GOVERNMENT OF ASSAM
ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY
3rd FLOOR, IWT DIRECTORATE OFFICE BUILDING, ULUBARI:: GUWAHATI-7
(ASSAM IWT PROJECT FUNDED BY WORLD BANK)
Website: www.aiwtdsociety.assam.gov.in, www.iwtdirectorate.assam.gov.in, **email :** ***dir.iwtds-as@gov.in*** **Ph: 0361-2462677**

Invitation of Proposals (Procurement Notice)
(CONSULTING SERVICES – FIRMS SELECTION)

Country: INDIA

Project: ASSAM INLAND WATER TRANSPORT PROJECT (AIWTP)

Loan No./Credit No./ Grant No.: IBRD **9026 –IN**

Project ID: P 157929

Assignment Title: *Design, Development, Implementation, Testing & Commissioning of River Information System (RIS) under AIWTP*.

Reference RFP No.: **IN-IWT-532857-CS-QCBS**

1. The Government of India has applied for financing from the World Bank toward the cost of the Assam Inland Water Transport Development Project and intends to apply part of the proceeds for consulting services. The consulting services ("the Services") shall include, but not limited to, to establish a statewide RIS ecosystem that strengthens navigation safety, optimizes vessel movement planning, and supports infrastructure operations with high-quality, reliable, and real-time river data. This project shall implement a modern, scalable, GIS-based River Information System providing:

    a) Digital river mapping
    b) River navigational data management
    c) Bathymetry & hydrographic data integration
    d) Weather & water-level information
    e) Integration with existing ICCC (for data sharing only)

2. This project is a significant initiative undertaken by the Assam Inland Water Transport Development Society (AIWTDS) to enhance safe, efficient, and predictable navigation across Assam's extensive inland waterways. Assam, home to major river systems such as the Brahmaputra and Barak, depends heavily on river transport for passenger movement, trade, and socio-economic activities. However, the region faces persistent

challenges such as unpredictable river morphology, shifting channels, frequent flooding, variable water depths, limited river condition information, and inadequate navigation support, which collectively hinder safe and reliable inland water transport operations.

3. To address these challenges, AIWTDS proposes the implementation of a modern, technology-driven River Information System (RIS) across identified stretches of the inland waterways. RIS will serve as a comprehensive solution providing real-time river condition monitoring, hydrological and meteorological data acquisition, river navigation support, route advisory tools, GIS-based visualization and communication support for improved decision-making by operators, vessel masters, and waterway authorities.

4. The Assam Inland Water Transport Development Society now invites eligible consulting firms ("Consultants") to submit their proposals for providing the Services.

5. The bidding document is available online on https://assamtenders.gov.in and www.aiwtdsociety.assam.gov.in . Bidders will be required to register on the e-portal, which is free of cost. The Bidders would be responsible for ensuring that any addenda available on the website/e-portal is also downloaded and incorporated.

   a) Date of commencement for download of bidding document : 24-01-2026
   b) Last date and time for submission of Bid : 20-02-2026 at 14:00 hours
   c) Time and date of opening of bids : 20-02-2026 at 16:00 hours

6. A virtual Pre-proposal conference will be held through video conferencing, on **09/02/2026** at 13:00 hours. The person attending the Pre bid Meeting should express their interest through an email request to dir.iwtds-as@gov.in latest by 4:00 PM on the previous date indicating the Name and e-mail id of representative(s) who wish to participate in the meeting. A link will be sent to those email ids to participate in the meeting.

7. For submission of the bid, the Bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities authorised by Government of India for issuing DSC. Aspiring Bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from

the website: https://assamtenders.gov.in. Bids must be submitted online on https://assamtenders.gov.in on or before the deadline for submission of bids and will be opened online at the specified time and date for opening of bids, as given above. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

8. The attention of interested Consultants is drawn to Section III, paragraphs, 3.14, 3.16, and 3.17 of the World Bank's "Procurement Regulations for IPF Borrowers" July 2016 Revised November 2017, August 2018 and November 2020 ("Procurement Regulations"), setting forth the World Bank's policy on conflict of interest. In addition, please refer to the following specific information on conflict of interest related to this assignment: *conflict of interest related to the assignment as per paragraph 3.17 of the Procurement Regulations*.

9. A Consultant will be selected in accordance with the QCBS method set out in the Consultant Guidelines.

10. Further information can be obtained at the address below during office hours *10:00 to 17:00 hours*.

State Project Director,
Assam Inland Water Transport Development Society
3rd Floor, DIWT Office, Ulubari, Guwahati
Email: dir.iwtds-as@gov.in

S E L E C T I O N   O F   C O N S U L T A N T S

Request for Proposals
Consulting Services

DESIGN, DEVELOPMENT, IMPLEMENTATION, TESTING & COMMISSIONING OF RIVER INFORMATION SYSTEM (RIS) UNDER AIWTP

RFP No: IN-IWT-532857-CS-QCBS

Consulting Services for: Assam Inland Water Transport Project

Client: Assam Inland Water Transport Development Society

Country: India

Issued on: 24/01/2026

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: Design, Development, Implementation, Testing & Commissioning of River Information System (RIS) under AIWTP.

RFP Reference No.: IN-IWT-532857-CS-QCBS

Loan No./Credit No./ Grant No.: 9026 –IN

Project ID : P 157929

Country: India

Date: 24/01/2026

1. The Government of India (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) (the "Bank") in the form of a loan (hereinafter called loan toward the cost of Assam Inland Water Transport Development Project. The Assam Inland Water Transport Development Society (AIWTDS), 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 State Project Director, Assam Inland Water Transport Development Society and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services") for Design, Development, Implementation, Testing & Commissioning of River Information System (RIS) under AIWTP.
3. The bidding document is available online on https://assamtenders.gov.in, and www.aiwtdsociety.assam.gov.in. Bidders will be required to register on the e-procurement portal, which is free of cost. The Bidders would be responsible for ensuring

that any addenda available on the website/e-procurement portal is also downloaded and incorporated.

4. A firm will be selected under Quality cum Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" July 2016, Revised November 2017, August 2018 and November 2020 ("Procurement Regulations"), which can be found at the following website: www.worldbank.org

   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 – Fraud and Corruption

   Section 7 - Terms of Reference

   Section 8 - Standard Forms of Contract: Lump-Sum

5. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours Sincerely,

State Project Director
Assam Inland Water Transport Development Society
DIWT Office, Ulubari, Guwahati
Email: dir.iwtds-as@gov.in

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

(a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) "Applicable 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.

(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 *loan* 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 an entity that may provide or provides the Services to the Client under the Contract.

(g) "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).

(h) "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.

(i) "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.

(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(k) "Government" means the government of the Client's country.

(l) "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;

(m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

(o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

(p) "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.

(q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of consultants, based on the SPD - RFP.

(s) "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.

(t) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(u) "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.

(v) "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.

(w) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.

2. Introduction

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**.

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

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

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

3. Conflict of Interest

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

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

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

a. Conflicting Activities

(i) <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.

b. Conflicting Assignments

(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.

c. Conflicting Relationships

(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.

4. Unfair Competitive Advantage

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

5. Fraud and Corruption

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

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

6. Eligibility

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

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

6.3 As an exception to the fore going ITC 6.1 and ITC 6.2 above: Joint Venture, association with other firms and engagement of Sub-consultant is not allowed.

a. Sanctions

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

b. Prohibitions

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

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

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

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and

(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

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

b. Substitution of Key Experts at Validity Extension

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

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.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

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

14. Preparation of Proposals Specific Considerations

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

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

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

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its

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

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

15. Technical Proposal Format and Content

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

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

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

16. Financial Proposal

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

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

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

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

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

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

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

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

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."

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

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

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any

Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

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

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

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

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of 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.

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.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;

(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and

(iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

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

(i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;

(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and

(iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

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

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

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

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items 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.

b. Lump-Sum Contracts

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.

25. Taxes

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

26. Conversion to Single Currency

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

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

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.

c. Least Cost Selection

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.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

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

b. Technical Negotiations

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

c. Financial Negotiations

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

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

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

29. Conclusion of Negotiations

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

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no-objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC33.The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Consultant with whom the client successfully negotiated a contract;

(b) the contract price of the successful Proposal;

(c) the names of all Consultants included in the short list, indicating those that submitted Proposals;

(d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;

(e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;

(f) the final combined scores and the final ranking of the Consultants;

(g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;

(h) the expiry date of the Standstill Period; and

(i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Client;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;

(d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons there for;

(e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.

(f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

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

33. Debriefing by

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC31.1, an unsuccessful Consultant has three (3) Business Days to

the Client

make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

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

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

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

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period

34.2 and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.3 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants and Data Sheet

E. Data Sheet

ITC Reference	A. General
1 (b)	India
2.1	**Name of the Client:** Assam Inland Water Transport Development Society **Method of selection**: Quality & Cost Based Selection (QCBS) as per the Procurement Regulations available on www.worldbank.org
2.2	**Financial Proposal to be submitted together with Technical Proposal**: Yes **The name of the assignment is**: Design, Development, Implementation, Testing & Commissioning of River Information System (RIS) under AIWTP
2.3	**A pre-proposal conference will be held**: Yes **(Virtual)** **Date of pre-proposal conference:** 09/02/2026 **Time:** 13 00 Hours **Address:** State Project Director, Assam Inland Water Transport Development Society, G. S. Road, Near Ulubari, Flyover, Guwahati-781007 Telephone: +91 361 2462677 E-mail: dir.iwtds-as@gov.in The interested bidders who wish to participate in the pre-proposal conference may send the name & email ids of their authorised representatives to this office at: dir.iwtds-as@gov.in on or before 09/02/2026 by 11:00 Hrs
2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: Section 7: Terms of Reference
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**: **<u>For FULL TECHNICAL PROPOSAL (FTP):</u>** **Technical Proposal to be uploaded in the "Technical Folder" available in the e-procurement portal:** (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 (8) TECH-7 Code of Conduct (ESHS) [*The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Consultant shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.]* AND **Financial Proposal: To Be submitted in the FINANCIAL FOLDER available in the e-procurement portal under the RFP:** (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below) ***(ALL FIN FORMs SHALL BE SUBMITTED IN THE FINANICAL FOLDER ONLY. PROPOSAL SHALL BE SUMMARILY REJECTED IN CASE BIDDER SUBMIT ANY PRICE INFORMATION OTHER THEN FINACIAL FOLDER)***

10.2	**Statement of Undertaking is required** Yes
11.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible** Yes
12.1	**Proposals must remain valid for** 90 days after the proposal submission deadline.
13.1	**Clarifications may be requested online no later than 15 days prior to the submission deadline.** The contact information for requesting clarifications is: State Project Director, Assam Inland Water Transport Development Society, Near Ulubari, Flyover, Guwahati-781007 Facsimile: NA E-mail: dir.iwtds-as@gov.in
14.1.1	**Shortlisted Consultants may associate with** **(a) non-shortlisted consultant(s):** No ; **Or** **(b) other shortlisted Consultants:** No
14.1.2 (do not use for FBS method)	**Estimated input of Key Experts' time-input:** 9 person-months.
14.1.3 for time-based contracts only	The Consultant's Proposal must include the minimum Key Experts' time-input of **9 person-months.** For the evaluation and comparison of Proposals only: If a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows: The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.
14.1.4 and 27.2	Not Applicable

