



West Bengal Inland Water Transport, Logistics and Spatial Development Project

West Bengal Transport Infrastructure Development Corporation Limited

(An Undertaking of Govt. of West Bengal under Transport Department)

Request for Proposals for

“APPOINTMENT AGENCY FOR TRAINING COORDINATOR FOR INLAND WATER TRANSPORT SERVICES”

Issued By

**West Bengal Transport Infrastructure Development Corporation
Limited**

(An Undertaking of Govt. of West Bengal under Transport Department)

RFP No: WBIWTLSDP/2022/467/2nd Call

RFP Issue date: 04/10/2023

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: Appointment Agency for Training Coordinator for Inland Water Transport Services

RFP Reference No.: WBIWTLSDP/2022/467/2nd Call

Loan No.: IBRD-91760

Country: India

Date: 04/10/2023

Dear Interested Consultants:

1. The *Government of West Bengal (GoWB) through 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 *West Bengal Inland Water Transport, Logistics and Spatial Development Project*. The West Bengal Transport Infrastructure Development Corporation Limited (WBTIDCL), 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 *WBTIDCL* 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 WBTIDCL shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Client now invites online proposals to provide the following consulting services (hereinafter called “Services”) Appointment Agency for Training Coordinator for Inland Water Transport Services Area under West Bengal Inland Water Transport, Logistics and Spatial Development Project.
3. This electronic Request for Proposals (RFP) has been addressed to the interested eligible Consultants.

4. It is not permissible to transfer this RFP to any other firm.
5. A firm will be selected under Quality and Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" July 2016, revised in November 2017 and August 2018 ("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 (Time Based)

6. The RFP is available online at www.wbtenders.gov.in or downloading free of cost for the consultants only. The consultant would be required to register on the website, which is free of cost, and would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated prior to the submission of proposals. For submission of a proposal online at the web address indicated above, the Consultant is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities. The list of the authorized Certifying Authorities can be found from the link <http://www.cca.gov.in>.
7. Details on the proposal's submission date, and time are provided in ITC 17.4. The e-procurement system would not allow any late submission of proposals.

Yours sincerely,

State Project Director,

West Bengal Transport Infrastructure Development Corporation Limited
Transport Department, Paribahan Bhaban – II,
E.M. Bye-Pass & Rashbehari Connector Intersection
(C.S.T.C. Kasba Depot Compound)
Kolkata - 700107
E-mail: wbtidc@yahoo.com

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 Regulations” means Procurement Regulations for IPF Borrowers of date specified in the **Data Sheet**
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the loan agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to

supplement, but not to over-write, the provisions of the ITC.

- (j) “Day” means a calendar day, 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.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “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.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants through e-procurement system, based on the SPD - RFP.
- (t) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client in e-procurement system, as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (w) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

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

b. Conflicting Assignments

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

c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the

Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

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

5. 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), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

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

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

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

above:

a. Sanctions

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

b. Prohibitions

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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for 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 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 e-procurement system specified in ITC 17.1 provides for online clarifications. The Consultant may request an online clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of 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 online in accordance with procedure described in **Data Sheet**. The amendment shall be binding on all shortlisted Consultants.

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 online a modified Proposal

or a modification to any part of it at any time prior to the proposal submission deadline in accordance with the procedure described in the **Data Sheet**. 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

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP. The

and Content

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

17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising

Proposals

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 shall be done electronically through the website and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected.

- 17.2 An authorized representative of the Consultant shall digitally 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 scanned and uploaded together with 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. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.

- 17.3 Consultants should be aware that the electronic procurement system does not allow for any modifications, revisions, interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause ITC 13.2.

- 17.4 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.

- 17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system’s functionality requirements are specified in the **Data Sheet**.

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. Online Opening of Technical Proposals

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the **Data Sheet** and this could be viewed online by the shortlisted Consultants. The short-listed consultants or their authorized representatives may attend the online opening in person if this option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (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 the folder with the Financial Proposal in the portal; and (iii) 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. Online 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 by sending a notification through the means indicated in the **Data Sheet**, 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 if indicated in ITC 23.5 location of the online public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify 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 if indicated in ITC 23.5 location of the online public opening and invite them for the opening of the Financial Proposals.

23.3 If the ITC 23.5 provides an option of attending in person, 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) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened online by the Client's evaluation committee as described in the **Data Sheet**. 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 first and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online

simultaneously. The records of the opening shall remain on the portal for the information of the Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening.

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 e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures and there is therefore, no scope of discrepancy and need for the Client's evaluation committee to correct any computational or arithmetical errors.

The Client's evaluation committee will 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 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.

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

• 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 and meet eligibility requirements.

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

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by

Negotiations

the Client and the Consultant's authorized representative.

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

30. Standstill Period

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

31. Notice of Intention to Award

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

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

32. Notification of Award

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

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

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

33. Debriefing by the Client

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

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

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client

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

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

34. Award of Contract

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

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

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

E. Data Sheet

ITC Reference	A. General
1 (b)	The date of the Applicable Regulations is: “ Procurement Regulations for IPF Borrowers ” July 2016, revised in November 2017 and August 2018 (“Procurement Regulations”),
1 (c)	<i>India</i>
2.1	Name of the Client: West Bengal Transport Infrastructure Development Corporation Limited Method of selection: <u>Quality and Cost Based Selection (QCBS)</u> as per the World Bank Procurement Regulations July 2016, Revised in November 2017 and August 2018 (available on www.worldbank.org).
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Appointment Agency for Training Coordinator for Inland Water Transport Services.
2.3	A pre-proposal conference will be held: No
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As per information mentioned in the Term of reference
4.1	<i>N.A.</i>
6.3.1	A list of debarred firms and individuals is available at the Bank’s external website: www.worldbank.org/debarr

