be discussed in the PCU and agreed upon. Payment will be made upon approval of the final report.	Submission by 4 th week	5%
3.	Draft IEC Strategy: Based on the findings of the CNA, IEC Strategy will be designed for the project and submitted for discussion with the PCU. As described above, IEC Strategy to include the approach for IEC Campaign considering the objectives of the project, activities of the project and target beneficiaries. Strategy to also elaborate the pre-testing methodology of IEC messages, tools, materials, etc. and indicators for pre-testing. The draft IEC Strategy report upon approval by the PCU will be utilized for finalizing the IEC plan. Payment will be made upon approval of the final report.	Submission by 6 th week	5%
4.	Draft IEC implementation plan: Prepare evidence based IEC plan in line with the Project Implementation Plan and submit to PCU for approval of the plan. Payment will be made upon approval of the final IEC implementation plan.	Submission by 10 th week	5%
5.	Create IEC messages, tools, materials, pre-test: Prepare the IEC messages, tools, materials, etc. for approval by the PCU prior to pre-testing. Pre-test to be done on approval of the messages, tools, materials, etc. by the PCU based on the strategy designed for pre-testing. Payment will be made on approval of the revised pre-testing strategy and IEC messages, tools, materials, etc.	Submission by 12 th week	5%
6.	Finalize and submit: Submit the report of pre-testing based on the indicators designed for pre-testing. Do necessary changes in the IEC materials based on the results of pre-testing. Finalize the IEC materials in	Submission by 18 th week	5%

Sl.	Deliverables	Timeline from the date signing of agreement	% of Payment *
	discussion with the PCU. Payment will be made after finalizing the IEC materials.		
7.	Design monitoring indicators and reporting formats: Reporting indicators to be designed considering the output indicators of the assignment, result framework indicators of the projects and in compliance with the indicators of the SMF. Above mentioned points in the ToR related to monitoring and reporting to be considered in designing the monitoring indicators and reporting formats. Payment will be made on approval of final monitoring indicators and reporting formats.	Submission by 20 th week	5%
8.	Bi-annual review: Thereafter, further payment will be released after six-monthly satisfactory review of the assignment based on the monitoring mechanism.	Tentative schedule for six-monthly review are -Dec.'19 and June'20 and Dec.'20, June 21 and Dec. 21 (likely to be changed depending on signing of the contract date)	12% after each satisfactory implementation of the IEC activities based on the review and feedback.
9.	Final report submission: On submission of final consolidated assignment completion report.	On satisfactory outcome of the assignment.	5%

** Excluding reimbursable expenditures for implementation of IEC Materials (Refer Section 21 of the ToR).*

Note: Decision regarding approval/modification of reports would be given by ARIAS Society within working 15 days after submission.

(G) REPORTING REQUIREMENTS

17. The consultant would submit the reports/plans/documents as per schedule mentioned above. Comments of the ARIAS Society on the draft report based on discussions with the consultants would be given within 7 working days of its receipt. The consultant shall incorporate modifications as required in the draft report and submit the final report for approval within 15 working days from the first submission of draft report.
18. Reports are to be furnished in hard copies along with soft copies in PDF as well as in MS Office applications. Consultant will be required to make a power-point-presentation, indicating summary of activities, findings, recommendations, constraints, etc after submission of each report at mutually agreed time & date(s).
19. All soft and hard copies of documents (strategy, plans, reports, etc.), tools and materials developed and submitted by the consultant agency will be the property of PCU and the agency shall not have any have rights to copy, retain, reproduce, use the documents (strategy, plans, etc), reports, tools and materials for purposes unrelated to this assignment without written approval of the PCU. The consultant agency has to, not later than upon termination/foreclosure or expiration of the contract, deliver all soft and hard copies to the PCU, together with a detailed inventory thereof.