15.2	The format of the Technical Proposal to be submitted is: 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	*(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;* *(2) cost of travel by the most appropriate means of transport and the most direct practicable route;* *(3) cost of office accommodation, including overheads and back-stop support;* *(4) communications costs;* *(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;* *(6) cost of reports production (including printing) and delivering to the Client;* *(7) other allowances where applicable and provisional or fixed sums (if any)*
16.2	**A price adjustment provision applies to remuneration rates:** No
16.3	**Information on the Consultant's tax obligations in the Client's country can be found at** www.*incometaxindia.gov.in*, *www.finmin.nic.in*, *www.gst.gov.in*, *gstcouncil.gov.in*
16.4	**The Financial Proposal shall be stated in the following currencies:** Consultant has to express the price for their Services in Indian Rupee only. **The Financial Proposal should state local costs in the Client's country currency (local currency):** N/A
C. Submission, Opening and Evaluation	
17.1	**Hard Copy submission of Bids is not permitted and shall not be accepted.** **The Consultants shall have the option of submitting their Proposals electronically.** The electronic Bid submission procedures shall be: For submission of the bid, the Consultant is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC (Class II). Aspiring Consultants who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain

	the same from the website: **https://assamtenders.gov.in.** Bids must be submitted online at **https://assamtenders.gov.in** on or before the deadline for submission of bids, and will be opened online at the specified time and date for opening of bids, as given in ITB 19.1. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system does not allow any late submission of bids. Bidder is informed to get acquainted with the bid submission process in e-Tendering platform by contacting the e-Tendering service provider. Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the Consultant need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the Consultant is not required to withdraw his bid submitted earlier. The last modified bid submitted by the Consultant within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A Consultant may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is allowed.
17.4	**The Consultant must submit:** (a) **Technical Proposal:** one (1) original in the designated e-procurement portal (b) **Financial Proposal:** one (1) original in the designated e-procurement portal
17.7 and 17.9	**The Proposals must be submitted no later than:** **Date 20/02/2026** **Time:** 14:00 hours IST
19.1	**An online option of the opening of the Technical Proposals is offered:** Yes **The opening shall take place at:** Assam Inland Water Transport Development Society, 3rd Floor, Directorate of Inland Water Transport, Near Ulubari Flyover, Guwahati-781007, India **Date**: **20/02/2026** **Time:** 16:00 hours IST

	In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day
19.2	**In addition, the following information will be read out aloud at the opening of the Technical Proposals:** N/A
21.1 (for FTP)	Consultants' technical proposal shall be evaluated in two parts after establishing the responsiveness of their proposal to the Terms of Reference and the RFP. **Part A** (Mandatory Criteria), as mentioned below, shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet these criteria in **Part A**, shall not be further evaluated, and the proposal shall be rejected. Technical Proposal of consultant who meet the criteria in **Part A**, shall be evaluated further using the scoring scheme contained in **Part B (Technical Evaluation)** below: **Part A: Mandatory Criteria:**

Sl. No.	Criteria	Requirement / Description	Supporting Documents
1	Legal Status & Incorporation	The bidder must be a legally registered entity in India under the Companies Act, 1956 / 2013 or LLP Act, or a registered Partnership firm for at least 5 years as on the date of bid submission.	Certificate of Incorporation /Partnership Deed, PAN, GSTIN.
2	Experience in Projects	The Bidder must have completed at least one (1) software project in last five (5) years involving i. Real-time tracking/ monitoring systems, ii. GIS or Map-based Platforms, iii. ICCC Software Platform, iv. IoT Data Platforms v. RIS Navigation Systems/ AIS-based tracking systems.	Any of the followings: (a) Work orders substantiated along with the Final payment Certificate, or, (b) Work Completion certificate

3	Technical Personnel	The bidder must have qualified personnel on rolls with the following expertise and having experience of at least 1 IT based project: i. Project Manager ii. System Architect iii. GIS/Geospatial Specialist iv. Software Lead /Application Developer	CVs (signed by the respective employee) containing details of qualification & experience along with experience certificates.
4	Quality Certification	The bidder should have a valid CMMI level 3 or above certification	Copy of valid certificate.
5	Average Annual Turnover	The bidder should have an average annual turnover of at least ₹ 15 crore (Rupees Fifteen crores) during the last three (3) financial years (FY 2022-23, 2023-24, 2024-25).	Audited financial statements certified by a Chartered Accountant.
6	Net Worth	The bidder must have a positive net worth in each of the last three financial years.	
7	Tax Compliance	The bidder must have valid PAN, GST Registration, and should have filed IT returns for the last three years.	Copies of PAN, GST, and IT returns.

Part B: Technical Evaluation:

The Marking Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals is as follows:

	Evaluation Criteria	Max.Marks
Criteria I – Specific Experience of the Bidder (20 Marks)		
1	**Financial Capacity:** Average annual turnover from ICT/software development services in last 3 FYs (2022-23, 2023-24, 2024-25): i. Above INR 5 up to 10 Cr: 1 mark ii. Above INR 10 up to 15 Cr: 1.5 marks	2

		iii. Above INR 15 Cr: 2 marks	
	2	**Technical Experience:** i) Experience, during the last 5 years, in RIS/AIS Navigation, Real-time Tracking/AVLS, GIS/ ENC-based Waterway ICT systems: a) One completed project: 2 marks each (max. 5 projects) b) At least One project with Multilateral Funding Agency (WB/ADB/JICA/AIIB etc.) – 1 mark c) At least One Projects in north east India – 1 mark ii) Certifications: a) CMMI Level 3 or above – 1 mark b) ISO 27001:2022 – 1 mark iii) Experience in implementation of at least One similar project in Inland Waterways/Water Metros etc. – 2 Marks iv) Experience of deployment and management of application on MeiTY empaneled Cloud for at least One project– 2 Marks	18
		Sub-Total (I)	**20**
	Criteria II - Adequacy of Approach, Methodology & Work Plan in responding to the Terms of Reference (TORs (30 Marks): 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}		
	1	**Technical Approach & Methodology**: shall include, but not limited to, alignment to RIS architecture (As per IWAI-approved guidelines), multi-layered Design: Application, Data, Integration, Security, understanding of hydrology, bathymetry & morphology, Data governance & ENC update methodology, Cybersecurity & interoperability and Technical soundness & clarity.	10
	2	**Work Plan:** : shall include, but not limited to, deployment strategy for RIS modules, Real-time data ingestion, GIS/ENC update process, testing & training plan, seasonal/hydrological risk mitigation and timeline adherence.	10

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<tr><td>3</td><td>Organization & Staffing: shall include, but not limited to, adequacy of team structure, availability of required RIS experts. onsite/ offsite resource allocation and mobilization readiness.</td><td>10</td></tr>
<tr><td></td><td>Sub-Total (II)</td><td>20</td></tr>
<tr><td colspan="3">Criteria III - Key Experts' Qualifications & Competence (40 Marks)</td></tr>
<tr><td>1</td><td>Team Leader-cum-RIS Project Management Expert</td><td>10</td></tr>
<tr><td>2</td><td>System Architect (RIS/ICT Platforms)</td><td>10</td></tr>
<tr><td>3</td><td>GIS & ENC Specialist</td><td>10</td></tr>
<tr><td>4</td><td>Software Lead (Real-time Platform/APIs/Events)</td><td>10</td></tr>
<tr><td colspan="3">The number of points assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:
a) General qualifications (general education and experience): 20%
b) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70%
c) Relevant experience in the North East Region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%
Total weight: 100%</td></tr>
<tr><td></td><td>Sub-Total (III)</td><td>40</td></tr>
<tr><td colspan="3">Criteria IV - Physical Presentation on the proposed Solutions (10 Marks)</td></tr>
<tr><td>1</td><td>Presentation: All the bidders who are found to be responsive pursuant to “Part A: Mandatory Criteria” shall be invited for presentation.</td><td>10</td></tr>
<tr><td></td><td>Sub-Total (IV)</td><td>10</td></tr>
<tr><td></td><td>Total (E = I + II + III + IV)</td><td>100</td></tr>
</table>
The minimum technical score (St) required to pass the Technical Evaluation stage and qualify for the opening of financial bid is: 75%
</td>
</tr>
<tr><td>21.1
[for STP]</td><td>Not Applicable</td></tr>
<tr><td>23.4</td><td>An online option of the opening of the Financial Proposals is offered: Yes.
The electronic summary of the bid opening will be generated and uploaded online. The summary of the opening of Financial Proposal shall be uploaded in the e-procurement portal.</td></tr>
<tr><td>23.5</td><td>Any interested party who wishes to attend this public opening should contact Sr. Procurement and Contract Management Specialist, AIWTDS and request to be notified of the location, date and time of the public opening of Financial Proposals.</td></tr>
</table>

	The request should be made before the deadline for submission of Proposals, stated above. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. During the 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	**Refer 16.4**
27.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: 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. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20 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%.
	D. Negotiations and Award
28.1	**Expected date and address for contract negotiations:** **Date**: **Address:** State Project Director, Assam Inland Water Transport Development Society, 3rd Floor, Directorate of Inland Water Transport, Near Ulubari, Flyover, Guwahati-

	781007
32.1	The successful Consultant shall submit the Beneficial Ownership Disclosure Form.
34.3	**Expected date for the commencement of the Services:** **Date**: within 15 days from the date of signing of Agreement. **Location:** Guwahati, Assam, India
35.1	The procedures for making a Procurement-related Complaint are detailed in the Annex III of the "Procurement Regulations for IPF Borrowers". If a consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: **For the attention**: Mr. Aditya Vikram Yadav, IAS **Title/position**: State Project Director **Client**: Assam Inland Water Transport Development Society **Email address**: dir.iwtds-as@gov.in In summary, a procurement-related complaint may challenge any of the following: **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 or STP ✓		FORM	DESCRIPTION	*Page Limit*
FTP	**STP**			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Code of Conduct (ESHS)	

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

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* 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 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.

(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}

Form TECH-2 (For Full Technical Proposal Only)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and

2. Include organizational chart, a list of Board of Directors, and beneficial ownership. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

B - Consultant's Experience

1. List only previous <u>similar</u> assignments successfully completed in the last *[.....]*years.

2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture 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 should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	**Assignment name/& brief description of main deliverables/outputs**	**Name of Client & Country of Assignment**	**Approx. Contract value (in US$ equivalent)/ Amount paid to your firm**	**Role on the Assignment**
{e.g., Jan.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}

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan-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 (for Full Technical Proposal)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

Form TECH-4 (for Full Technical Proposal Only)

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 including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), 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 (for FTP and STP)

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) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:...............}												

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

Form TECH-6 (for FTP and STP)

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																	
n																	
											Subtotal						
NON-KEY EXPERTS																	
N-1			[*Home*]														
			[*Field*]														
N-2																	
n																	
											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.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input

Part time input

Form TECH-6 (Continued)

CURRICULUM VITAE (CV)

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

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

____

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, as and when necessary, 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

Form TECH-7 (for Full Technical Proposal Only)

Code of Conduct
Environmental, Social, Health and Safety (ESHS)

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Term of Reference **described in Section 7**

The Consultant shall submit an outline of how the Code of Conduct will be implemented.

Form TECH-7 (for Simplified Technical Proposal Only)
Code of Conduct
Environmental, Social, Health and Safety (ESHS)

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in **the Terms of Reference described in Section 7.**

Section 4. Financial Proposal - Standard Forms

(ALL FIN FORMs SHALL BE SUBMITTED IN THE FINANICAL FOLDER ONLY. PROPOSAL SHALL BE SUMMARILY REJECTED IN CASE BIDDER SUBMIT ANY PRICE INFORMATION OTHER THEN FINACIAL FOLDER. ALL FINANCIAL FORMS WILL BE AVAILBLE IN EXCEL FORMAT WHICH NEED TO BE DOWNLOADED AND DULY FILLED FORMS NEED TO BE UPLOADED IN THE FINANCIAL FOLDER AGAIN)

{*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

(This form will be available in excel format in the Financial Folder, same needs to be filled in excel and uploaded in the Financial folder)

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)}{Insert amount(s) in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

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

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

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

We remain,

Yours sincerely,

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

(This form will be available in excel format in the Financial Folder, same needs to be filled in excel and uploaded in the Financial folder)

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet**; delete columns which are not used}			
	{Insert Foreign Currency # 1}	*{Insert Foreign Currency # 2, if used}*	*{Insert Foreign Currency # 3, if used}*	*{Insert Local Currency, if used and/or required (16.4 Data Sheet}*
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) {insert type of tax. e.g., GST}				
(ii) {e.g., income tax on non-resident experts}				

(iii) {insert type of tax}				
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

(This form will be available in excel format in the Financial Folder, same needs to be filled in excel and uploaded in the Financial folder)

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

A. Remuneration

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	*{Currency # 1- as in FIN-2}*	*{Currency # 2- as in FIN-2}*	*{Currency# 3- as in FIN-2}*	*{Local Currency- as in FIN-2}*
	Key Experts							
K-1			*[Home]*					
			[Field]					
K-2								
	Non-Key Experts							
N-1			*[Home]*					
N-2			*[Field]*					

	Total Costs							

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. **Review of Remuneration Rates**

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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

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

(v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

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

Sample Form (Not Applicable)

Consultant: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

____
[Name of Consultant]

____ ________________________
Signature of Authorized Representative Date

Name: __________________________________

Title: ___________________________________

Consultant's Representations Regarding Costs and Charges (Model Form I) (Not Applicable)

(Expressed in {insert name of currency*})

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

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Form FIN-4

Breakdown of Reimbursable Expenses

(This form will be available in excel format in the Financial Folder, same needs to be filled in excel and uploaded in the Financial folder)

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

B. Reimbursable Expenses

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{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 ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): ________________ [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

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 nominated[2] 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 inspect[3] 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

Terms of Reference for Design, Development, Implementation, Testing & Commissioning of River Information System (RIS) under AIWTP.