6.3.5	Deleted
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>The Technical Proposal comprising:</p> <ul style="list-style-type: none"> (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 <p>AND</p> <p>The Financial Proposal (if applicable) comprising:</p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p> <p><i>[Already included in Form TECH-1]</i></p>

11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p>
12.1	<p>Proposals must remain valid for 180 days after the proposal submission deadline.</p>
12.4	<p>Any extension of validity period will be hosted on e-procurement portal and an e-mail will be sent to each short-listed Consultant. The Consultants may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in Data Sheet 2.3.</p>
13.1	<p>Clarifications may be requested till the mid night of 11.10.2023 by email at wbtide@yahoo.com.</p> <p>The Clarification to the query will be uploaded on the website, the Interested consultants are requested to regularly check the website https://wbtenders.gov.in for any update.</p>
13.1.1	<p>The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.</p> <p>The Interested Consultants shall remain responsible to view amendment to RFP.</p>
13.1.2	<p>The Client if required may host extension of submission deadline on the e-procurement portal.</p>
13.2	<p>A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal before the deadline for submission of proposals.</p> <p>(a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the 'Proposal'.</p> <p>(b) For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>(c) The modification and consequential re-submission of proposals is allowed any number of times.</p> <p>The above will be as per procedures and rules of e-procurement portal of https://wbtenders.gov.in.</p>

14.1.1	Not Applicable
14.1.2 (Do not use for Fixed Budget method)	Estimated input of Key and Non- Key Experts' time-input: Key Experts: - 204 Man months Non-Key experts: - 187 Man months
14.1.3 for time-based contracts only	N.A.
14.1.4 and 27.2 use for Fixed Budget method	Not Applicable.
15.2	The format of the Technical Proposal to be submitted is: FTP (Full Technical Proposal) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<i>A sample list is provided below for guidance. Items that are not applicable should be deleted; others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms.</i> (1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> (2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i> (3) <i>cost of office accommodation, including overheads and back-stop support;</i> (4) <i>communications costs;</i>

- (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)] **Expense of Exposure Visit - The cost of exposure visit should be on the actuals. This will be reimbursed and prior approval needs to be taken from Client. Separate sheet FIN 4(PC) is for Provisional Sums. Provisional Sums should not be merged with reimbursable (Fin-4).***

(suggestive for provisional sum) :-

Components of Exposure visits

1. The participants shall be accompanied and assisted throughout the tour by an English-speaking Tour manager, representative of the Training Agency at all locations.
2. The Training Agency shall arrange the boarding and lodging facilities for the participants. Accordingly, the expected costs for the same shall be included in the financial quotation.
3. The accommodation for the participants shall be made at a 4-star property at all destinations.
4. The travel shall be arranged in Business Class of Flag carrier Airline for top management and in Economy Class of the same for others.
5. Assistance shall be provided for visa procedures and currency exchange, along with making all the necessary arrangements for the same.
6. Travel and health insurance shall be arranged for all participants.
7. The working lunch, snacks and tea during the tour shall be provided and the cost for the same shall be included in the financial quotation.
8. The Training Agency shall have in place risk management procedures that enable prompt action to redress any unsatisfactory or unfortunate development associated with the implementation of any aspect of the tour.
9. A training travel kit shall also be prepared and distributed to all participants, containing printed itinerary, training leaflet(s), letter pad, pen, pencil and other necessary items for the exposure visit.

Role of Training agency for Exposure visits

1. The Training Agency shall conduct a pre-visit session (preferably a short offline training) with all the participants prior

	<p>to their departure and lay the background, expected outcomes and expectations from the visit. The Pre-visit session shall happen at least 3 days prior to the date of departure for the respective visit.</p> <p>2. The Training Agency shall also brief about the arrangements and hand over the detailed itinerary in hard as well as soft copy to all the participants.</p> <p>3. The participants shall be informed of all necessary travel arrangements in a timely fashion.</p> <p>4. The Training Agency shall execute the approved itinerary with implementation of workshops, site visits, interactions with relevant officials, at various locations decided in the tour.</p> <p>5. All the managerial support like provision of subject-matter experts, approvals & communications with relevant authorities and coordination for conduction of field visits shall be provided by the Training Agency.)</p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i> .</p>
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>No.</p>
16.3	<p>Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in</p> <p>Consultants (Foreign and Domestic) are responsible for payment of all taxes as applicable in India.</p> <p>The Client will reimburse the Consultant for only Goods & Services Tax (GST) if claimed separately.</p> <p>The above only are to be shown separately in the financial proposal.</p>
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>In Indian Rupees (INR)</p> <p>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes., In INR</p>
<p>C. Submission, Opening and Evaluation</p>	

17.1

The Consultants have to submit their Proposals electronically through <https://wbtenders.gov.in>.

Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the Website <https://wbtenders.gov.in>.

The Technical Cover should contain only the Technical Proposal, if any Financial Information is found in the Technical Proposal the proposal may be considered rejected.

The Financial Cover should contain the Financial Proposal (Form FIN 1 to FIN 4).

Each consultant is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.

Shortlisted consultants willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging in to <https://wbtenders.gov.in> the contractor is to click on the link for e-Tendering site as given on the web portal.

