



ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body under Govt. of Assam)

Project Management Unit (PMU) of the Asian Development Bank financed Sustainable Wetland and Integrated Fisheries Transformation (SWIFT) Project

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

Tel:+91361-2332004;website:www.arias.in

Draft Indicative Terms of Reference (ToR) Procurement & Contract Management Specialist (PCMS)

A) BACKGROUND OF THE PROJECT:

1. The Sustainable Wetlands and Integrated Fisheries Transformation (SWIFT) project seeks to promote the sustainable management of Assam's wetland (beel) ecosystems and fisheries development by actively engaging local communities in the management process and enhancing their economic and livelihood conditions. SWIFT's integrated approach combines institutional strengthening for ecosystem conservation with the development of the beel fisheries value chain. This dual focus benefits both the environment and the local community, ensuring long-term sustainability and economic growth.
2. Specifically, the project is aligned with the following impact: income of small-scale food producers of Assam enhanced (Assam Vision 2030, Fisheries Sector); and the project will have the following outcome: beel fishery productivity and community-based sustainable wetland management enhanced in the state of Assam. Three outputs are envisaged.
3. **Output 1: Institutional capacity and regulatory framework for sustainable beel ecosystem and fisheries management strengthened.** The output aims to reform the current government system on beel management, particularly the leasing system. It will support the following activities: (i) updating relevant beel management and fishery acts, regulations, and rules for community-based management, and preparing public awareness-raising materials; (ii) preparing rules or guidelines for community-based beel management system, considering various hydrology of wetlands, channels, agro ecological situations, and providing necessary training on the subject; (iii) preparing a sustainable operational model as a project exit plan; (iv) capacity building and training of the Department of Fisheries (DoF) staff and other allied public institutions, including the state's wetland authority, in latest fisheries stocking and conservation techniques, community-based beel management best practices, and use of digital technologies; (v) supporting research and development in beel management and fisheries, including carbon sequestration benefits from beel management, climate change impacts and adaptation measures, seed production and breeding, and ex-situ conservation of endangered species; (vi) strengthening beel community-based institutions – specifically Beel Development Committees (BDCs); and (vii) operating beel management monitoring system through the development of project information system and beel fisheries knowledge platform, complementing the state wetland authority's wetland notification process.
4. **Output 2: Community-based fisheries business developed and beel community income diversified.** The project will ensure the sustainability of beel community-based institutions by enhancing their financial viability and strengthening women's and marginalized groups' participation in economic activities. The project will: (i) support the development or strengthening of the Beel Development Committees (BDCs), some of whom are or will operate as fisheries cooperatives; (ii) conduct capacity building for these BDCs through training in organizational and financial management, as well as branding, marketing and processing along the value chain; (ii) provide public sector support for the development of community-based fisheries value chain infrastructure, including fish landing sites and local aggregation

points/centers; (iii) promote private sector led fisheries commercialization by creating matching grant facilities for hatchery, feed mill, primary processing and other value addition initiatives; and (iv) support other income generation activities for self-help groups through strengthening or revitalizing self-help groups based on their needs assessment.

5. **Output 3:** Beel conservation and restoration planned and managed. The project addresses habitat loss caused by the loss of connectivity with the adjacent river and decreasing water depth, and macrophyte growth that hinders fisheries productivity in beel's. The beel restoration approaches will focus on: (i) beel demarcation; (ii) beel rejuvenation, such as de-weeding and desilting; and (iii) beel's water inflow and outflow control improvement, including desilting, constructing embankments, installing silt traps, building water retaining structures and peripheral bunds, and installing bio-filters.