A. Introduction and Project Overview

A.1 The Purchaser

The Assam Inland Water Transport Development Society (AIWTDS) is the nodal agency responsible for the development, regulation, and management of inland water transport in the State of Assam. As part of its mandate to ensure safe, efficient, and sustainable navigation on inland waterways, AIWTDS shall oversee the deployment, operation, and management of the River Information System (RIS).

RIS, under the supervision of AIWTDS, will serve as a software-driven platform to provide real-time vessel/boat tracking, voyage planning, alert generation, traffic management, and data analytics. AIWTDS shall leverage RIS to improve navigational safety, optimize traffic flow, and facilitate decision-making for inland water transport operations. The Society will also ensure that RIS maintenance, updates, and technical support are implemented in line with best practices, thereby maintaining uninterrupted system functionality throughout its operational lifecycle.

A.1.1 Project Overview (River Information System)

This project is a significant initiative undertaken by the Assam Inland Water Transport Development Society (AIWTDS) to enhance safe, efficient, and predictable navigation across Assam's extensive inland waterways. Assam, home to major river systems such as the Brahmaputra and Barak, depends heavily on river transport for passenger movement, trade, and socio-economic activities. However, the region faces persistent challenges such as unpredictable river morphology, shifting channels, frequent flooding, variable water depths, limited river condition information, and inadequate navigation support, which collectively hinder safe and reliable inland water transport operations.

To address these challenges, AIWTDS proposes the implementation of a modern, technology-driven River Information System (RIS) across identified stretches of the inland waterways. RIS will serve as a comprehensive solution providing real-time river condition monitoring, hydrological and meteorological data acquisition, river navigation support, route advisory tools, GIS-based visualization and communication support for improved decision-making by operators, vessel masters, and waterway authorities.

The key objective of this project is to establish a statewide RIS ecosystem that strengthens navigation safety, optimizes vessel movement planning, and supports infrastructure operations with high-quality, reliable, and real-time river data. This project should implement a modern, scalable, GIS-based River Information System providing:

a) Digital river mapping
b) River navigational data management
c) Bathymetry & hydrographic data integration
d) Weather & water-level information
e) Flood Warning Integration, SOS management, PA system management, KYC management of vessels
f) Integration with existing ICCC (for data sharing only)

Key Components of the RIS Project Include:

I. Real-time River Condition Monitoring

a) Integration with water level sensors, current meters, river depth/bed profile data sources, and hydrological stations Continuous monitoring of waterway parameters such as water level, flow velocity, sedimentation behaviour, and channel dynamics.

II. Hydro-Meteorological and Environmental Monitoring

a) Providing data on rainfall, wind speed, visibility, humidity, temperature, fog, and storm patterns.
b) Integration with IMD and other allied agencies.

III. GIS-based River Information and Navigation Support

a) High-resolution GIS river maps and navigation channels.
b) Tools for waterway users to view real-time and forecasted river conditions.

IV. Communication & Data Integration Infrastructure

a) Communication channels for information dissemination.

b) Secure data transmission across RIS locations and the Integrated Command and Control Centre (ICCC).
c) Integration with existing and future inland water transport systems of IWAI and AIWTDS.

V. Integrated Command and Control Centre (ICCC) Operations

a) Central facility equipped with a data center, operator consoles, video wall, and control software.
b) 24×7 monitoring of river parameters, alerts, and system performance.
c) Generation of advisories, bulletins, and MIS reports for stakeholders.

Vision Statement:

"*To establish a modern and integrated River Information System (RIS) across Assam that enhances navigation safety, improves operational efficiency, and provides real-time hydrological, meteorological, and river condition intelligence. The system will strengthen decision-making for all waterway stakeholders and contribute to safer, smarter, and more reliable inland water transport along the Brahmaputra and Barak river systems.*"

Note: The RIS shall act as the software intelligence layer, utilizing VTS (Vessel Tracking System) inputs for enhanced operational functionality, situational awareness and decision support.

A.2 Business Objectives of the Purchaser

I. Establish a robust, scalable River Information System (RIS) that provides continuous real-time monitoring of hydrological, meteorological, and river-navigation conditions across the identified inland waterway stretches in Assam.

II. Enable integration with reliable river condition monitoring systems, including water level gauges, current/flow meters, weather data sources, etc. to support safe navigation, early warning, and operational planning.

III. Provide a centralized GIS-based RIS platform that visualizes river conditions, channel shifts, weather overlays, and hydrological alerts, enabling informed decision-making for vessel operators, terminal operators, and waterway authorities.

IV. Ensure seamless integration of the RIS with external data sources, including:

a) IMD and other meteorological agencies for weather inputs,
b) Hydrology/river survey databases,
c) Bathymetry survey datasets,
d) State and Central IWT operational systems,
e) ASDMA and other allied agencies.

V. Lifecycle Management of RIS Software: The RIS software shall be managed and maintained throughout its operational lifecycle, following SDLC principles for continuous updates, enhancements, bug fixes, performance monitoring, and system optimization to ensure uninterrupted and reliable functionality over the lifetime of the system.

B. Business Function and Performance Requirements

B.1 Business Requirements to Be Met by the System

Functional Requirement	Description
Real-Time River Conditions Monitoring - Digital River Mapping	a) Capture and display water levels, currents, tides, and other environmental parameters. Issue alerts for unsafe conditions. b) It should comprise of Unified GIS layer showing river stretches, terminals, ghats, jetties, channels, and hazards. c) Hydrological data (water levels, flow rate, discharge) d) Bathymetric information (riverbed depth, channel width) e) Hazard markers (Restricted zones, Obstructions) f) Weather overlays and forecast integration
Real-time Vessel/Boat Tracking by RIS Software	a) Real-time GSM-based GPS monitoring (Position Updates) of all vessels in service. Pre-recorded messages/alerts to the boats for deviations, abnormal behavior, or hazardous conditions should be essentially played. b) Receive and process vessel positions, speeds, and trajectories from VTS feeds into the RIS platform for real-time visualization and analytics. c) Alerts for deviations, abnormal behaviour, or hazardous conditions along with geofencing attribute. The software shall support geofencing capabilities by allowing the creation of virtual geographic zones along the waterway and automatically generating alerts when a vessel enters, exits, or deviates from these predefined boundaries.
Secure Two-Way Communication	a) The RIS Software shall support secure 2-way communication between ICCC and riverine vessels/boats, enabling operators to send instructions,

	alerts, or advisories to vessels and allowing vessels to transmit SOS, status updates, or incident information back to the ICCC in real time. b) The system shall operate through integrated communication channels (mobile app, on-board unit, data network, or messaging gateway) with full logging and acknowledgment of all exchanged messages.
Alerting and Early-Warning	a) Geofence Breach alerts b) Hydrological danger zone alerts c) Bad Weather, Storm, Cyclone, Fog warnings d) Sensor overlays e) Timeline and playback tools f) Operational analytics
Historical Analysis and Reporting	a) River condition analytics and Reporting b) Maintain records of river conditions. Should be able to provide analytical reports for planning, safety audits, and policy-making. c) Trend analysis for channel migration d) It should be a timeline-based visualization of historical river conditions. e) Movement patterns and incident analysis
Automated Proximity Alerts and Notifications	a) Generate alerts within RIS for route deviations, congestion, potential collisions, or environmental hazards based on VTS-supplied information. Also, system should be capable of generating automated proximity alerts. b) The RIS Software shall compute vessel-to-vessel proximity in real time and trigger alerts when the distance falls within a configurable threshold (default 300 m), sending notifications to ICCC and corresponding vessels. c) RIS should use Gyroscope Data to improve heading accuracy when GPS signal fluctuates, detect sudden tilts (useful for accident prediction), help identify abnormal vessel movement, stabilize tracking under low-speed conditions, supports proximity, collision-warning, and drift detection.
Integration with River Systems	Exchange data with hydrological sensors, weather stations, and port/terminal information systems for comprehensive river management.
Dashboard and Visualization	a) Provide ICCC with a real-time web-based operational dynamic dashboard and Visualization Module integrated with the ICCC showing alerts related to river conditions, and relevant analytics. b) Time-series analytics for river depth variations, vessel density, incident trends, and traffic flow. c) Heatmaps for high-risk zones, congestion zones, and repeated hazard locations.

	d) Decision-support graphs and dashboards configurable by authorized ICCC users. e) Role-based access control ensuring that different user categories view data appropriate to their function.
Weather and Navigation Assistance	The System shall provide a Weather and Navigation Assistance Module that integrates meteorological, hydrological, and disaster-management inputs from ASDMA and other allied agencies. This module must support safe voyage planning and operational decision-making for both ICCC and end-users (operators, ferries, cargo vessels). **I. Integration with External Agencies** a) API/API-based or secure data feed integration with ASDMA, IMD, CWC, INCOIS, and other relevant stakeholders. b) Real-time ingestion of forecasts related to rainfall, thunderstorms, fog, river rise/fall, flood alerts, strong currents, and storm warnings. c) Automated synchronization and error-handling mechanisms to ensure data integrity. **II. Hazard Forecasting and Early Warning** a) Real-time identification of hazardous conditions such as low visibility, high flow velocity, potential flash floods, and rising water levels. b) Predictive modelling (where available) to detect likely unsafe conditions in the next 24-48 hours. c) Automated early-warning alerts disseminated to vessels, terminals, jetties, and ICCC. **III. Safe Routing and Voyage Assistance** a) Dynamic route recommendations based on current river conditions, forecasted hazards and temporary restrictions. b) Advisory notifications for alternative navigation paths, speed reduction zones, or operational hold instructions. c) Integration with vessel tracking to continuously monitor adherence to recommended safe routes. **IV. User Notifications and Communication** a) Automated SMS/app notifications to registered vessel operators about dangerous weather or navigation advisories. b) Communication interface to broadcast safety instructions from ICCC to vessels. c) Multilingual alert messaging capability for local users and operators.

	V. Operator Tools at ICCC a) Visual overlays of weather layers on RIS charts/maps (rainfall intensity, wind speed, current direction, fog zones, etc.). b) Operator interface for creating, updating, and publishing navigation advisories. c) Audit trails for all advisories, warnings, and notifications issued.
Geospatial and Route Analysis	a) Use VTS data to perform route planning, traffic density analysis, hazard prediction, and navigation assistance entirely through the RIS interface. b) Use Multi-layered GIS Map. c) Multilayer GIS map integration with zoom, pan, layer selection, and thematic overlays.