The shortlisted consultants can search & download the RFP Document electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

Date & Time Schedule: -

S. No.	Particulars	Date & Time (in IST)
1.	Date of Publishing RFP Documents	04/10/2023
2.	Download Start Date	04/10/2023 09:00 Hours
3.	Pre-Proposal Meeting	N/A.
4.	Proposal Submission/Upload Start Date	18/10/2023 15.00 Hours
5.	Proposal Submission/Upload End Date	28/11/2023 16:00 Hours
5.	Date of Opening of Technical Proposal	28/11/2023 16.30 Hours
6.	Date of opening of Financial Bid	To be notified later

17.4	<p>The Proposals must be uploaded on the e-procurement portal no later than:</p> <p>Date: <i>as indicated in BDS 17.1</i></p> <p>Time: <i>as indicated in BDS 17.1</i></p>
17.5	<i>None</i>
19.1	<p>The procedure for online opening of technical proposals shall be: <i>Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.</i></p> <p>Date: <i>as indicated in BDS 17.1</i></p> <p>Time: <i>as indicated in BDS 17.1</i></p> <p>Consultants have an option to attend the opening of the Technical Proposals in person. The online opening shall take place at:</p> <p>West Bengal Transport Infrastructure Development Corporation Limited Transport Department, Paribahan Bhaban – II, E.M. Bye-Pass & Rashbehari Connector Intersection (C.S.T.C. Kasba Depot Compound) Kolkata - 700107 E-mail: wbtidc@yahoo.com Country: INDIA</p> <p><i>[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]</i></p>
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals N/A
21.1 (For FTP)	<p>Part A:</p> <p>a) The firm should be in the consultancy training business for at least the last five years ending on 31.03.2023 (Registration certificate, Copies of PAN, TAN and GST registration).</p> <p>b) The firm should have an annual average turnover of INR 1.90 Crore or above from consultancy services in the last three financial years i.e., 2019-20, 2020-21, 2021-22 (Statutory Audit report or certificate from a practising chartered accountant to be attached).</p>

c) Minimum 3 assignments related to Training in transport-related sectors (Inland Water Transport services, Marine, Shipping, Port, etc.) in the last 7 years as on the date of proposal submission deadline. Out of which

- Minimum 1 assignment related to similar Training in Inland Water Transport services or related sectors in the last 5 years as on the date of proposal submission deadline.
- Minimum 1 assignment of experience conducting similar Knowledge Exchange Programs executed in the last 5 years as on the date of proposal submission deadline.

a) Experience in Developing an online “Training Management System” executed in the last 5 years

Copy of evidence of all the above requirements needs to be submitted along with the proposal as proof.

Part B:

The firms that comply with Part A will be evaluated per the criteria, sub-criteria and point system mentioned below

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

Evaluation Criteria		Points
(i)	<p>Specific Experience of The Consultant (As A Firm) Relevant to The Assignment.</p> <ul style="list-style-type: none"> • Experience assignments related to Training in transport related sectors successfully executed in the last 7 years (two marks for one project experience) – 6 Marks (Max) • Experience assignments related to Training in Inland Water Transport service or related sector successfully executed in the last 5 years (one mark for one project experience) – 2 Marks (Max) • Similar experience in conducting knowledge exchange programs executed in the last 5 years. (one mark 	12

	<p>for one project experience)- 2 Marks.(Max)</p> <ul style="list-style-type: none"> Experience of Developing online “Training Management System” executed in the last 5 years. (one mark for one project experience)- 2 Marks.(Max) <p>(Supporting documents, like completion or client certificate/ 80% payment certificate which will satisfactorily prove the work has been substantially completed, need to be submitted as proof.)</p>	
	Total Points (Criteria I)	12

(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 30

1. Technical approach and methodology: 20 points
2. Work plan: 5 points
3. Organization & Staffing: 5 points

[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]

(iii) Key Experts’ Qualifications and Competence for the Assignment:

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant, and CV of the team members should be attached}

Post	NOS	Marks
Key Experts		
Team Leader	1	10
IWT Expert	1	8
Marine Engg / Port Expert	1	8
Gender Expert/ Capacity Building Expert	1	8
Training Coordinators 1	1	6
Training Coordinators 1	1	6
Training Coordinators 1	1	6
Training Coordinators 1	1	6

Total points for criterion (iii): 58

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant

	<p>percentage weights:</p> <p>1) General qualifications (Relevant education, training,): 10%</p> <p>2) Adequacy for the Assignment (experience in the sector/similar assignments): 65%</p> <p>3) Relevant Training experience: 20 %</p> <p>4) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, existing Acts and Rules etc.): 5%</p> <p>Total weightage: 100%</p> <p>Total points for the three criteria: 100</p> <p>The minimum technical score (St) required to pass is: <u>70</u></p> <p>The consultant must qualify both Part A and Part B.</p>
21.1 [for STP]	Not Applicable
	Public Opening of Financial Proposals
23.1 and 23.2	<p>Notifications to the Consultants will be sent as following: The Client shall notify the Consultants online through e-procurement portal.</p> <p>Consultants have an option to attend the opening of the Financial Proposals in person through authorised representative.</p> <p><i>The opening shall take place at:</i> West Bengal Transport Infrastructure Development Corporation Limited Transport Department, Paribahan Bhaban – II, E.M. Bye-Pass & Rashbehari Connector Intersection (C.S.T.C. Kasba Depot Compound) Kolkata - 700107 E-mail: wbtidc@yahoo.com Country: INDIA</p> <p>Date: To be notified later</p> <p>Time: To be notified later</p> <p><i>[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]</i></p>

23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Mr. Saptarsi Pal, +91 9038156649 and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available</p> <p>The online opening procedure shall be as following:</p> <p>Financial proposals will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated in Data Sheet 23.2</p> <p>The procedure for notifying the Consultants on the results of the financial opening shall be as following: same as in ITC 23.2</p> <p>An option of presence in person is provided at the place, date and time as specified in Data Sheet 23.2</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>All prices shall be quoted in INR only.</p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other</p>