(H) SERVICES TO BE PROVIDED BY THE CLIENT

20. The Client would provide the consultant the following:
 - a) Project Appraisal Document (PAD) and Project Implementation Plan (PIP), Social Management Framework (SMF), Environment Management Framework (EMF), Indigenous Peoples Development Framework (IPF) etc.
 - b) Facilitate access to relevant available data that is required to fulfil the tasks outlined in the ToR.
 - c) Ensuring, where appropriate cooperation of concerned line departments/agencies for smooth conduct of the assignment.

(I) INDICATIVE TARGET REQUIREMENTS OF IEC MATERIALS

21. The requirements of IEC materials given below are only indicative. The consultant may propose his own estimates of the IEC materials required and accordingly the cost in the financial proposal, in order to achieve the objectives of the assignment including the outputs/Outcomes cited in para 14 above. The requirement of IEC materials shall be agreed with the client at the time of agreement signing and the Consultant shall be reimbursed the cost of agreed IEC materials.

a) **Creative design, preparation and installation of Hoardings at prime locations at state level, district level and block level offices of the implementing agencies in following languages: English and Hindi (for state), Assamese (for state, district and block level), Hindi (for selected districts), Bengali (in districts with majority population speaking Bengali), Bodo, Karbi (in Autonomous Council districts) in 16 project districts and 148 project blocks. 80 nos. of hoardings for state (HQ) level, 250 nos. for district (HQ) level @ 15 per district and 500 nos. for block level @ 3 per block. **Technical Specification of project Hoardings highlighting the thematic areas of the project:****

- i) Size of Hoarding: 5.50 m (width) X 3.65 m (height).
- ii) Requirement of Display Unit: Will stand on two round GI pipe of 50mm each and the height will be as per requirement. The hoarding will be supported by two MS iron angles (40mm X 40mm approx.) fixed on concrete basement as per requirement for support from the back side. Hoarding attached to the joist will be fixed to the ground on concrete basement of 1m (L) X 0.60m (B) X 1.2m (D).
- iii) Display Unit will be made up of Retro-reflector with aluminium sheet (2 mm) and which will get support of 5 angles fixed from back, entire structured will be painted with Red Oxide Primer coated with fine quality colour.
- iv) The bottom of the flex will be minimum 8ft. from the base level.
- v) The Consultant agency shall ensure display of the advertisement and maintain it during the contract period of three years. If any damage, torn out occurs due to natural calamity, the hoardings shall have to be repaired/ replaced by the firm immediately at their cost within a maximum period 15 days from the date of receipt of such information.
- vi) The hoarding will have to be repainted/ reprinted after 12 months of the installation.
- vii) The exact locations for installation of hoardings will have to be ascertained from the concerned local office.
- viii) In case, any defect is noticed/ reported, the same will have to be rectified immediately by the firm.

b) **Requirement of IEC Materials (in English, Hindi, Assamese, Bengali, Bodo, Karbi language):**

Items with Technical Specifications	Year 1	Year 2	Year 3
1. Leaflet on different thematic areas: Size- A4, Paper for text- 130 GSM Glossy Art Paper, Both side multi colour printing	148000 (average @1000 nos. for 148 blocks/year, for OPIUs and PCU)	148000 (average @1000 nos. for 148 blocks/year, for OPIUs and PCU)	74000 (average @500 nos. for 148 blocks/year, for OPIUs and PCU)
2. Poster on different thematic areas: Full Demy Size, Paper for Text- 130 GSM Glossy Art Paper, single side Multicolor Offset Printing.	29,600 (average @200 nos. for 148 blocks/year, for OPIUs and PCU)	29,600 (average @ 200 nos. for 148 blocks/year, for OPIUs and PCU)	29,600 (average @200 nos. for 148 blocks/year, for OPIUs and PCU)
3. Flex Banner on different thematic areas: Size- 1.8m x 1.2m Both side stitching, Thickness of flex: 13 Ounce, single side multicolor printing.	2960 (average @20 nos. for 148 blocks/year, for OPIUs and PCU)	2960 (average @20 nos. for 148 blocks/year, for OPIUs and PCU)	2960 (average @20 nos. for 148 blocks/year, for OPIUs and PCU)