1. List of Related Services and Completion Schedule

Sl. No.	Description of Service	Description of Deliverables	Milestone
1	Requirement Study (Functional + Technical)	• Requirements Specification Document (modules, integration, dashboard, security)	T+15 Days
2	System Design & Engineering including RIS Software Deployment & Configuration	• System Design Document, Architecture, Data Model, Cybersecurity Plan • Installed RIS backend, dashboards, alerts; database setup	T+40 Days
3	Testing & Acceptance (FAT, SAT, UAT)	• Integrated data flows, APIs, weather/water-level feeds, interoperability tested • FAT, SAT, UAT Reports, load & failover test certificates	T+50 Days
4	Go-Live (T1)	• Go-Live Certificate, Site Readiness Report, Completion Report, License Records	T+60 Days
5	Training & Knowledge Transfer	• User Training, Admin Training, Manuals, SOPs, Training Certificates	Post Go-Live
6	Documentation & As-Built Submission	• Final System Documentation, O&M Manual, Security Plan, As-Built Drawings	T1+15 Days

Note:

‘T’ is the Date of Signing of Master Service Agreement with RIS Supplier.

Modules should be designed to collect, process, and visualize river data for operational decision-making.

The phased delivery ensures modules are integrated and tested in sequence for proper RIS functionality.

2. Delivery and Implementation Phase related performance levels

S. No.	Measurement Parameters	Penalty
1	**Delivery of RIS Software Modules & Documentation** Supplier must deliver all RIS modules (Dashboard, Information Services, Alert & Notification Engine, Data Analytics, Integration APIs), along with technical documentation, within the timelines defined in Part-2: Schedule of Requirements (Related Services & Completion Schedule).	• 0.2% Liquidated Damages (LD) of the corresponding software module cost per week of delay beyond the stipulated delivery date. • Delay above 25 days = 1% of the total cost of RIS software modules. • Delay beyond 15 calendar days after T+25 days may lead to contract termination at the discretion of AIWTDS.
2	**Implementation Progress RIS System Configuration & Integration** Supplier must complete RIS configuration, ICCC integration, API setup, data ingestion, alerts configuration, user roles mapping, and system testing as per the project milestones mentioned in the Schedule of Requirements.	• 0.2% LD of implementation cost per week of delay in achieving milestone completion. • Delay above 25 days = 1% of the implementation cost. • Delay beyond 15 calendar days after T+25 days may lead to contract termination, at AIWTDS's discretion.
3	**Go-Live Readiness (UAT/FAT Completion)** Supplier must ensure successful User Acceptance Testing (UAT), Factory Acceptance Testing (FAT), staff training, and Go-Live documentation submission within the approved schedule.	• 0.2% LD of Go-Live milestone cost per week of delay. • Delay above 20 days may attract a penalty up to 1% of Go-Live milestone cost. • Repeated UAT failures due to Supplier issues may result in additional penalties or withholding of milestone payment.
4	**Non-availability of RIS System During Implementation Phase** RIS backend, dashboards, maps, APIs, or alert engine must remain functional during implementation (minimum 95%	• For availability below 95%, penalty of 0.5% of monthly implementation cost for every 1% reduction in service availability. • Availability below 85% during implementation may trigger a Corrective

S. No.	Measurement Parameters	Penalty
	availability).	Action Notice (CAN).
5	**Delay in Training and Capacity Building Sessions** Supplier must conduct training for ICCC operators, river management officials, and operations teams within the agreed time schedule.	• 0.1% LD of training cost per week of delay. • Failure to complete training within T + 45 days may lead to withholding of Go-Live certificate.

3. Technical Specifications

3.1 RIS - General Technical Requirements

3.1.1 Scope & Objective

a) The Supplier shall supply, deploy, integrate, test and commission a River Information System (RIS) platform for inland waterways (Brahmaputra River) to provide situational awareness, fairway & traffic information, alerts, voyage planning, historical analytics, and regulatory reporting to ICCC and authorised stakeholders.
b) The RIS shall be a data and application platform only.

3.1.2 Standards & Interoperability

a) RIS shall conform to recognized national RIS best-practices (IWAI guidance).
b) Open, documented REST/JSON APIs for all data exchange; support for message queuing (MQTT) for real-time streams.
c) Support secure integration with existing ICCC systems, third-party AIS feeds, hydrographic and meteorological data sources, and port/terminal IT systems.

3.1.3 Minimum Functional Requirements

3.1.3.1 River Condition Intelligence

ii. The system shall continuously ingest environmental, hydrological, bathymetric, and hazard-related datasets and render them on a unified GIS interface with automated rule-based alerts for unsafe conditions.
iii. All river condition layers - hydrology, bathymetry, weather, hazards, tidal/cyclic variations – shall be dynamically updated and visualized in near real time.
iv. The RIS shall support automated interpretation of incoming river data to classify risk levels, identify critical zones, and highlight navigation-affecting changes.

3.1.3.2 Software-Centric Vessel/Boat Tracking & Movement Analytics

i. The platform shall perform continuous position tracking of vessels using multi-source feeds (GSM/GPS/app/VTS) with built-in data cleaning, smoothing, and timestamping for accuracy.

ii. The system shall detect abnormal vessel behaviour, congestion, track deviations, low-speed drift, and sudden trajectory changes through software logic.
iii. Intelligent geofencing shall enable configurable operational zones with instant breach notifications.
iv. The platform shall generate automated proximity alerts using real-time heading, velocity, and gyro-corrected movement data.

3.1.3.3 Secure Two-Way Communication Framework

i. RIS shall support authenticated two-way communication between ICCC and vessels using integrated channels (mobile app, onboard device, messaging gateway) with message status tracking and acknowledgments.
ii. The system shall provide templates for alerts, advisories, SOS responses, and navigation instructions, ensuring full audit logging of all exchanges.

3.1.3.4 Multi-Source Alerting & Early Warning Engine

i. The system shall provide a unified alerting engine covering geofences, hydrological danger levels, weather triggers, vessel deviations, proximity breaches, and sensor overlays.
ii. Alerts shall be configurable, prioritized, timestamped, and logged with escalation rules for ICCC operators.
iii. Playback and timeline tools shall enable incident reconstruction, river condition rewind, and vessel movement review.

3.1.3.5 Historical River Intelligence & Reporting

i. The platform shall maintain time-series records of river conditions, vessel movements, hazards, and incidents with configurable retention policies.
ii. Analytical tools shall support trend analysis, channel migration mapping, siltation progression, recurring hazard identification, and traffic density interpretation.
iii. Exportable MIS reports and data queries shall be available for operational planning and policy review.

3.1.3.6 Proximity, Collision, and Behaviour Prediction

i. RIS shall support automated vessel-to-vessel and vessel-to-hazard distance computation with configurable thresholds.
ii. The system shall utilize gyroscope/IMU inputs (where available) to improve heading accuracy, detect vessel tilt/instability, and support collision and drift prediction algorithms.

3.1.3.7 External System Integration Framework

i. The RIS shall offer secure interfaces (API/feed-based) for integrating hydrological sensors, weather services (IMD/CWC/INCOIS/ASDMA/other allied agencies) alerts, and port/terminal information systems.
ii. The system shall implement syncing, validation, and error-handling routines to ensure integrity of received data from external agencies.

3.1.3.8 Dashboard, Visualization & Operator Tools

i. RIS shall provide ICCC with a configurable real-time operational dashboard showing live river status, vessel activities, alerts, analytics, and geospatial overlays.
ii. Visualization features shall include heatmaps, density views, time-series graphs, and thematic layers for hazards, congestion, and river dynamics.
iii. Authorized users shall be able to configure widgets, generate decision-support charts, and access role-based views relevant to their responsibilities.

3.1.3.9 Weather & Navigation Assistance Module

i. The system shall ingest multi-source meteorological forecasts and hydrological advisories and convert them into actionable navigational insights.
ii. It shall generate safe-route recommendations, alternative pathway advisories, and operational constraints (speed/hold/avoid zones) based on current and predicted river conditions.
iii. Automated multilingual notifications shall be disseminated to vessels and operators through SMS/app/device channels.
iv. ICCC operators shall be able to create and broadcast navigation advisories with complete audit trails.

3.1.3.10 Advanced Geospatial & Route Analysis

i. RIS shall support multi-layered GIS analysis including route planning, traffic pattern analysis, hazard visualization, and thematic overlays.
ii. The system shall combine vessel tracking and river condition inputs to evaluate optimal routing, density zones, and potential risk areas.

3.1.4 Performance targets

a) Configurable real-time stream ingest with capability to accept updates at minimum granularity of 10 seconds for high-priority feeds (configurable per data source).
b) **End-to-End Latency** (from data ingest to ICCC dashboard rendering) ≤ 3 seconds for high-priority streams under normal operating conditions.
c) **Alert Processing Time** within 2 seconds of event detection.
d) **GIS rendering performance** (with standard operational layers - vessel tracks, hazard markers, bathymetry overlays, weather layers) within < 1.5 seconds per pan/zoom action on standard ICCC workstations.
e) U**ptime for Critical Modules:** Modules related to alerting, vessel tracking, and SAR/ER management shall maintain 99.5% availability, higher than general system availability, considering their mission-critical nature.
f) **System Throughput:** The platform shall support ingestion of at least 18,000 position updates per minute (For 3000 no. of vessels; 6 position updates per vessel per minute) across all integrated devices/vessels, scalable through horizontal expansion.
g) **Data Synchronization Reliability:** External data feeds (ASDMA, IMD, CWC, other allied agencies) shall maintain a minimum 98% successful sync rate, with automatic retry and fallback mechanisms.
h) **Notification Delivery Performance:** Emergency and navigation-related notifications sent via SMS, app, or VHF-connected gateway shall achieve ≥ 95% successful delivery rate within 30 seconds of issuance.
i) **API Response Time:** Public and inter-agency APIs shall respond in < 500 milliseconds for typical data requests under normal load.

j) **Peak Loads:** Platform shall be horizontally scalable to support projected peak loads.
k) **Security and Access Control Performance:** Authentication and authorization operations shall complete within 1 second, including token issuance and role validation.
l) **Data retention**: Minimum 90 days of high-frequency vessel position history (or as per Purchaser's requirement), with longer term aggregated archives as required.
m) **System availability** after successful implementation should be 99%.

3.1.5 Deliverables (high level)

Software packages, install/runbooks, source code/third-party license list (as per contract), APIs documentation, Data Model & Schema, Operations & Maintenance Handbook, Security Architecture Document, Test Plans and Test Results, training materials, and acceptance certificates (FAT/UAT/Go-Live).

3.2 RIS - System Design & Architecture (Supplier to deliver Detailed Design)

3.2.1 Architecture Requirements

a) Provide a modular, service-oriented (microservices or well-structured modular monolith) architecture with clear separation of Ingest, Processing, Storage, Analytics, and Presentation layers.
b) Provide on-premises (preferred) or cloud deployment options including sizing, capacity plan, etc.

3.2.2 Components (Mandatory)

a) **Data Ingest Layer:** Adapters/connectors, Telemetry feeds, Hydrological sensors, weather APIs, and third-party databases. Include sanitization, validation and time-sync checks.
b) **Message Bus/Stream Processing**: Reliable queueing/publish-subscribe system (MQTT) to decouple producers and consumers.
c) **Core Services:** Rules & alert engine, spatial indexing and search.
d) **Analytics & Reporting**: OLAP/analytical store, dashboards, scheduled reports and ad-hoc query tool.
e) **API Gateway & Integration Layer**: Documented APIs (REST/JSON), API versioning, throttling and monitoring.
f) **Operator UI & Public Views**: Responsive web UI for ICCC operators; mobile app or public portal for restricted dissemination.
g) **Observability & Management**: logging, distributed tracing, metrics, alarms, and a monitoring dashboard.

3.2.3 Scalability, High Availability & Resilience

a) Active-passive or active-active deployment
b) Stateless frontends and replicated stateful services (database clusters, cache clusters) with automated failover.
c) Automated Backup and Recovery

3.2.4 Data Model & Time Synchronization

a) Common data model for vessel, voyage, fairway, hazard and sensor data; documented schema and sample payloads.
b) All timestamps must be in IST and systems synchronized via NTP/GPS time sources.

3.2.5 Logging & Auditability

Centralized immutable audit logs for all operator actions, data ingests and critical system events. Logs retained per contract (recommended 12 months for logs, 90 days for high-frequency data by default).

3.3 RIS - Installation, Testing & Commissioning Requirements

3.3.1 Environments

Minimum environments: Development, Integration (CI/CD), Staging (pre-production), Production. Provide separate UAT environment for Purchaser testing. For detailed mandatory testings; please refer to the “Inspections and Tests” section of this RFP document.