	<p>Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80, and</p> <p>P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	<p>D. Negotiations and Award</p>
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 15.12.2023</p> <p>Address: West Bengal Transport Infrastructure Development Corporation Limited Transport Department, Paribahan Bhaban – II, E.M. Bye-Pass & Rashbehari Connector Intersection (C.S.T.C. Kasba Depot Compound) Kolkata - 700107</p>
30.1 Standstill Period	Standstill period is not applicable.
31.1	<p>Procedure for notifying all Consultants whose financial Proposals were opened, the Intention to Award the Contract to the successful Consultant will be as follows: the Client shall notify the Consultants online through e-procurement portal.</p>
32.2	<p>The publication of the contract award information will be done as follows: on www.wbtenders.gov.in</p>
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date: 31.12.2023 at: Kolkata, West Bengal, India</p>

<p>35.1</p>	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: <i>Shri Amitabha Sengupta</i> Title/position: <i>Project Director</i> Client: West Bengal Transport Infrastructure Development Corporation Limited Email address: wbtidc@yahoo.com</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of this Request for Proposal; 2. the Client’s decision to exclude a consultant from the procurement process prior to the award of contract; and 3. the Client’s decision to award the contract.
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Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form.	2 pages
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	As Required
✓ 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	As Required
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	5 pages
✓		TECH-2B	B. Consultant's Experience	10 pages (Relevant Projects)
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	2 pages
✓		TECH-3B	B. On the Counterpart Staff and Facilities	2 pages
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	20 pages
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	5 pages
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	7 pages per CV (specific experience and qualification to be mentioned only)

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal. The Technical Forms should be duly filled, signed, scanned and uploaded in the technical folders of the e-tendering portal.

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

State Project Director,
West Bengal Transport Infrastructure Development Corporation Limited
Transport Department, Paribahan Bhaban – II,
E.M. Bye-Pass & Rashbehari Connector Intersection
(C.S.T.C. Kasba Depot Compound)
Kolkata - 700107

Dear Sir:

We, the undersigned, offer to provide the consulting services for **Appointment Agency for Training Coordinator for Inland Water Transport Services** in accordance with your Request for Proposals (RFP) dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal in a separate envelope.

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period 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 regarding Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, sub-contractors, 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) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and other relevant laws.
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract based on 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.
- (f) Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH): [select the appropriate option from (i) to (iii) below and delete the others].
We [where JV, insert: “including any of our JV members”], and any of our sub-consultants:
 - (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
 - (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
 - (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

FORM TECH-2 (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

Provide here a brief description of the background and organization of your firm including Partners description.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [7] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a firm. 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 INR equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009– Apr.2010}	{e.g., “Internal Audit of EAP Project /Government Department/ Government Companies}	{e.g., Ministry of, country}	{e.g., INR 10 Lacs}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Statutory Audit of EAP Project/ Government Department/ Government Companies.....}	{e.g., municipality of....., country}	{e.g., INR 20 Lacs}	{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 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)

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 ^o	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. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.



Full time input



Part time input

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

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

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

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}	
Training Task undertaken and experiences	

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}

Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

THERE SHOULD NOT BE ANY PRICE QUOTED IN THE TECHNICAL PROPOSAL, ALL PRICE SHOULD BE QUOTED IN THE FINANCIAL COVER ONLY, IF ANY PRICE IS QUOTED IN THE TECHNICAL PROPOSAL, THEN THE PROPOSAL MAY BE CONSIDERED REJECTED

ALL THE FORMS (FIN -1 TO FIN -4) SHOULD BE UPLOADED IN THE FINANCIAL COVER ONLY. THE FORMS SHOULD BE DULY FILLED, SIGNED, SCANNED AND UPLOADED IN THE FINANCIAL FOLDERS OF THE E-TENDERING PORTAL (ONLY THE UPLOADED PDF FILE SHALL BE CONSIDERED FOR EVALUATION)

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:
State Project Director,
West Bengal Transport Infrastructure Development Corporation Limited
Transport Department, Paribahan Bhaban – II,
E.M. Bye-Pass & Rashbehari Connector Intersection
(C.S.T.C. Kasba Depot Compound)
Kolkata - 700107

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.

No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	INR			
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {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 at prevailing rates}				
(ii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				
<u>Provisional Sum (Not to be part of financial evaluation)</u>				
<u>Provisional cost for exposure visit (breakdown to be provided)</u>	69,00,000.00			

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)				{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							

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity				{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.

FIN 4(PC)- BREAKDOWN OF PROVISIONAL COST (NOT FOR FINANCIAL COMPARISON)

B. Provisional Expenses								
Nº	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity				{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								

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None



Contact for Tender Filling and Documentation

Mob No.: +91 - 9630030343

Helpline: - 18008892553

Email ID:- proposal@tenderstime.com

Website:- www.tenderstime.com



Contact for Tender Filling and Documentation

Mob No.: +91 - 9630030343

Helpline: - 18008892553

Email ID:- proposal@tenderstime.com

Website:- www.tenderstime.com

Section 6. Fraud and Corruption

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

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section 7. Terms of Reference

Terms of Reference

Training Coordinator for Inland Water Transport Services West Bengal Inland Water Transport, Logistics & Spatial Development Project (WBIWTLSDP)

Introduction

India has about 15,500 km of navigable waterways which comprise of rivers, canals, backwaters, creeks, etc., out of which nearly one third (about 4590 km) are in the state of West Bengal. The cargo transportation by inland water transport (IWT) has increased by 44% in the region. The number of passengers moved by IWT in West Bengal is the highest and has also shown a growth of 7.5%. River transport has been identified by the Government of India as an under-leveraged component of connectivity and West Bengal stands to benefit from better harnessing such potential.

West Bengal Transport Infrastructure Development Corporation Limited (WBTIDCL), a parastatal of Transport Department, Government of West Bengal (GoWB) is implementing the West Bengal Inland Water Transport Logistic and Spatial Development Project (WBTLSDP) with funding from the World Bank. The project has the objective to enhance spatial development, reduce accessibility constraints and enable efficient movement of passengers and freight on inland waterways with focus on passenger and river safety, by strengthening institutional coordination and capacity, investment prioritization and infrastructure interventions.

