



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)

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Draft Indicative Terms of Reference (ToR) Procurement & Contract Management Executive (PCME)

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, agroecological 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 biofilters.

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 Executive (PCME) on contractual basis to be positioned at Project Management Unit (PMU) of the SWIFT Project.

C) Tasks and Responsibilities:

10. Assist **Sr. Procurement & Contract Management Specialist (Sr.PCMS)** in development of procurement plans, implementation schedules, and contract supervision plans including contract performance evaluation criteria;
11. Assist Sr.PCMS throughout the procurement process including in e-procurements/GeM.
12. Support Sr.PCMS in reviewing requisition submitted by the stakeholders for completeness and compliance with the objectives of SWIFT,ADB procurement policies and procedures, guidelines and best practices;
13. Provide administrative support in procurement management and contract administration, disbursement and contract closure;
14. Prepare draft Invitation for Bid/ Bidding Document/ Requests for Expression of Interest(ReOI)/ Request for Proposal (RFP) document/ Minutes of pre-bid meeting/Minutes of pre-proposal conference, taking into account applicable policies, procedures, guidelines/ best practices;
15. Prepare draft Bid Evaluation Report/ Technical Evaluation Report/ Combined Technical and Financial Evaluation Report/ Contract document/ Minutes of Negotiation, taking into account applicable policies, procedures, guidelines/best practices;
16. Prepare Minutes of the Bid/ Consultancy Proposal Acceptance Committee meeting, taking into account applicable policies, procedures, guidelines/best practices;
17. Assist Sr.PCMS in overall administration of the contracting process including contract requisition, paymentprocessing,contractclosure,andmaintenanceofallcontractfiles;
18. Assist Sr.PCMS in review invoices/requests for payment submitted for accuracy and process for

payment, ensuring that all payment requests are processed on a timely basis;

19. Maintain individual contract files including compilation of all procurement documentation. Maintain a computerized as well as physical filing system to include all contract documentation to support procurement process, contract administration documents, payment requests, contract closure and evaluation. Ensure that all contract files are up-to-date and contract related documentation is readily available upon request
20. Prepare procurement documentation to ensure the application of and compliance with ADB's procurement policies and procedures applicable for SWIFT and best practice and assure the integrity of the procurement process;
21. Assist Sr.PCMS in providing reference and guidance to other Support staff of the PMU on ADB procurement policies and procedures and best practices throughout the contract administration process;
22. Assist Sr.PCMS in finding viable solutions to contract administration issues;
23. Assist Sr.PCMS in identifying operational gaps in contract administration procedures and recommend improvements to existing processes, best practices, tools, and systems to achieve operational efficiency;
24. Conduct initial routine review of procurement documentation to ensure quality of supporting documents and compliance with established standards;
25. Assist Sr.PCMS during Post Procurement Audit by the ADB/Consultants engaged for the task;
26. Assist Sr.PCMS in ensuring that any issues and/or deviations from ADB procurement policies and procedures are highlighted to the Sr.PCMS for necessary action/resolution;
27. Assist Sr.PCMS in raising awareness within the PMU on contract administration issues, problems and lessons learned; Assist in development and implementation of any plan to correct identified non-compliance issues;
28. Any other official responsibilities/tasks as assigned by the Sr. Procurement & Contract Management Specialist/ SPD.

D) Essential Qualifications, Experience & desired skill:

29. 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.
30. At least 5(five)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 an added advantage.
31. Proficiency in Microsoft Office software including in MS Word, MS Excel, MS Power Point, and Internet email etc.;
32. Proven practical skills in the area of procurement functions;
33. Demonstrated strong conceptual, analytical skills with clarity of thought process and problem-solving skills;
34. Excellent accuracy with keen attention to detail;
35. Strong communication skills with the ability to clearly and concisely convey necessary information, explain reasoning, and support conclusions using data and facts;

E) DURATION OF CONTRACT, NOTICE PERIOD ETC.

36. The initial contract period of Procurement & Contract Management Executive (PCME) will be for eleven (11) months and the continuity of the Procurement & Contract Management Executive (PCME) 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.
37. The contract with Procurement & Contract Management Executive (PCME) 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.
38. The Procurement & Contract Management Executive (PCME) 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.
39. The Procurement & Contract Management Executive (PCME) will have to serve the assigned office on full time basis under overall command of the SPD, ARIAS Society.
40. 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 Executive (PCME) 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 Executive (PCME) 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 Executive (PCME) shall comply with the termination order forthwith without any reservation.

F) Remuneration and payment terms:

41. 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 **PCME** will be determined and mutually agreed with the successful candidate, which would be in the range between **Rs.6.60 lakh to Rs.10.80 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 & food at Guwahati, conveyance to attend PMU, etc.
42. 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 **PCME**. 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.
43. 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:

44. The **PCME** will be required to undertake field-visits and tours to the project sites with the approval of the SPD, ARIAS Society.

H) Reporting and Performance Review:

45. The **PCME** will report to the Procurement & Contract Management Specialist. The quality of service and performance of the **PCME** will be reviewed by the Director of Fisheries on a quarterly basis and the annual performance review will be done as per the HR Policy of the ARIAS Society.

I) Facilities to be provided by the ARIAS Society:

46. Will be given access to all documents, reports, correspondence, contacts available and any other information as deemed necessary for smooth accomplishments of tasks assigned.
47. Will be provided with one office cubicle in the PMU along with computer, printer, computer/office consumables, and internet access.
48. Will pay the fixed monthly remuneration as per the contract agreement. No house rent allowance or any other allowance shall be paid by the PMU. No other payment whatsoever (except reimbursement of travelling expenses and project allowance) shall be paid, except as agreed between the **PCME** and the SPD, ARIAS Society.
49. 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.