3.3.2 Factory Acceptance Test (FAT)

a) Supplier to perform FAT at their premises or in staging cloud environment demonstrating all functional and non-functional requirements (data ingest, alerting, APIs, dashboards, load test results).
b) FAT deliverables: FAT plan, test scripts, results, defect log and resolution evidence.

3.3.3 Integration Testing

Integration tests with identified external systems (hydrology feeds, chart servers, ICCC) as per agreed integration matrix. Include negative/edge-case tests and performance tests.

3.3.4 User Acceptance Test (UAT)

Purchaser UAT with predefined scenarios and acceptance criteria. Supplier to resolve defects within agreed SLAs before Go-Live.

3.3.5 Commissioning & Go-Live

a) Go-Live acceptance requires: successful completion of UAT, resolved critical defects, operator training completion, documentation handover, data migration (if any), and issuance of Go-Live certificate by Purchaser.
b) Acceptance tests must include: Functional verification, Integration verification, Performance verification (load/latency), and Security verification (basic vulnerability scan).

3.3.6 Training & Handover

Provide role-based training (ICCC operators, system administrators, data analysts) and training materials. Certification of trainees and training completion report required.

3.3.7 O&M Handover

O&M plan including SLA matrix, support escalation matrix, patch management process and periodic maintenance schedule.

3.3.8 Service Levels

a) Production availability target: $\geq$ 99.5% monthly.
b) Critical incident initial response: within 1 hour of alert.
c) Critical incident resolution target: within 8 hours.

3.4 Five-Layered Architecture of RIS

The RIS design shall follow a 5-layer logical architecture. Supplier must provide a diagram and detailed description in the Detailed Design Document.

3.4.1 Layer 1 - Data Acquisition Layer

a) Sources: AIS feeds (if available), third-party telemetry, hydrological sensors, feeds, port/terminal systems, manual inputs, hydrographic surveys.
b) Responsibilities: ingestion adapters, validation, time-stamping, minimal enrichment, temporary buffering (store-and-forward).

3.4.2 Layer 2 - Communication & Transport Layer

a) Responsibilities: secure, reliable transport of data (MQTT/HTTPS); store-and-forward logic for intermittent connectivity; message sequencing and deduplication; fallback strategies documented.
b) Requirements: TLS 1.2+ for transport, mutual authentication for system-to-system channels.

3.4.3 Layer 3 - Data Center / Platform Layer

a) Responsibilities: Persistent storage, spatial DB (PostGIS or equivalent), time-series DB for sensor/vessel tracks, backups, indexing, replication.
b) Additional: Data lake for long term archival and analytics; data lifecycle policies (hot/warm/cold tiers).

3.4.4 Layer 4 - Smart Application & Integration Layer

a) Responsibilities: Rules & alert engine, analytics, API layer, business rules, composite services for reports.
b) Integration: Documented APIs for third parties; adapters to legacy ICCC systems; transformation & mapping logic.

3.4.5 Layer 5 - Service Delivery & Consumption Layer

a) Responsibilities: Operator Dashboards, public portal, mobile apps, report delivery, data downloads, role based access, push notifications & SMS gateway integration for alerts.
b) UX: accessible operator consoles, multi-language support if required.

3.5 RIS - Cyber-Security Requirements

Security is mandatory and non-compromising. Supplier must submit Security Architecture, perform and submit test results, and accept periodic audits.

3.5.1 Governance & Standards

a) Comply with ISO 27001 (or equivalent) security principles. Adopt secure SDLC practices, vulnerability management, and patching policies.
b) Ensure compliance with applicable national data protection laws and government security guidelines.

3.5.2 Identity & Access Management

a) Role-based Access Control (RBAC) with least privilege principle.
b) Multi-Factor Authentication (MFA) for privileged accounts.

3.5.3 Encryption - VPN

a) Encryption in transit using TLS 1.2/1.3.
b) Encryption (AES-256 or equivalent) for sensitive datasets.
c) Secure key management.

3.5.4 Network & Infrastructure Security

a) Hardened OS images, restricted administrative access, and network segmentation.
b) Firewalls, IDS/IPS and DDoS mitigation as applicable.
c) Secure VPN or dedicated links for integration with government networks.

3.5.5 Application Security

a) Secure coding standards and OWASP Top 10 mitigation.
b) Static and Dynamic Application Security Testing before production.
c) Web Application Firewall (WAF) for public interfaces.

3.5.6 Logging, Monitoring & SIEM

a) Centralized logging, real-time monitoring and correlation Security Information and Event Management (SIEM).
b) Immutable audit trails for operator actions (who/what/when).
c) Log retention policy (Audit logs ≥ 12 months; event logs as per contract).

3.5.7 Vulnerability & Penetration Testing

Quarterly vulnerability scans and annual third-party penetration test. Remediation windows and proof of fixes to be provided.

3.5.8 Incident Response & Business Continuity

a) Provide Incident Response Plan, runbooks and communication templates.
b) Define notification timelines for security incidents (initial notification within contractual window).
c) Regular backup encryption and periodic restore testing.

3.5.9 Data Privacy

Data minimization, purpose limitation and documented data retention/deletion rules.

3.5.10 Third-Party & Supply Chain

a) Supplier to provide SBOM (Software Bill of Materials) for third-party components and confirm licensing/compliance.
b) Security requirements extended to subcontractors and cloud providers; Supplier remains prime responsible party.

3.5.11 Supplier must submit with the technical proposal:

a) High-level architecture diagram and DDD (Detailed Design Document).
b) Component sizing and capacity plan for expected loads.
c) Deployment topology (single-site, geo-redundant, cloud/on-prem).
d) Integration matrix listing required external systems, data formats, sample payloads and SLAs per integration point.
e) FAT/UAT plans, security test plans and acceptance criteria.
f) Training plan and O&M/SLA proposal.

3.6 Scope of Implementation

3.6.1 Key Modules Aligned to Overall Scope of RIS Implementation

Key modules to be implemented as part of the RIS and ICCC integration solution is depicted below:

#	Project Module	Scope
1	Geographic Coverage	All major river routes and ferry terminals within the operational jurisdiction.
		Provision for Integration with local, regional, and national rescue agencies and disaster management teams.
2	Vessel/Boat Tracking Mechanism	The RIS software shall provide real-time vessel/boat tracking by ingesting live positional data, validating it, and displaying vessel movements on an interactive navigation map with continuous updates.
3	Proximity Alerts	a) The RIS Software shall perform automated proximity calculations between all tracked vessels using GPS data and trigger alerts when the distance falls within a configurable threshold (default: 300 meters). b) Upon detecting such proximity, the system shall generate an alert event, log it, and transmit notifications to ICCC and the concerned vessel operators through the defined communication channels. c) The threshold, alert levels, and routing parameters shall be fully configurable by the Authority, and the feature shall operate in near real time.
4	Incident Reporting & Logging (IRL)	a) Accident/near-miss reporting in River b) Automated logs with timestamps c) Incident classification
5	Meteorological & Hydrological	a) Weather forecasts b) River water-level alerts

	Information Services (MHIS)	c) Flood/fog advisories d) Hydrology sensor inputs e) Bathymetric Datasets
6	RIS Data Management & Exchange Layer (DME)	a) RIS database b) RIS API services c) Data validation and standardization d) Role-based access control e) Log management f) Cybersecurity (CERT-In) g) Data archival

In addition to the components highlighted above, an Integrated Command and Control Centre (ICCC) is existing for integration of various RIS and ICCC integration-related services for purpose of monitoring and analysis. Further, ICCC platform should be able to integrate with other platform using any open standards API.

This document highlights the key scope proposed as highlighted above and provides all requisite details required for the Supplier to understand and accordingly prepare and submit the proposal.

3.6.2 Responsibility of RIS Supplier

The functional requirements, service descriptions, and technical specifications provided in this RFP for the River Information System (RIS) are indicative in nature and serve as guiding principles. The RIS Supplier shall be fully responsible for delivering a complete, standards-compliant, secure, and future-ready RIS solution that meets the intended outcomes defined under this RFP. The RIS platform is already available in ICCC and the supplier shall have to refurbish over the same as per the schedule of requirements mentioned in this RFP.

The RIS Supplier is free and encouraged to propose optimized, innovative, and technically superior designs or components-provided that they:

a) fully comply with the functional intent and service requirements of the RFP,
b) adhere to applicable RIS standards (IWAI’s RIS Guidelines),
c) ensure scalability and interoperability for future enhancements,
d) maintain reliability, redundancy, resiliency, and cybersecurity best practices, and
e) support long-term operational sustainability.

Any technical parameters, software specifications, or architectural elements mentioned in the RFP shall be considered minimum requirements. The RIS Software should be developed using secure, scalable, and widely adopted Open Source Technologies across the application, database, GIS, and integration layers to ensure interoperability, vendor-independence, and long-term maintainability.

The RIS Supplier shall be fully responsible for ensuring that the implemented RIS:

a) delivers the defined end-to-end functional outcomes,
b) integrates all RIS modules seamlessly,
c) meets real-time performance and availability benchmarks,

d) complies with security, data management, and information governance requirements, and
e) remains maintainable and expandable throughout the contract duration.

The Supplier shall be the single point of accountability for ensuring that the entire RIS ecosystem performs as intended, regardless of the components, sub-systems, OEM technologies, or third-party modules used in the final solution.

4. RIS Software Requirements

4.1 Overview

The RIS software dashboard platform shall act as the central command and control system for Integrated Command and Control Centre situated in Gateway of Guwahati (GOG) for managing vessels/ferries operating on the Brahmaputra River. It shall integrate data from multiple sources - including onboard hardware devices, weather and river sensors, and external agencies (ASDMA, IMD, IWAI, etc.) - to provide a real-time situational awareness, monitoring, and emergency response system using the GSM (2G). The RIS software shall support both web-based and mobile interfaces.

4.2 Core Functional Areas

Module	Description
1) River Information System	a) This is one of the major components of the application that deals with various API integration from ASDMA and various other Parties. b) The data consumed from these API's help build the river routes and Geo Fencing boundaries. c) RIS is the very base of the Navigation and vessel traffic in the river.
2) Vessel/Boat Tracking Mechanism	a) The RIS software shall provide real-time vessel/boat tracking by ingesting live positional data, validating it, and displaying vessel movements on an interactive navigation map with continuous updates.
3) Emergency Communication and Alerts Management System	a) Provision of instant alert generation from vessels, field units, and sensors through GSM and GPS communication channels. b) Real-time dissemination of distress messages, safety alerts, and incident updates to relevant stakeholders. c) Integration with Command & Control Centers, RIS, VTS and allied information for automated alert routing and escalation. d) Support for two-way communication between field units and control centers for coordinated response. e) Maintenance of event logs, acknowledgment records, and communication analytics for audit and reporting.
3) Incident Reporting and Documentation	a) Instant SOS alert reception with vessel coordinates and contact details. - Incident tracking dashboard for rescue operations. - Integration with ASDMA and emergency response agencies for coordinated action. b) Data about the incident flows flawlessly between the SAR team and the vessel through the mobile application and is stored in the central server as a disaster record for data analytics and future course for prevention.
4) Weather & River Data Integration for the Early Warning	a) Integration APIs with ASDMA data sources for river levels, rainfall, and flood alerts. - Display current and forecast weather conditions per river stretch. - Configurable rule engine for automatic warnings (e.g., "High Flood Risk Zone - Activate Alert").

Assistance	
5) Data Analytics & Reporting	a) Generate automated reports on vessel movements, alert frequency, and response times. - Dashboard visualization using charts, heatmaps, and timelines. - Export in PDF/Excel formats. - SOS data analysis and storage for future reference.
6) System Administration & User Management	a) Role-based access control (Admin, Operator, Viewer). b) SAR team access with viewer and operator access in case of incidents. - Audit trail for user activity. - Configurable permissions for various stakeholder departments.
7) Bathymetric data for Navigational Assistance	a) Incorporating bathymetric data in the system to provide navigational route to the boat pilots. b) These routes can be used as a GEO Fence to the vessel operators. c) These predict the navigational paths for the vessels according to the Data provided.