B) Objective of the Assignment:

6. The services to be provided by the team of national consultants serving in the capacity of contractual staff, will assist the PMU and PIU in implementing project activities to achieve the expected objectives. This multidisciplinary team composed of national experts, will collaborate with DoF and partner agencies on project management, implementation, and capacity building. They will also ensure that safeguard measures are upheld, contributing to the successful delivery of the project's outputs and overall outcomes.
7. A dedicated SWIFT PMU has been established within ARIAS Society, headed by the SPD, ARIAS Society, and is responsible for overall project execution and ensuring the achievement of project objectives.
8. The Project Implementation Unit (PIU), under the leadership of the Director of Fisheries is placed at Directorate of Fisheries, Guwahati and is also spread across the five Zonal Offices (i.e. Cluster Project Implementation Unit) of the Department of Fisheries, each headed by the Deputy Director of the Zonal Office.
9. ARIAS Society now intends to engage a **Procurement & Contract Management Specialist (PCMS)** on contractual basis to be positioned at Project Implementation Unit (PIU) of the SWIFT Project.

C) TASKS AND RESPONSIBILITIES:

10. Support the Director of Fisheries/DPD in managing and implementing the project and ensuring compliance with the project implementation plan, the loan agreement, and the project agreement(s).
11. The PCMS shall work in close coordination with the Sr.PCMS of the PMU, inter alia to ensure clearances of the PMU as well as ADB, as applicable.
12. Ensure that the ADB procurement directives and norms, described in the loan and project agreements, are fully respected in all stages of the procurement of goods, works, and services for the project.
13. Responsible for preparing bidding documents in accordance with ADB guidelines; coordinate and supervise all project procurement activities.
14. Responsible for preparing the bidding documents with particular reference to the commercial aspects to ensure ADB comments are incorporated in the final version.
15. Responsible for evaluation of bids and proposals and preparation of evaluation reports.
16. Supervise the contract clauses and contractual compliances by the contractors.
17. Responsible for regular update of the procurement plan in coordination with the work plan and time schedule of the project and the financing plan, including implementation of the Procurement Plan.

18. Support the Director of Fisheries/DPD during contract negotiations and ensure meetings are properly recorded and ADB norms and applicable national regulations are followed and that these are attached as annexes to the contract form.
19. Take up programs to train and transfer procurement skills on various aspects of ADB's procedures to the DoF procurement staff and other PIU/CPIU staff as appropriate.
20. Verify that correct documentation for each disbursement related to the execution of the contracts is maintained and that the corresponding contractual obligations have been fulfilled.
21. Support the PIU in developing a contract monitoring and management system that can be adopted by the project to monitor the anticipated procurement contracts at PIU and CPIU level in cooperation with other PIU staff.
22. Ensure timely preparation and submission of progress reports related to procurement and expenditure; highlight potential and actual issues and/or problems related to procurement and expenditure and recommending corrective measures actions by PIU.
23. In coordination with the environment safeguards specialists, include EMP and monitoring plan into the bidding document along with cost of the mitigation measures and other activities relevant with environmental safeguards in the bill of quantities.
24. Any other tasks/responsibilities assigned by the Director of Fisheries/DPD.

D) ESSENTIAL QUALIFICATIONS, EXPERIENCE & DESIRED SKILL:

25. Bachelor in Engineering/Master Degree/Post Graduate Diploma (minimum 2 years of duration) in any discipline from any Govt recognized University/Institution and trained in procurement norms of the Asian Development Bank or World Bank. Candidates having professional diploma in public procurement or certificate program in public procurement will be preferred.
26. At least **7 (seven) years of** experience in supporting procurement related functions in any project aided or financed by World Bank/ ADB or similar multilateral/ bilateral institutions or state/ national level projects under the Govt. of India; or experience in supporting the procurement section in a large Public/ Private sector Organization. Knowledge and understanding of the Procurement guidelines & procedures of the World Bank/ADB/ Govt. of India or similar institutions will be advantage.
27. The candidate must have proficiency in the use of Internet based applications, Graphics, MS Word, MS Excel and MS Power Point and other related applications.
28. The candidate should have excellent written and verbal communication skills