- c) **Advertisement in Assam's local newspapers** (in English, Hindi, Assamese, Bengali, Bodo, language) including creative design and publication:

Advertisement in Newspaper	Year 1 (2 for PCU and 2 for each 10 OPIUs)	Year 2 (2 for PCU and 2 for each 10 OPIUs)	Year 3 (1 for PCU and 1 for each 10 OPIUs)
Newspaper Full Page Ad	66 (Biannually in three languages)	66 (Biannually in languages)	11 (Once a year in three languages)
Total	66	66	33

- d) **Electronic media:** Production of radio jingles, TV spots and short films (in Assamese, Bengali, Bodo, Karbi, language) to create awareness in various thematic areas about the project interventions and sector value chain:

Type	Length	Units to be developed	Tele/Broad Casting
Radio Jingle	25 seconds	20 Nos.	900 times
TV spot	30 seconds	20 Nos.	1080 times

- e) **Mid-media campaign:** At least two campaigns in each block each year focussing on production cluster and agri-enterprise cluster. These activities can be citizen engagement activities, publicity through theatres, participatory activity, capacity building etc. This will be one of the major thrust area for generating awareness and hence substantial emphasis should be given to this
- f) **Production of Video documentation:** At least 9 promotional & success stories videos in (3 per year) video documentation (one per year) focusing on the project implementation activities and its impact.
- g) **Publication of Brochures and other documentation:** Need based printing and publication of brochures or any other documentation like flyers etc.

(J) KEY AND NON-KEY PROFESSIONALS:

22. Following are the key professionals. **The CVs of the key professionals will be evaluated** for deciding the merit of the proposal:

Sl.	Designation	Qualification & Experience	Role
1.	Communication Specialist and Team Leader (1 position)	<ul style="list-style-type: none"> Post Graduate / Masters degree in Journalism / Mass Communication / Social Sciences / Management / Public Administration or a closely related field from any recognized university/Govt. approved institutions. Ten (10) years of work experience in design and development of print, video, radio, internet, based IEC materials for development sector. 	<ul style="list-style-type: none"> Responsible for the entire assignment as set out in the scope of the work and is the focal contact person. Responsible for leading the design and develop task of Communication Needs Assessment, IEC Strategy, Reporting formats, Stakeholder Capacity Building and related Implementation arrangements. Co-ordinate and facilitate for developing the IEC materials Co-ordinate with the team members for timely deliverables Plan the activity scheduling Coordinate with Nodal Officer of PCU Review of the documents submitted by key experts and finalisation of the same.
2.	Print and audio-visual production expert (1 position)	<ul style="list-style-type: none"> Post Graduate/ Masters degree in Mass Communication / Journalism or a closely related field from any recognized University/ Govt. approved Institutions. At least 7 years of experience in audio / video recording, editing and production technologies. 	<ul style="list-style-type: none"> Responsible for handling all the print and audio-visual productions of the IEC campaign for all the segments of mass media, mid media and interpersonal communications. Assist Team Leader in carrying out the assignment.
3.	Social expert/ Language expert (1 position)	<ul style="list-style-type: none"> Post Graduate/ Masters degree in Social Science/ Sociology/ Social Work or a closely related field from any recognized University/ Govt. approved 	<ul style="list-style-type: none"> Responsible for rapport establishment with the project stakeholders with special focus on local context. Facilitate compliance of the IEC activities with the Social Safeguard documents of the project.