4.3 Software Development Life Cycle (SDLC) – Phases, Activities and Deliverables

The SDLC should follow the iterative cycle for development:

Phase	Key Activities	Deliverables
Requirement Analysis	Stakeholder consultation, SRS creation	Approved SRS
System Design	Architecture, schema, API definitions	Design Docs (High Level Design Doc and Low Level Design Doc)
Development	Coding, integration, unit testing	Software App with appropriate testing
Testing & QA	Functional, integration, performance testing	Test Reports
Deployment	CI/CD configuration, rollout	Release Notes
Maintenance	Monitoring, bug fixes, SLA compliance	Support Logs

4.4 Platform Architecture – Layered

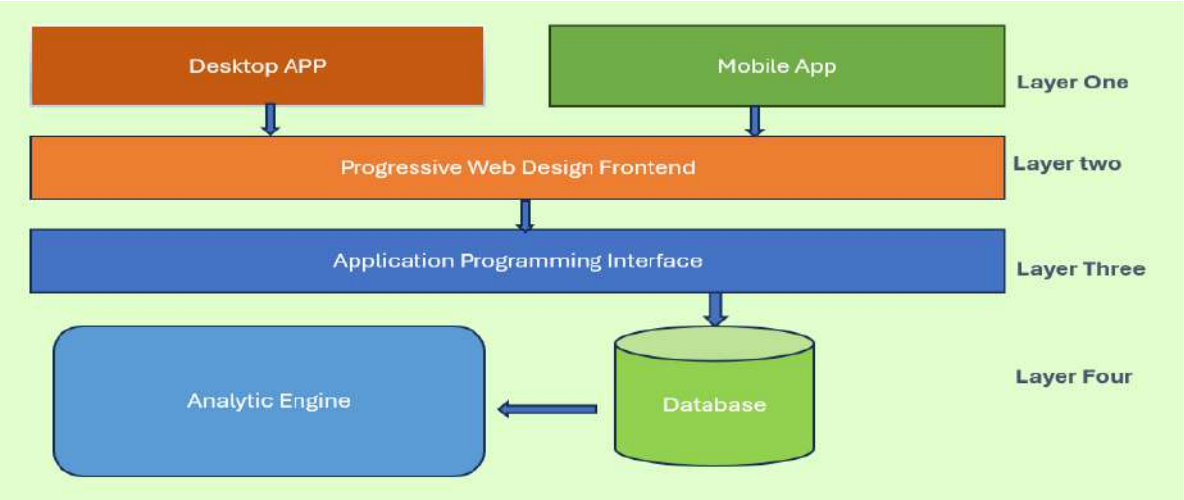

Fig: Platform Architecture - End-to-End with API Gateway Adjoining to the Miscellaneous Components for Integration

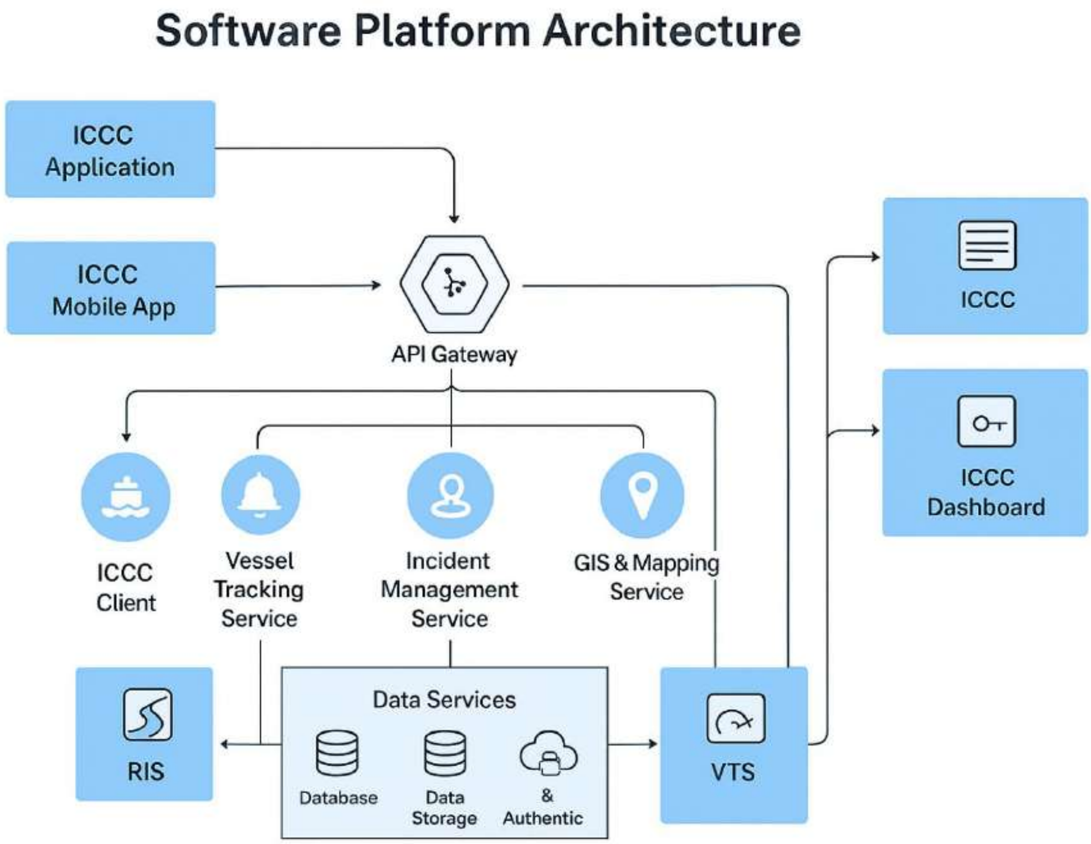

Fig: Software Platform Architecture

4.5 Platform Architecture – Components and Specifications

Component	Specification
Architecture Type	Modular, microservices-based architecture supporting scalability and high availability.
Hosting Environment	On-prem Data Centre
Frontend	Web application (responsive), accessible on standard browsers; optional Android app for field users which is Progressive Web Application
Middle Tier	Developed using relevant technologies (Open Source preferred)
Database	Relational or time-series database supporting geospatial data
Map Integration	Integration with GIS platform with offline caching.
Real-time Data Layer	WebSocket/MQTT-based data streaming for live tracking and alerts over GSM.
Security	Role-based access, HTTPS encryption, audit logs, and data integrity checks. CERT-IN based rules and protocols followed.
Failover & Redundancy	Automatic failover support for device level, server level and database layers.
Data Backup	Incremental: Daily Full: Fortnightly

4.6 Integration Interfaces

- RESTful APIs for data exchange with onboard devices and third-party systems

- Secure API gateway with authentication and encryption.

- Support for MQTT/TCP-based message brokers for real-time data ingestion with help of GSM SIM based Protocol.

- The software must integrate both internal and external data sources and systems.

4.7 Key Performance Requirements

Parameter	Requirement
System Uptime	≥ 99% during operational hours
Response Time	< 2 seconds for alert/event display
Data Refresh Rate	≤ 30 seconds for live vessel updates
Scalability	Support minimum 1,000 vessels concurrently
Alert Latency	≤ 10 seconds from event trigger to display
Data Retention	Minimum 5 years archival with retrieval capability

4.8 User Interfaces

ICCC Dashboard: Central monitoring interface with layered maps and alert panels.
Mobile Application: For field personnel/boat pilots.
Analytics Portal: Role-based access for management and reporting users.

4.9 Security & Compliance

a) Compliance with ISO 27001, MeitY Security Guidelines, CERT-IN and Govt. of India data policies.
b) Data encryption in transit and at rest.
c) Regular vulnerability assessments and penetration testing (VAPT).

4.10 Documentation & Training

a) Complete user and technical manuals.
b) API documentation for integration.
c) Onsite/virtual training for ICCC operators and technical staff

4.11 Maintenance & Support

a) 24×7 technical support during operational phase.
b) Software updates and bug fixes included for 3 years post Go-Live.
c) SLA-based response and resolution times.

4.12 Deliverables

a) Web-based ICCC software (live dashboard)
b) Mobile app for the boat operators and the SAR Team
c) Integration APIs for hardware and external systems
d) Reports and analytics module
e) Documentation and training manuals

4.13 Indicative Dataset Framework for River Information System (RIS)

4.13.1 Hydrographic & River Morphology Data

Dataset Name	Description	Update Frequency	Usage in RIS
Bathymetric Data	3D riverbed depth profile (x, y, z coordinates i.e. Latitude, Longitude and Depth)	Monthly / Quarterly	Navigation route plotting, depth contour visualization
Water Level Data	Real-time water level at various ghats and stretches	Hourly / Daily	Dynamic depth estimation, route advisories
Flow Velocity & Direction	Current speed and direction data	Daily / Real-time (if sensors available)	Navigation route optimization
River Cross-section Profiles	Width, depth, and slope data at specific points	Static (annual updates)	River modelling and design reference
Sedimentation / Siltation Data	Areas of high silt accumulation	Annual / Biannual	Route maintenance planning

4.13.2 Navigational & Vessel Traffic Data

Dataset Name	Description	Update Frequency	Usage in RIS
Vessel Position Data	Real-time GPS coordinates of vessels	Continuous (10–30 sec interval)	Live tracking, geo-fencing, replay
Vessel Master Data	Boat registration, owner details, capacity, engine type, etc.	Static / Annual	Vessel identification and classification
Voyage Logs	Route history, docking times	Per trip	Performance analysis and auditing
Geo-fence Boundaries	Predefined navigation zones	Dynamic	Boundary crossing alerts

4.13.3 Meteorological & Environmental Data

Dataset Name	Description	Update Frequency	Usage in RIS
Weather Forecast Data	Temperature, humidity, wind speed/direction	Hourly / 6-hourly	Route advisories and alerts
Rainfall Data	Precipitation levels by location	Daily / Hourly	Flood prediction and route closures
Flood Alerts / Early Warning	Flood risk zones, alerts	Event-driven	Emergency warnings
Visibility / Fog Data	Fog density and visibility levels	Hourly / Real-time	Navigation safety advisories
Water Temperature & Turbidity	Measured at sensors or survey stations	Daily / Weekly	Environmental assessment

4.13.4 Emergency, Safety & Incident Data

Dataset Name	Description	Update Frequency	Usage in RIS
SOS / Distress Alerts	Real-time emergency alerts from vessels	Event-driven	Rescue coordination
SAR Team Deployment Data	Locations of emergency response teams, boats, equipment	Real-time / Daily	Rescue management
Incident Reports	Logs of past accidents, causes, response details	On occurrence	Risk analysis, pattern recognition

Fire / Collision / Obstruction Reports	Field data on navigational hazards	Event-driven	Real-time alerts
Emergency Contact Database	Contact info of local rescue and health authorities	Annual / On change	Coordination readiness

4.13.5 System-Generated & Analytical Datasets

Dataset Name	Description	Generated By	Usage in RIS
Alert Statistics	Frequency and types of alerts	ICCC	Trend analysis
Device Health Logs	Hardware connectivity and uptime	ICCC Monitoring System	Maintenance planning
User Activity Logs	Operator usage, login details	ICCC	Audit trail
Historical Playback Data	Vessel movement replay	Database Engine	Training and investigation

4.13.6 Data Formats and Standards

Category	Preferred Format / Protocol	Remarks
Real-time tracking	GPS data with Latitude and Longitude in JSON format	For vessel to ICCC communication
Static datasets	Riverine data from IWT on Digital Terrain with one- or two-dimensional data	For maps and boundaries
Bathymetric data	XYZ, S-57 / S-101 standards	For electronic navigation charts
Weather and early alerts	API Integration in JSON	For warning to prevent disaster with help of API integration
Reports and analytics	PDF / Excel / JSON exports	For user interface reports

4.13.7 Data Ownership and Access Policy

a) All datasets collected, generated, or integrated under this RIS project shall be owned by AIWTDS.
b) Access to external datasets shall be governed by MoUs or data-sharing agreements.
c) The system shall support API-based interoperability for future extensions.