A key objective of the project is to modernize the sector and increase organizational effectiveness of the Transport Department including IWT related units through institutional capacity strengthening, training and skill development. Various IWT related capacity building initiatives are being supported under the project, namely, development of Institutional Strengthening and Business Planning (ISBP), Training Needs Assessment (TNA) study of Transport Department and its subsidiaries, and preparation of 5-year Training Plan.⁴ However, so far, a systematic program to deliver training is not in place. Building on ongoing activities, this consultancy will coordinate and deliver training to relevant officials and stakeholders to improve IWT services in West Bengal.

Background

To improve the services of the Inland Water Transportation (IWT) for both passengers and cargos, sustainable management of the three elements namely the Navigable Waterway, Terminals and Infrastructure, and Vessels is essential. IWT at the forefront involves constructing green assets such as vessels, managing navigability of waterways, marketing, vessel operations, terminal operations, surveying, construction, repair and maintenance etc. and delivery of effective services in the context of long term business goals. The strategy, development and operations of IWT sector is effectively and efficiently possible only if the manpower is trained and educated across disciplines and at different levels. The human resource needs to be trained and regularly improved with appropriate knowledge and skills. The users of the IWT also need to be made aware of the sector with regards to functioning of the sector including advantages of the sector, incentives, documentation, environment and safety.

⁴ TNA and training plan will be provided to the consultant.

There are various statutory regulations on training in IWT sector which provide a basis of skill enhancement. The inland vessels are governed by Inland Vessel Act 2021 and Inland Vessel regulations enacted by the Central Government and by the state of West Bengal. Training, examination and certification of Inland vessel crew is covered by the "Inland Vessel Manning Rules 2021" enacted by the competent authority Inland Waterways Authority of India. As per the rules, the inland vessel crew should undertake courses as relevant to their 'Certificate of Competency' at an approved training institute. Courses for Surveyor's, Trainers, Pilots, Trainers and Examiners are also likely to be promulgated for implementation of the Inland Vessel Act 2021.

The main organizations and units focusing on IWT services in the State include the following:

- **Transport Department, Govt of West Bengal (TD)** – The Department deals with a wide spectrum of public services such as issuance of driving licenses, registration of vehicles, issuance of permits, operation of public transport services, development of transport infrastructure, and promotion of private sector investment in transport sector in the State. The Department aims to provide an efficient, transparent, and smart transport system for the State
- **Inland Water Transport Directorate (IWT-D)** – The Directorate under the TD is overall in-charge of IWT operations and regulation of IWT sector, statutory authority for registration of mechanically propelled & non-mechanically propelled vessels and responsible for certifying vessel crew
- **West Bengal Transport Infrastructure Development Corporation (WBTIDC)** – WBTIDCL is a parastatal of TD responsible for Infrastructure development and procurement agency for transport sector in West Bengal, including construction / upgradation of jetties, vessels and navigation facilities etc.
- **West Bengal Transport Corporation (WBTC) – West Bengal Surface Transport Corporation (WBSTC)** is the entity under WBTC is the state-owned transport undertaking, responsible for running ferry services in the State. Additionally they operate buses in KMA area. WBSTC is responsible for operation and maintenance of jetties and vessels amongst others

The IWT professional staff include:

1. IWT-D - 20 permanent employees and 9 contractual staff, totalling 29 nos personnel
✓ Managerial - 2 nos., Technical - 4 nos., Support - 14 nos. (Contractual staff's contract not renewed)
2. WBTIDC - 18 permanent employees and 74 contractual staff, totalling 92 nos. personnel
✓ Managerial - 3 nos., Technical - 17 nos., Operations - 47 nos., Support- 25 nos.
3. WBTC - 83 permanent employees and 16 contractual staff, totalling 99 nos. personnel
✓ Managerial - 1 no., Technical - 39 nos., Operations - 48 nos., Support- 11 nos.

In addition there are approxately 925 field staff, including:

- a. Vessel Crew (Master, Driver, Sukhani, Laskar and Bhandhari)
- b. Traffic conductors
- c. Terminal-in-charge
- d. Asset team including record keeper and jetty staff

The institutional structure and details of all entities under the Transport Department are described in detail in ISBP report.⁵ To achieve the development of efficient and safe IWT sector in the State, it is essential that continued training and capacity building activities are undertaken on a regular basis. Training of staff/ employees in these organizations and units outside of TD but associated with IWT services are also envisaged to be carried out to ensure delivery of high quality IWT services in West Bengal.

Rationale for the Assignment

At present, no organized training is being carried out in any of the cells in the Transport Department. There is as no training policy available for providing formal training to people associated with IWT services and no process is in place to assess the training needs. Currently there are no procesess for imparting training with the purpose of career growth / promotion in the organization. Very minimal on-the-job training for crew is provided at the time of induction; and skill upgradation training on technological advances are not provided on continuous basis. No systematic training is provided for technical or operational staff at any level. Also, there is no dedicated allocation of resources for training, except under the Jaladhara scheme, where funds are allocated on an annual basis for training boatmen.

A Training Needs Assessment (TNA) for transport and IWT services was carried out as part of ISBP study. Based on which a detailed 5-year training plan has been prepared with recommendations on curriculum and the program for training⁶ developed. The suggested trainings are broadly classified into the following categories:

1. Orientation
2. Technical training/(infrastructure, Management, Operations, services/ users)
3. IT & System Training
4. Compliance
5. Soft Skill Training
6. Niche/ Safety Training

In view of the above, WBTIDC intends to engage a **training management consultant ("the consultant")**, with the main task of coordinating with the various institutes of repute with experience and capability of imparting training in the IWT sector, and organize trainings to IWT employees / TD staff and other related organizations supporting IWT services.