Sl.	Designation	Qualification & Experience	Role
		<p>Institutions.</p> <ul style="list-style-type: none"> • At least 10 years of experience in social sector, conducting assessments. • Excellent writing and communication skills in Assamese. 	<ul style="list-style-type: none"> • Facilitate production and dissemination of the IEC activities in local languages.
4.	Graphic designer (1 position)	<ul style="list-style-type: none"> • Post Graduate/ Masters degree in Mass Communication or a closely related field from any recognized University/ Govt. approved Institutions. • At least 7 years of experience in electronic media including 5 years in Graphic Animation for advertisements and similar work. 	<ul style="list-style-type: none"> • Responsible for developing the formats, designs and concepts of the IEC campaign for both print and electronic media. • Should be capable of transforming the message and content in a form acceptable by the stakeholders
5.	Monitoring expert (1 position)	<ul style="list-style-type: none"> • A Graduate in Statistics from any recognized University/ Govt. approved Institutions • 10 years of professional experience working in or with statistical agencies or equivalent institutions • Excellent quantitative and analytical background with experience in designing, implementing and analyzing survey data • Advanced skills in descriptive, inferential and advanced statistical applications • Good written and oral communication skills. • Have professional experience in large consumer research, preferably in rural areas, including design, collection and analysis of data. 	<ul style="list-style-type: none"> • Responsible for designing and developing the reporting formats. • Analyzing the effectiveness of the IEC campaign in line with the results framework of the project. Lead the surveys and analytical works of the campaign. • Responsible for investigation of the assignment related inputs including analysis of the same.
6.	Finance and systems manager (1 position)	<ul style="list-style-type: none"> • A Graduate in finance from any recognized University/ Govt. approved Institutions. • At least 7 years of experience in the field of finance management. 	<ul style="list-style-type: none"> • Responsible for fiduciary operations involving the financial management of the IEC campaign, conducting audits and maintenance of proper financial reports and documentations.

Note: The ToR may be further updated at the Contract signing stage following the procurement norms of the World Bank.

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; IBRD loan No. 8780-IN

Contract No.: [ARIASS/APART/IEC/176/2017/....](#)

Name of Assignment: “Hiring of Consultancy Services for IEC Campaign”

[Procurement Plan Reference: IN-ARIAS-5230-CS-QCBS:]

between

Assam Rural Infrastructure and Agricultural Services Society

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

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference
Appendix B: Key Experts
Appendix C: Breakdown of Contract Price
Appendix D: Form of Advance Payments Guarantee (**DELETED**)
Appendix E: Minutes of Negotiation
Appendix F: Technical & Financial Proposal of the Consultant

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable 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. **Fraud and Corruption**
 - 10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
 - a. **Commissions and Fees**
 - 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission,

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for 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 part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

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

a. By the Client

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

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

- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

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

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

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

e. Payment upon Termination

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

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

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

b. Law Applicable to Services

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

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

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

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

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

21. Conflict of Interest

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

a. Consultant Not to Benefit from 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 Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

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.

- 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 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 26. Reporting Obligations** 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records** 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

28. Equipment, Vehicles and Materials

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

30. Replacement of Key Experts

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

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

31. Removal of Experts or Sub-consultants

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

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

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

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

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

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

33. Access to Project Site

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

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

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

35. Services, Facilities and Property of the Client

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

36. Counterpart Personnel

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

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

37. Payment Obligation

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

F. PAYMENTS TO THE CONSULTANT

- 38. Contract Price**
- 38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 39. Taxes and Duties**
- 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 40. Currency of Payment**
- 40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 41. Mode of Billing and Payment**
- 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 41.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.
- 41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