4.13.8 Response Time & Resolution Time

For incidents with different priorities, define:

a) Priority 1 (Critical – system down / major functionality unavailable) → Response within e.g. 2 hours; Resolution within e.g. 24 hours.
b) Priority 2 (High – major functionality impaired but workaround exists) → Response within 4 hours; Resolution within 48 hours.
c) Priority 3 (Medium – non-critical functionality issue) → Response within 1 business day; Resolution within 5 business days.
d) Priority 4 (Low – cosmetic/ minor) → Response within 2 business days; Resolution within 10 business days.

4.13.9 Maintenance & Release Management

a) Define maintenance windows (e.g., Saturday 22:00–02:00 IST) where patches/ upgrades may be applied.

b) Define notification period for scheduled maintenance (e.g., at least 48 hours in advance).
c) Define emergency maintenance (for security patches) with shorter notification.
d) Define rollback procedures, where needed.

5. Prototype Acceptance and Factory Testing (PAT)

Upon approval of the detailed RIS system design, the Supplier shall develop prototypes of all RIS components/subsystems- including RIS Core Software modules, data dashboards, alerting engine, mobile reporting app, device communication layer, sensor data ingestion layer, and any field communication.

The Supplier shall obtain AIWTDS's approval at every prototype stage. It shall be the Supplier's responsibility to complete prototype development and approval without affecting the overall project timeline.

All RIS components shall undergo Prototype Acceptance Test (PAT) as per the approved Project Plan.

The PAT shall include, at minimum:

a) Prototype demonstration of RIS User Interface, dashboards, map layers, alerts
b) Communication with AIS/GPS devices or RIS-compliant tracking devices
c) Test of voyage-reporting interface, hazard reporting, geospatial-data ingestion
d) Data flows from water-level sensors, weather feeds, channel markers (where applicable)
e) Mobile or handheld reporting interface (if part of project)

PAT procedures shall follow the Testing Section of the Scope of Work. The Supplier shall present PAT test results to AIWTDS in the form of a Test Results Document, including detailed observations, compliance matrix, and necessary corrective actions.

The Supplier shall arrange all logistics for AIWTDS's representatives to witness PAT. For software modules, prototypes (wireframes, functional mock-ups, or limited-function releases) must be submitted for approval before full development proceeds.

6. Pilot Deployment (RIS Pilot Run)

A pilot deployment of the RIS components shall be carried out at ICCC. This shall include:

a) Deployment of RIS software modules
b) Integration of water level, weather, and other available sensor sources
c) Operational testing of alerting & notification engine
d) Testing of SOS ingestion, route-deviation alerts, hazard alerts
e) End-user trial run for ICCC operators and field teams

The Supplier shall monitor system health, device communication, data accuracy, latency, and system responsiveness throughout the pilot period. AIWTDS's feedback shall be incorporated before full deployment. The Supplier shall provide additional training to pilot implementation staff if required. If the pilot does not meet AIWTDS's expectations, the Supplier will be given a one-time extension to address all issues. Failure to successfully demonstrate the RIS functionalities shall result in termination without liability to AIWTDS.

7. RIS System Integration

The Supplier shall integrate all RIS subsystems, including:

a) RIS Core Platform
b) Water level stations, weather feeds, river hydrology sources (IMD, CWC, NTWC as applicable)
c) ICCC systems
d) Mobile apps, field reporting tools
e) Databases and third-party APIs

The Supplier shall also integrate components provided by others (if applicable), ensuring seamless data flow.

The integrated RIS shall be tested for:

a) Real-time data flow
b) Interoperability
c) Performance
d) Failover
e) Dashboard synchronization
f) Alert accuracy

AIWTDS shall approve the system integration output after reviewing integration test results. Any gaps or non-compliance with RIS design or requirements shall be rectified by the Supplier at no extra cost.

8. RIS Project Management

The Supplier shall be responsible for full project management for RIS implementation and maintenance.

8.1 Minimum Key Personnel

#	Position	Key Responsibilities	Minimum Qualifications	Minimum Experience
1	Project Manager (RIS)	Overall leadership, planning, scheduling, coordination with AIWTDS, risk management, ensuring delivery of all RIS components	B. Tech./B.E. in IT/CS/ Electronics or equivalent	10+ years in IT/ICT projects
2	RIS System Architect	System architecture, integration design, data flows, cybersecurity, backend configuration, compliance with IWAI standards	B. Tech /B.E. in CS/IT/ Electronics	7+ years in system architecture
3	GIS/Geospatial Specialist	River map layers, datasets, geo-referencing, river object layers, hazard mapping	Graduate/Post-graduate in GIS/ Geoinformatics/ Remote Sensing	7+ years in GIS Domain
4	Software Lead /	RIS software configuration,	B. Tech./B.E. in	7+ years in

#	Position	Key Responsibilities	Minimum Qualifications	Minimum Experience
	Application Developer	dashboards, backend logic, APIs, application performance	CS/IT or MCA	software development

The Project Manager shall act as the single point of contact for AIWTDS and ensure all RIS subsystems-from field devices to backend software-are delivered on schedule.

8.2 Master Schedule: The Supplier shall prepare a Master Schedule covering:

a) Software deployment
b) Integration activities
c) Testing cycles
d) Documentation
e) Training
f) Final handover

Bi-weekly progress meetings shall be held with AIWTDS. Supplier shall prepare minutes of meetings, action trackers, and progress reports. Supplier shall implement risk management, escalation matrix, and issue-tracking processes. All project management tools and repositories required for RIS delivery shall be included in the Supplier's scope.

8.3 Capacity Building and Training

The Supplier shall conduct end-to-end training covering RIS usage, emergency handling, dashboards, alert management, data analysis, and field reporting tools.

Training shall include:

a) Training Plan & Manuals (submitted for approval before training)
b) Training for ICCC operators, field officers, crew pilots, river inspectors
c) Refresher training cycles over the project duration
d) Setup of training/demonstration environment including RIS devices, SIMs, antennas, display systems
e) Batch-wise training with evaluation and certification

Training shall be practical, scenario-based, and focused on emergency response, voyage management, and inland waterway safety.

8.4 Full Deployment, Documentation and Handover

After full RIS deployment, the Supplier shall provide a comprehensive documentation set compliant with ITIL, IHO (for hydro/spatial data), and industry best practices.

Documentation includes (summarized for RIS):

a) System design, architecture, configuration
b) RIS module user manuals
c) RIS system administration manual
d) SOP for RIS operations and maintenance
e) As-Built documentation
f) Software architecture & data dictionary

g) Version and release documentation
h) Maintenance procedures and preventive schedules
i) Complete inventory of RIS
j) All OEM manuals, warranty documents, and service records
k) Flowcharts, diagrams, data models, screen layouts, reports library
l) Change management and version control documentation

All documentation shall be submitted in hard copy (2 sets) and soft copy (editable + PDF formats).

8.5 Operations-Related Documentation

The Supplier shall support AIWTDS in generating:

a) Operational reports
b) Alert logs
c) Incident reports
d) Water-level/warning reports
e) System uptime and SLA reports

Export shall be supported in pdf, csv, xlsx, doc, JSON formats. Supplier shall ensure up-to-date maintenance of all RIS documents for the contract duration.

8.6 Operational System Acceptance (RIS Acceptance)

Post Go-Live, the RIS system shall undergo Operational Acceptance based on:

a) System availability
b) Integration performance
c) Alert processing
d) Data accuracy (River parameters)
e) Response times
f) Device communication

8.7 Comprehensive Maintenance for RIS System and Services

Supplier shall provide comprehensive maintenance for the entire RIS ecosystem:

a) Software maintenance
b) Updates, version upgrades, patches
c) Preventive and corrective maintenance
d) Service level compliance
e) Database tuning & backup management
f) Security updates
g) Source code and documentation maintenance
h) Issue logging and resolution
i) Version control & change management

Any change during maintenance shall follow structured change control, impact assessment, rollback planning, communication, approvals, documentation updates, and versioning protocols. Software OEM support must be ensured throughout the contract period.

9. Inspections and Tests

a) All software modules, geospatial datasets, communication components, and systems to be supplied under the Contract shall be inspected and tested according to the requirements specified in this document and shall be subject to approval by AIWTDS or its authorized representatives.

b) This includes inspection and testing of communication devices, river sensors, or IT assets that are handed over to the Supplier for integration with the River Information System (RIS).

c) Approval of any inspection or test shall not prevent AIWTDS from rejecting the material or system later if it fails to meet RIS specifications, performance criteria, or functional requirements during operation.

d) The Supplier shall design, prepare, and successfully execute all tests necessary to demonstrate that all RIS components and systems function as intended and fully comply with the requirements of the RFP and the approved detailed design. All tests shall be subject to inspection or witnessing by AIWTDS or its representatives. AIWTDS may, at its discretion, waive witnessing of specific tests if the Supplier submits complete test results and certificates. Such waivers shall not absolve the Supplier from full compliance.

9.1 Acceptance Test Procedures (ATP)

Before commencing any RIS-related testing, the Supplier shall submit an Acceptance Test Procedures (ATP) document for approval. ATP shall clearly describe:

a) Type of testing and specific RIS component to be tested (e.g., RIS Core, sensor, middleware, communication modules).
b) Demonstration method for each requirement:
   i. test environment setup,
   ii. software configuration,
   iii. method of measurement,
   iv. quality assurance procedures.
c) Success criteria for each test.
d) Testing timeline within the overall RIS implementation schedule.
e) Test location(s) - ICCC, field sites, Supplier facility, etc.
f) Personnel required from Supplier and AIWTDS.
g) Approximate duration of each test.
h) Responsibilities of Supplier and AIWTDS representatives.
i) Cross-reference to the RIS Compliance Matrix, mapping each requirement to the corresponding test.

The ATP shall include an updated Compliance Matrix that tracks demonstration of all RIS requirements. A requirement marked "demonstrated" may be reclassified as "not demonstrated" if issues arise later. ATP must be submitted at least three (3) weeks prior to the intended test date. Test results must be recorded and made available to AIWTDS immediately after each test. ATP documentation-including forms, marked test sheets, signed reports, and summarizes - shall be included in the final Closeout Documentation (two hard copies and one electronic copy).

9.2 RIS Software Testing & Acceptance Plan: Stages of Testing for RIS Components

The Acceptance Test Procedures shall incorporate the following stages for each RIS component/solution:

Test No.	Test Name	Objective	Description / Scope	Preconditions / Inputs	Expected Output / Acceptance Criteria
1	Prototype Acceptance Test (PAT)	To validate customized RIS modules and prototypes before full development or integration.	PAT shall be performed on RIS dashboards, alerting engine, mobile reporting app, data ingestion pipelines, and geospatial/map layers. It verifies design, workflows, and functional fit. Test shall be witnessed by AIWTDS.	Prototype modules, sample datasets, test environment, AIWTDS observers.	All prototypes meet design and functional requirements; workflows validated; AIWTDS approval granted before full development/integration.
2	Factory Acceptance Test (FAT)	To verify RIS software functionalities in a controlled supplier/OEM environment before deployment.	FAT conducted at supplier/OEM facility in presence of AIWTDS. Validates all RIS modules, inter-module integration, API connectivity with external sources (simulated), database structure, user roles, basic workflows, stability, and preliminary security checks. Includes FAT plan, test cases, defect logs, and compliance matrix.	Complete RIS modules, simulated data feeds, test environment, FAT plan, AIWTDS witnesses.	All functionalities verified; integration validated; APIs functional; database structure correct; user roles/workflows operational; performance stable; FAT approval from AIWTDS.
3	Pre-Installation Test (PIT)	Confirm readiness of the final RIS software build for installation.	Verification of installers, configuration files, environment scripts, database initialization packages, and closure of all FAT-level issues. Version build, ports, dependencies, and system prerequisites validated for installation.	Final software build, configuration scripts, approved FAT closure report, deployment environment details.	Software build validated as stable and ready for installation; no pending FAT defects; installation package complete and deployable.
4	Installation Acceptance Test (IAT)	Verify successful deployment and basic operability of the RIS Software.	Validation of installation on servers/cloud, database connectivity, service configuration, login access, SSL, and correct loading of core dashboards/UI modules.	Approved PIT sign-off, installed environment, access credentials, server configuration details.	RIS system successfully deployed; users able to log in; dashboards load without error; services running as per design.
5	Proof of Performance	Demonstrate essential RIS	Execution and demonstration of key	Installed system (IAT	Core functions operate as