The assignment includes:

- i. **Coordinating with reputable training institutions to conduct training** for the managerial, technical, operational staff, field staff (such as vessel crew (master, driver, sukhani, laskar and bhandhari) including persons involved in construction activities such as vessel construction); traffic conductors, terminal-in-charge, asset team including record keeper and jetty staff in the West Bengal Transport Department; **specific focus should be**

⁵ ISBP report will be provided to the consultant.

⁶ TNA and training plan will be provided to the consultant.

on providing training to female officials to support their carrer development and employment opportunities.

- ii. **Organizing knowledge exchange and Study Tour/ Exposure Visits** to share best practice in relevant fields of IWT sector
- iii. **Setting up online training platform, including monitoring and evaluation**

There are over 100 maritime training institutes in the country, including several in Kolkata, that are approved by the Directorate General of Shipping and offer relevant training on a regular basis. The courses offered by these institutes should be assessed for their relevance for West Bengal, and partnership be formed with these institutes to customize and delivery courses to employees/staff of the Transport department in West Bengal.

Objective and Target Audience

The main objective of the assignment is to enhance the knowledge and skills of the key workforce in the Transport Department to effectively manage and improve IWT services in West Bengal. This is part of the longer term objective to improve passenger convenience, freight movement, safety and service delivery of IWT services and is in line with the sectoral vision that envisions a complete transformation of the IWT into a “state of the art” service delivery sector, with a much greater size, scale and breadth of waterways operations. Specific objectives include:

- To enhance managerial, technical and operational and construction related knowledge & skills of the people employed in the IWT sector
- To educate employees and IWT related stakeholders on the new and innovative techniques in the IWT sector
- Support gender inclusivity, employment, skill development and job growth of women in IWT sector
- To increase administrative capacity of the Transport Dept
- To improve compliance with the relevant IWT rules and regulations

The main target audience of the training include managerial, administrative, technical and operational staff working in IWT-D, WBTIDC and WBTC, field staff working in the jetties, terminals etc. It also includes persons involved in construction of vessels or other IWT infrastructure that require training in specialized construction and operational skills. Percentage of women to be trained should be in accordance with the results framework and targets agreed in the WBIWTLSDP Project Appraisal Document (this will be shared with the consultant).

Scope of Work

Scope of Services covers following tasks and sub-tasks described below:

Task - 1 Organizing and Delivering Training

As estimated 80 trainings are to be delivered for personnel and field staff (see Appendix- I) which is an indicative list. The consultant should use its expertise to confirm and make improvements in coordination with the Project Director.

The consultant should organize and deliver these training in the following two phases:

- **Phase 1: Priority training for the first 6 months after contract signing:** The consultant should identify the lists of priority topics and participants who will receive training during the first 6 months of the assignment, and identify and coordinate with the relevant partner institutions to deliver these courses.
- **Phase 2: Training for the remaining period:** The consultant should organize and deliver training for the remaining estimated 2.5 years according to the consolidated training curriculum and schedule described in the subtasks below. All training will be managed via the online Training Management System (TMS, see Task 3) which is expected to be functional within 6 months of contract signing.

Task 1 has been further detailed out in the sub-tasks given below. Detailed deliverable timeline for both Phase 1 and Phase 2 can be found in the subtasks description below.

Sub-Task - 1.1 Identify and Develop Partnership with Relevant Training Institutions

In accordance with the proposed list of topics provided in Appendix, the consultant should identify training institutions that offer relevant courses, review and assess the relevance of their training material and methods for West Bengal, and establish collaboration with these training institutions to customize (if required) and deliver the courses for West Bengal. In addition to content, the consultant should also ensure that the training institutions will engage experienced, qualified and if possible, certified trainers to deliver the trainings. For Crew and Field Staff trainings, the training institutions should have the requisite infrastructure and equipment to conduct the desired trainings. The consultant should support the preparation of Memorandum of Understanding or contracts for engaging these training institutions. The final selection of the institution for conducting the desired trainings is to be approved by the State Project Director.

Deliverable:

Phase 1: The list of priority courses as well as the list of recommended partner training institutions for offering these priority courses **for the first 6 months**, should be submitted within 1 month from contract signing.

Phase 2: The list of recommended courses and partner training institutions and an assessment of their offering **for the entire assignment duration** should be submitted within 2 months from contract signing.

Sub-Task - 1.2 Preparation of Consolidated Training Curriculum

Based on the content offered by these partner training institutions, the consultant should prepare a consolidated curriculum covering each training program. The curriculum should include:

1. Course outline, with its objective and scope

2. Description of course contents
3. Training modules/ sessions to be conducted and a summary description of each module/session
4. Qualification of proposed trainer(s)
5. Responsibilities of the trainer(s)
6. Course delivery method
7. Prerequisite qualifications of the targeted audience
8. Expectations from participants/ course learning Outcomes

For each training program, the curriculum should have to be submitted and approved by the nodal officer of the respective organizations and unit in the TD.

The consultant should coordinate with the partner training institutions to obtain the training materials for each training program in electronic version, and upload them to the TMS once it's developed two weeks before the delivery of each course. This may include, but is not limited to, presentation, case study, manual, workbook and exercise. For training materials that are only available in hardcopy, the consultant should convert them into electronic files. The consultant should also provide handouts / softcopy of relevant training material to each participant.

Deliverables:

Phase 1: The consolidated curriculum for the priority courses **for the first six months** should be submitted within 1.5 months from contract signing.

Phase 2: The consolidated curriculum **for the entire assignment duration** should be submitted within 3 months from contract signing, and detailed training materials can be updated two weeks before the delivery of each course.