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

G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

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

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

45. Dispute Resolution

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

II. General Conditions Attachment 1 Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	The Contract shall be construed in accordance with the laws of the Republic of India
1.1(b)	The date of the “Applicable Regulations” is: 1st 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 Coordination Unit, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); Tel: 0361-2332125; Email: spd@arias.in</p> <p>Consultant : _____ Attention : _____ Facsimile : _____ E-mail : _____</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 _____ [insert name of the member]</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: The State Project Director, ARIAS Society</p> <p>For the Consultant: [name, title] _____</p>
11.1	The effectiveness conditions are the following: The Contract shall come into force and effective on the date of signing of the Contract by the Client and the Consultants
12.1	“N/A”;
13.1	Commencement of Services: The number of days shall be 15 (fifteen) calendar days after the Effective Date. Confirmation about start of the Assignment shall be submitted to the Client in writing.
14.1	Expiration of Contract: The time period shall be for period of Thirty Six (36) months after the date of effectiveness. The duration may be extended by the client with mutual agreement of the parties (Please refer to the TOR).
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3: Yes
23.1	<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>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the 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 willful 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 [insert amount & currency which should be not less than the total ceiling amount of the Contract]</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];</p> <p>(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.1	No exceptions to proprietary rights provision
27.2	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.
32.1 (f)	As stated in the TOR
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall "reimbursed" by the Client.</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>
39.1 and 39.2	<p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																																
	<p>been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>																																
41.2	<p>The payment schedule: <i>(Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A)</i></p> <table border="1" data-bbox="355 808 1444 2083"> <thead> <tr> <th data-bbox="355 808 403 891">Sl.</th> <th data-bbox="403 808 1054 891">Deliverables</th> <th data-bbox="1054 808 1252 891">Timeline from the date signing of contract</th> <th data-bbox="1252 808 1444 891">% of Payment*</th> </tr> </thead> <tbody> <tr> <td data-bbox="355 891 403 1014">1.</td> <td data-bbox="403 891 1054 1014">Inception Report: Clearly indicate the broad approach of the assignment especially for CNA as mentioned above. This will be discussed with PCU and the approach agreed upon. 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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																
		monitoring indicators and reporting formats. Payment will be made on approval of final monitoring indicators and reporting formats.															
	8. Bi-annual review: Thereafter, further payment will be released after six-monthly satisfactory review of the assignment based on the monitoring mechanism.	Tentative schedule for six-monthly review are – Dec.'19, June'20, Dec.'20, June'21, Dec.'21 and June'22, (likely to be changed depending on signing of the contract date)	12% after each satisfactory implementation of the IEC activities based on the review and feedback.														
	9. Final report submission: On submission of final consolidated assignment completion report.	On satisfactory outcome of the assignment.	5%														
<p><i>* Excluding reimbursable expenditures for implementation of IEC Materials (Refer Section 21 of the ToR).</i></p> <p>[Total sum of all installments shall not exceed the Contract price set up in SCC 38.1.]</p>																	
41.2.1	There shall be no advance payment under the contract.																
41.2.4	<p>The accounts are:</p> <table border="1" data-bbox="355 936 1445 1167"> <tr><td>Account name</td><td></td></tr> <tr><td>Account number</td><td></td></tr> <tr><td>Name of Bank</td><td></td></tr> <tr><td>Address of Bank Branch, with contact Tel. No. and email</td><td></td></tr> <tr><td>IFSC code</td><td></td></tr> <tr><td>SWIFT Code</td><td></td></tr> <tr><td>GST registration no.</td><td></td></tr> </table>			Account name		Account number		Name of Bank		Address of Bank Branch, with contact Tel. No. and email		IFSC code		SWIFT Code		GST registration no.	
Account name																	
Account number																	
Name of Bank																	
Address of Bank Branch, with contact Tel. No. and email																	
IFSC code																	
SWIFT Code																	
GST registration no.																	
42.1	The interest rate is: 4 % per annum																
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the 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 (In case of contract with foreign consultants: Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland) 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, The Indian Council of Arbitration (In case of contract with foreign consultants: Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland) shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by The Secretary, The Indian Council of Arbitration</p>																

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p style="text-align: center;"><i>(In case of contract with foreign consultants: Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland) .</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 Indian Council of Arbitration, New Delhi <i>(In case of contract with foreign consultants: Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland)</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 . <i>For contract with an Indian firm, the arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 (with the latest amendments) of the Government of India, as in force on the date of this Contract.</i></p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant ; or (b) the country in which the Consultant's principal place of business is located; or (c) the country of nationality of a majority of the Consultant's shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Guwahati, Assam, India <i>(In case of contract with foreign consultants: Lausanne, Switzerland).</i></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>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

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APPENDIX B - KEY EXPERTS

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

.....

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.]

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE
[See Clause GCC 41.2.1 and SCC 41.2.1]

Format of Bank Guarantee for Advance Payment

(Deleted)