Test No.	Test Name	Objective	Description / Scope	Preconditions / Inputs	Expected Output / Acceptance Criteria
		functionalities post-installation.	workflows: alerts, live tracking, geofencing response, reporting, and basic analytics.	passed), sample datasets, test vessels, operator accounts.	expected; alerts generate correctly; tracking visible; sample reports produced.
6	System Integration Testing (SIT)	Verify end-to-end data exchange between RIS and all external systems.	Testing integration with GPS/GNSS devices, hydrology and weather APIs, ICCC systems, communication gateways, and alerting engines. Validates data flow, synchronization, and interoperability.	API keys, device test feeds, integration documents, connectivity to external systems.	All integrations functional; data received in real-time; subsystem interfaces work without errors; no data-loss or mismatch.
7	Stress & Load Testing	Validate system performance under heavy load.	Simulation of high-volume vessel updates, concurrent users, analytics queries, and alert bursts. Measures throughput, latency, CPU, memory, and system stability.	Load-testing tools, simulated GPS streams, benchmark KPIs, system monitoring configuration	System processes peak load within KPIs; no crash or performance degradation; throughput and latency within approved thresholds.
8	Security Testing	Ensure the RIS platform meets required cybersecurity standards.	Conduct VAPT on applications, APIs, servers, databases, and communication channels. Evaluate access control, encryption, and OWASP compliance.	Access to test environment, API documentation, credentials, security policies.	No critical vulnerabilities; medium/minor issues have mitigations; secure communication verified; audit logs operational.
9	Pilot Test	Validate real-world system behavior on a live river stretch.	Deployment on selected route; testing live tracking, alerts, operator workflows, dashboard performance, and communication with field units.	Installed system, selected pilot stretch, test vessels, operators available.	System functions reliably in field; alerts triggered correctly; operators confirm usability; issues documented for fine-tuning.
10	System Acceptance Testing (SAT)	Validate the full RIS solution against all functional and technical requirements.	Comprehensive testing of all modules—tracking, GIS, alerts, analytics, reporting, integrations, access control, configuration tools, and administrative modules.	Signed-off SIT, complete environment, test data, functional requirement baseline.	All contractual and design specifications met; test results documented; system ready for operational trials.
11	Operational Acceptance Test (OAT)	Ensure system stability and readiness for Go-Live under	15–30 day live operation test covering 24×7 performance, alert accuracy, uptime, backup	Completed SAT, live operation environment,	Stable 24×7 performance; uptime and alert accuracy meet

Test No.	Test Name	Objective	Description / Scope	Preconditions / Inputs	Expected Output / Acceptance Criteria
		continuous operation.	jobs, fail-safe operations, and operator usability.	operators available, monitoring tools.	KPIs; no critical issues; system ready for Go-Live certification.

PART II

Section 8. Lump-Sum Form of Contract

S T A N D A R D F O R M O F C O N T R A C T

Consultant's Services

Lump-Sum

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 - Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.

2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name Assam Inland Water Transport Project (AIWTP)

***Loan* No.** P 157929

Contract No. ____________________________

Assignment Title: Design, Development, Implementation, Testing & Commissioning of River Information System (RIS) under AIWTP.

between

ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY

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, Assam Inland Water Transport Development Society (AIWTDS) (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

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

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has applied for a loan from the *International Bank for Reconstruction and Development (IBRD):* toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract (including Attachment 1 "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
Appendix E: Technical Proposal

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, Appendix E. 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) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(c) "Borrower" means the Government, Government agency or other entity that signs the financing agreement with the Bank.

(d) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(e) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(f) "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).

(g) "Day" means a working day unless indicated otherwise.

(h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(i) "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.

(j) "Foreign Currency" means any currency other than the currency of the Client's country.

(k) "GCC" means these General Conditions of Contract.

(l) "Government" means the government of the Client's country.

(m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one 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.

(n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(o) "Local Currency" means the currency of the Client's country.

(p) "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.

(q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(t) "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.

(u) "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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38

Commissions, Discounts, etc.

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 sub consultants 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 sub consultants' 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.

41.2.5 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 nominated[2] 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 inspect[3] 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.

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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 law of** India.
4.1	**The language is:** English.
6.1 and 6.2	**The addresses are:** Client: Assam Inland Water Transport Development Society Attention: Additional State Project Director Facsimile: NA E-mail (where permitted): dir.iwtds-as@gov.in Consultant: ______________________________ ______________________________ Attention: ______________________________ Facsimile: ______________________________ E-mail (where permitted):______________________________
8.1	**NA**
9.1	**The Authorized Representatives are:** **For the Client:** Additional State Project Director, Assam Inland Water Transport Development Society **For the Consultant:** *[name, title]*______________________
11.1	**Effective Date:** Date of signing of the Contract
12.1	**Termination of Contract for Failure to Become Effective:** The time period shall be one month from the date of signing of the Contract.
13.1	**Commencement of Services: within** 15 (fifteen days) days from the date of signing of the Contract. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract:** The time period shall be 90 Days from the Commencement of Services.
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	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's Negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful 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: i. for any indirect or consequential loss or damage; and ii. for any direct loss or damage that exceeds one times the total value of the Contract; (b) This limitation of liability shall not (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; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the *Indian* Applicable Law.
24.1	**The insurance coverage against the risks shall be as follows:** (a) Professional liability insurance, with a minimum coverage of value equal to the total ceiling amount of the Contract; (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 in accordance with the applicable law;- Not Applicable (c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law; - Not Applicable (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 (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. - Not Applicable
27.1	*All Proprietary rights remain with the CLIENT*
27.2	The Consultant shall not use these *documents and software* for purposes unrelated to this Contract without the prior written approval of the Client.
32.1 (a) through (e)	*Deleted*
32.1(f)	*Deleted*

<table>
<tr><td>38.1</td><td>The Contract price is: INR____________________ [insert amount as applicable] [indicate: inclusive or exclusive] of local indirect taxes.

Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.

The amount of such taxes is ____________________ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</td></tr>
<tr><td>39.1 and 39.2</td><td>The Client shall reimburse the Consultant GST paid by them. However, consultant shall have to produce all relevant original documents of payment of such tax to the client at the time of raising the claim/ invoice for the same.

Withholding Taxes as applicable in respect of this Contract for the Services provided by the Consultant will be withheld at source by the Client.</td></tr>
<tr><td>41.2</td><td>The payment schedule:

The payment under this Assignment shall be made, after due acceptance of the deliverables by the society, as per the milestones detailed below:

<table>
<tr><th>Sl. No.</th><th>Milestones</th><th>Description of Deliverables</th><th>%age Payment</th></tr>
<tr><td>1</td><td>Requirement Study (Functional + Technical)</td><td>• Requirements Specification Document (modules, integration, dashboard, security)</td><td>15% of Contract Price</td></tr>
<tr><td>2</td><td>Testing & Acceptance (FAT, SAT, UAT)</td><td>• Integrated data flows, APIs, weather/water-level feeds, interoperability tested
• FAT, SAT, UAT Reports, load & failover test certificates</td><td>50% of Contract Price</td></tr>
<tr><td>3</td><td>Go-Live (T1)</td><td>• Go-Live Certificate, Site Readiness Report, Completion Report, License Records</td><td>20% of Contract Price</td></tr>
<tr><td>4</td><td>Training & Knowledge Transfer and Documentation & As-Built Submission</td><td>• User Training, Admin Training, Manuals, SOPs, Training Certificates
• Final System Documentation, O&M Manual, Security Plan, As-Built Drawings</td><td>15% of Contract Price</td></tr>
</table>
</td></tr>
<tr><td>41.2.1</td><td>Not Applicable</td></tr>
</table>

41.2.4	**The accounts are:** *[insert account]*.
42.1	**The interest rate is**: 4 % per annum for each day of delay.
45.1	**Disputes shall be settled by arbitration in accordance with the following provisions:** 1. Selection of Arbitrators. 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: (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 identification 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, New Delhi* 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, New Delhi* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerning 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 Indian Council of Arbitration, New Delhi*. (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*. 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. 2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendments thereof. 3. Substitute Arbitrators. 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. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute 5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *Guwahati, Assam, India*;

	(b) the English language shall be the official language for all purposes; (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; and (d) The Arbitrator should give final award within 120 days of starting of the proceedings. Performance under the contract shall continue during the arbitration proceedings and payments due to the Consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.

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]

…………………………………………………………………………………………………

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.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

> "The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.
>
> Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and,

in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract*."]*

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1
2 Expressed as percentage of 4

* If more than one currency, add a table

Signature ______________________ Date ______________________

Name and Title: ______________________

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: ___________________ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _________________ *[insert Name and Address of Client]*

Date: ____________*[insert date]***____**

ADVANCE PAYMENT GUARANTEE No.: ___________*[insert number]***______**

We have been informed that **____________** *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. **_____________** *[reference number of the contract]* dated ___*[insert date]***_________** with the Beneficiary, for the provision of **___________________** *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of **___________** *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of **___________** *[amount in figures]* () *[amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number **___________** at **_________________** *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the

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

Consultant has made full repayment of the amount of the advance payment, or on the __ day of *_[month]*__________, *[year]*__,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

____

[signature(s)]

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

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

PART III

Section 9. Notification of Intention to Award and Beneficial Ownership Forms

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:	[*insert nameof successful Consultant*]
Address:	[*insert addressof the successful Consultant*]
Contract price:	[*insert contract priceof the successful Consultant*]

2. Short listed Consultants ***[INSTRUCTIONS: insert names of all shortlisted 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 last 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)
[*insert name*]	[*yes/no*]	**Criterion (i):** [*insert score*] **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*]**	**Criterion (i):** [*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*]**	[*Proposal price*]	[*evaluated price*]	**Combined Score:** [*combined score*] **Ranking:** [*ranking*]
[*insert name*]	[*yes/no*]	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] **Criterion (iii):** [*insert score*] Sub-criterion a: 1: [*insert score*]	**Criterion (i):** [*insert score*] **Criterion (ii):** [*insert score*] Sub-criterion a: [*insert score*] Sub-criterion b: [*insert score*]	[*Proposal price*]	[*evaluated price*]	**Combined Score:** [*combined score*] **Ranking:** [*ranking*]

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)**
		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*]**	Sub-criterion c: [*insert score*] **Total score: [*insert score*]**			
[*insert name*]	[*yes/no*]	**Criterion (i):** [*insert score*] **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 (i):** [*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*]**	[*Proposal price*]	[*evaluated price*]	**Combined Score:** [*combined score*] **Ranking:** [*ranking*]

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)**
		Criterion (iv): [*insert score*] **Criterion (v):** [*insert score*] **Total score: [*insert score*]**				
[*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: ______________________________

INSTRUCTIONS TO CONSULTANTS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Consultant[1]. In case of joint venture, the Consultant must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Consultant is any natural person who ultimately owns or controls the Consultant by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant*

Beneficial Ownership Disclosure Form

Request for Proposal Reference No.: [*insert identification no*]
Name of the Assignment: *[insert name of the assignment]*

To: **[*insert complete name of Client*]**

In response to your notification of award dated *[insert date of notification of award]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
[include full name (last, middle, first),			

nationality, country of residence]			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"

Name of the Consultant: *[*insert complete name of the Consultant*] _________

Name of the person duly authorized to sign the Proposal on behalf of the Consultant:**[*insert complete name of person duly authorized to sign the Proposal*]___________

Title of the person signing the Proposal: [*insert complete title of the person signing the Proposal*] ______

Signature of the person named above: [*insert signature of person whose name and capacity are shown above*] _____

Date signed [*insert date of signing*] **day of** [*insert month*], [*insert year*] _____

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.