Sub-Task - 1.3 Preparation of Training Schedule

In coordination with the partner training institutions, the consultant should develop a time-based Training Schedule, accounting for all the associated activities and covering all the trainings to be conducted. This should be done in consultation with nodal officers in respective organisations and unit and should be approved by the State Project Director, WBIWTLSDP. The Training Schedule should include the following:

1. Availability of participants, avoiding any conflicts between trainings and ensuring minimum disruption caused in regular office/ field work
2. In cases where a particular training program requires specialized software or learning material(s), the training schedule will need to take these considerations into account so as to ensure its full access to all participating trainees and personnel during the sessions.
3. For each training program, the training schedule should include:
 - i. Participants
 - ii. Tentative starting date
 - iii. No. of hours / days required for completion
 - iv. Pre-requisites, if any

Deliverables:

Phase 1: The training schedule for the priority courses **for the first six months** should be submitted within 1.5 months from contract signing.

Phase 2: The training schedule **for the entire assignment duration** should be submitted within 3 months from contract signing.

Sub-Task - 1.4 Delivering Training

The consultant should coordinate with the training institutions to ensure that the training programs are delivered as per the approved Training Scheduled at the designated venue. The trainings should be delivered either offline or online, based on the curriculum and need. All training materials should be made available in the TMS once they are developed.

- i. **Offline Training:** The consultant should be coordinating with the training institutions to deliver the training programs. The availability and functioning of necessary hardware and logistics should be ensured by the consultant. The consultant should ensure that training kits containing training handout(s), letter pad, pen, pencil and other necessary items are provided for the participants. The training kit should also include a pen drive of the softcopies of the training material.
- ii. **Online Training:** For training programs that are decided to be conducted online, the consultant should integrate these online modules where possible in the TMS, and provide support for smooth arrangement of the training in digital mode. The consultant should prepare digital training kit and other necessary arrangement for conducting the eTraining.
- iii. **Training of Trainers:** To ensure knowledge transfer from the partner training institutions to the TD, involvement of trained personnel/ mentors/ trainers from within the TD may be required for sustainable administering of the training programs. The consultant should identify trainers from within the TD, who should be nominated to administer some training programs in collaboration with training institutions, and develop a Training of Trainers program based on their subject experience.
- iv. **Monitoring:** All the training programs conduction should be monitored to ensure maintenance of attendance, timely reporting, discipline, etc. These information needs to be recorded in the TMS.
- v. **Certification & Accreditation:** The consultant should coordinate with the training institutions to issue training certificates to the participants subject to successful completion of training and assessment of qualification for a program.

Task - 2: Organizing Knowledge Exchange Events and Exposure Visits

The consultant should organize knowledge exchange training program and exposure visits to for personnel and staff to learn from other good practice experiences and best practices in the relevant field of IWT sector in the country and abroad.

An estimated 19 Knowledge Exchange program and 4 Study Tour/ Exposure Visits (one overseas study tour and 3 domestic exposure visits) should be conducted as part of exposure training.

The above-mentioned task has been further detailed out in the sub-tasks given below.

Sub-Task – 2.1 Conducting Knowledge Exchange program

An estimated 19 nos. Knowledge Exchange program should be conducted for selected personnel from the concerned Organisations and unit in the Transport Department with the objective to experience best practices in the relevant field of IWT sector.

The Knowledge Exchange Training program should be conducted for 1-2 days in the form of a workshop, seminar, presentation case study, guest lecture and interaction with officials/ experts of various IWT authorities and private sector players. The list of Knowledge Exchange program is given in Appendix.

Sub-Task - 2.2 Organizing Study Tour/ Exposure Visits

4 nos. Study Tour/ Exposure Visits should be conducted for selected personnel from the concerned Organisations and unit in the Transport Department with the objective to get exposure to best practices in the relevant field of IWT sector. There should be one overseas study tour and three domestic exposure visits for 3 -5 days each. The study tour/ exposure visits are given in Appendix and are as follows:

1. **Overseas Study Tour** - Visit to successful multi-modal integration IWT projects around the world in countries like Vietnam, China, Netherlands, Coratia etc. to get exposure in best practices and potential growth directions for IWT sector
2. **Domestic Exposure Visits** -
 - i. Site visit to successful projects in other States to get exposure on best practice for management and monitoring of IWT operations/assets
 - ii. Site visit to an IWT project that showcases a successful private sector involvement to get exposure on best practices for private sector involvement in IWT Sector
 - iii. Visits to other existing IWT systems and observing O&M procedures in states like Kerala, Maharashtra, and Assam to get exposure on best practices on Maintenance of IWT Assets

The consultant should identify and coordinate with the institutions or individual experts who will be receiving the delegations from West Bengal in these destiinations, and prepare comprehensive itinerary for the study tour/ exposure visits, with focus on imparting maximum exposure to the relevant field of IWT sector. The itinerary should be developed for a team consisting of up to 6 members from WBTC / IWT-D / WBTIDC for 3-5 days. The consultant should be responsible for arrangement of travel, accomodation, boarding and lodging and other logistics for the study tour/ exposure visits. This should be done in consultation with nodal persons in respective organisations and unit and should be approved by the Project Director.

Training travel kit should also be prepared and provided to all participants, containing printed itinerary, training leaflet(s), letter pad, pen, pencil and other necessary items for the exposure visit.

Task - 3 Developing an online “Training Management System”

The consultant should develop an online “Training Management System” (TMS) application covering training administration, feedback, assessment, evaluation, deliver of e-learning and learning management system categorised according to department and functions. This TMS will be the repository to house all training materials (i.e., video-taped lectures, e-learning modules, presentations, case studies) and resources (i.e., roster of experts, specialists, institutes of repute and consultants, reference materials). The TMS will also allow maintenance of records of training, examination, assessment and certification of inland vessel staff and should be compatible to be able to upload the details to the central database as per Inland Vessel act.

Deliverable: The TMS should be developed within 6 months of contract signing.