E) DURATION OF CONTRACT, NOTICE PERIOD ETC

29. The initial contract period of Procurement & Contract Management Specialist (PCMS) will be for eleven (11) months and the continuity of the Procurement & Contract Management Specialist (PCMS) beyond eleven (11) months from the date of signing the agreement will depend upon his/her performance and the requirement of the position etc as mentioned below. The decision of the SPD ARIAS Society shall be final and binding in this regard.
30. The contract with Procurement & Contract Management Specialist (PCMS) may be terminated by either side at any point of time during the contractual period by serving a 30 days' notice without assigning any reason and without thereby incurring any liability to the Govt. of Assam/ ARIAS Society. The assignment is purely contractual in nature and shall not, under any circumstance, be extended beyond the SWIFT's closing date. The Govt. of Assam/ ARIAS Society shall not undertake any responsibility for subsequent deployment of the incumbent.
31. The Procurement & Contract Management Specialist (PCMS) shall not assign or sub-contract, in whole or in part, his/her obligations to perform under this ToR, except with the reporting officer's prior written consent. The Procurement & Contract Management Specialist (PCMS) will have to serve the assigned office on full time basis under overall command of Director of

Fisheries cum APD.

32. The assignment is purely contractual in nature and the SPD ARIAS Society reserves the right to terminate or cancel the assignment and/or shorten its duration or extend the duration, irrespective of whether the assigned tasks of Procurement & Contract Management Specialist (PCMS) as per the ToR has been completed or not, based on the requirements or availability of the project funds or performance and/or conduct of the Procurement & Contract Management Specialist (PCMS) or for convenience as determined by the SPD ARIAS Society, without thereby causing any liability to the GoA or the Government of India or the ADB. Whatever be the reason for termination, the Procurement & Contract Management Specialist (PCMS) shall comply with the termination order forthwith without any reservation.

F) REMUNERATION AND PAYMENT TERMS:

33. Depending on the qualifications, experience, competency, and also the remuneration/ CTC of the last assignment, the consolidated fixed annual Cost to project (CTP) of the PCMS will be determined and mutually agreed with the successful candidate, which would be in the range between **Rs.11.40 lakh to Rs.19.20 lakh per year**. The agreed annual CTP shall be inclusive of remuneration, performance-linked- incentive, communication allowance, health/service related allowance, all taxes, cost of accommodation and food at Guwahati, conveyance to attend the PIU, etc.
34. The remuneration will be given in equal monthly installments and the performance-linked-incentive will be given on quarterly basis based on the performance and achievement against the mutually agreed deliverables by the PCMS. Taxes as applicable shall be dealt with as per applicable laws. The remuneration may be enhanced on an Annual Basis, based on the HR Policy of the ARIAS Society.
35. Travelling, Boarding, Lodging and Food expenses for approved official tours outside Guwahati will be reimbursed as per the HR Policy of ARIAS Society and as provided in the contract agreement. For travel outside the State, the Travelling and Boarding & Lodging expenses will be reimbursed as per the HR Policy of the ARIAS Society and as provided in the contract agreement.

G) TRAVEL REQUIREMENT:

36. The PCMS will be required to undertake field-visits and tours to the project sites with the approval of Director of Fisheries cum APD. Occasional out of state visits may also be required as directed by the DoF/APD.

H) REPORTING AND PERFORMANCE REVIEW

37. The PCMS will report to the Director of Fisheries (DoF) and the Deputy Project Director (DPD). The quality of service and performance of the PCMS will be reviewed by the DoF and DPD on a quarterly basis and the annual performance review will be done as per the HR Policy of the ARIAS Society. However, the SPD-SWIFT may take special review of the performance and give directions to the DoF accordingly.

I) FACILITIES TO BE PROVIDED BY THE DIRECTORATE OF FISHERIES

38. Will be given access to all documents, reports, correspondence, contacts available and any other information as deemed necessary for smooth accomplishments of tasks assigned.
39. Will be provided with one office cubicle in the PIU along with computer, printer, computer/office consumables, and internet access.
40. Will pay the fixed monthly remuneration as per the contract agreement. No house rent allowance or any other allowance shall be paid by the PIU. No other payment whatsoever (except reimbursement of travelling expenses and project allowance) shall be paid, except as agreed between the PCMS and by the DoF cum APD.

41. Will not be provided with any clerical assistance.

Note: This is a draft ToR and SPD, ARIAS Society reserves the right to change, update or modify this ToR at any stage till recruitment process is completed.