Task - 4 Training Assessment and Completion Report

Sub-Task - 4.1 Assessment of Training

Participant’s feedback/ appraisal at the end of the training program are to be obtained. Feedback/ appraisal should be obtained from at least 80% participants and ensure proper documentation. The feedback/ appraisal should be analysed for assessment of the training program and to be used for improvement in subsequent trainings. The consultant should systematically document baseline information on training, the number of staff/officials/personnel trained, disaggregated by gender.

The feedback questionnaire should cover the various components of the training conducted – curriculum, trainer and overall training program and impact (including gender disaggregated responses). Participant’s appraisal should be rated in a scale of 1 to 5 (where 1 stands for poor and 5 stands for excellent) on various parameters for each component. The ratings from all participants should be averaged to obtain a score for each component. In addition, a few subjective questions should be included in the questionnaire, to assess and evaluate the impact of training being provided including by gender. These subjective responses from the participants should be used to make recommendations for improvement in the training program and curriculum and broader capacity development for IWT in West Bengal.

Sub-Task - 4.2 Assessment of Study Tour/ Exposure Visits (Detail of plan to be provided in Tech proposal)

After completion of the each study tour/ exposure visits, detailed assessment and evaluation of the tour is to be submitted. The report should elaborate on the summary of seminars attended, sites visits conducted and interactions made with IWT officials during the visit. Feedback from all participants who were a part of the visit are to be obtained on outcome from the visits.

A 1-day seminar should be arranged wherein all overseas trainees should disseminate their learnings from the exposure visit. This should take place within one month of return, along with an action plan laying down ways to put the learnings to practical use.

Sub-Task - 4.3 Preparation of Training Completion Report

The consultant should submit Training Completion Report to respective nodal officer on completion of each training program including the training assessment by participants. The report should contain the training summary, participants' attendance data, copy of the training material(s), assessment report, and photo graphs, how training to women can be improved and recommendations for how future training program should be strengthened.

A final completion report, covering all the trainings and tour/ visits, should be submitted by the consultant on satisfactory completion of the assignment.

5. Role of WBTIDCL – Nodal Officer and Point of Contact persons for the assignment

WBTIDCL should nominate nodal officers for necessary guidance for this assignment.

- i. **Project Director** – The State Project Director (PD) of the WBIWTLSDP project will be the nodal officer for the assignment. The PD will be the final approving authority for the list of trainings, exposure visits, participants, guest speakers, modification of scope if required, etc.
The Consultant should work in corodination with the Project Management Unit (PMU) of WBIWTLSDP for delivering the assignment.
- ii. **Points of contact** – The Project Director shall nominate one person from each organization and unit to act as the point of contact for the respective organization and unit. They will be responsible for overseeing the training plan / schedule, conduction of trainings & exposure visits and monitoring & evaluation in respective organisation and unnt.

6. Key and Non Key Experts

No	Position		No	Person Month
1	Team Leader	<ul style="list-style-type: none"> Post-Graduation in MBA or equivalent with Graduation or equivalent 5 years' experience in developing of course materials and teaching 5+ years of experience in organizing training programs for private or government clients 3+ years' experience is organizing international exposure visits <p>Or 5+ years of experience in</p>	1	24

		<p>organizing domestic exposure visits</p> <ul style="list-style-type: none"> • Successfully completed at least 1 training project in the transport sector 		
2	IWT Expert	<ul style="list-style-type: none"> • Post Graduate degree with understanding of IWT sector facility development, operations and service • Experience of working in planning, designing, M&E of IWT services for 5 years or more • 5 years' experience in developing of course materials and teaching 	1	12
3	Marine Engg/ Port Expert	<ul style="list-style-type: none"> • Qualified Master Mariner and certified in VICT Course or Train The trainer course • DG approved faculty to be preferred • 5 years' experience in developing of course materials and teaching 	1	12
4	Gender Expert/ Capacity Building Expert	<ul style="list-style-type: none"> • Post Graduate degree with an understanding of gender and inclusivity aspects in transport project planning, development, operations, capacity building and service for more than 10 years. • Preference will be given to experience of working on gender in planning, designing, M&E of IWT services • 5 years' experience in developing of course materials and teaching 	1	12
5	Training Coordinators	<ul style="list-style-type: none"> • Graduation in any discipline and Business Administration or equivalent 	4	36 each x 4

		<ul style="list-style-type: none"> Desirable Qualification: Postgraduate in Human Resources or Operations Management 2+ years of experience in organizing training programs for private or government clients 		
	Total Experts Man months / Remuneration			204
Non Key expert				
6	Trainers	<ul style="list-style-type: none"> Graduate in any discipline with MS Office knowledge having minimum 5 years' experience in in organizing training programs for private or government clients 	4	36 each x 4
7	Exposure coordinator	<ul style="list-style-type: none"> Graduation in any discipline/ Business Administration or equivalent Desirable Qualification: Postgraduate in related disciplines 3+ years' experience in conducting exposure visits Fluency in English 	1	1
8	Associate	<ul style="list-style-type: none"> Graduation in any discipline/ Business Administration or equivalent 5+ years' experience in office management and support Fluency in English Good computer skill 	1	36
9	IT expert	Assess IT training requirements and identify gaps. Align project training objectives with the overall IWT sector strategy. Provide recommendations to	1	6

		improve IT-related aspects of the proposed solutions. MCA/ MBA (IT) with 10 years of experience in Data, Database, and MIS handling and Software Development. Training experience shall be preferred		
	Man Months Non-expert /			187

7. Period of Assignment

The assignment should be for a period of 3 years from the date of award of letter of intent/ work order/ signing of contract.

1. Deliverables, Milestone and Terms of Payment

SI	Deliverables and Milestones	Timeline	Terms of Payment
	Inception report	2 weeks from Contract signing	10% of contract
Task-1 (Phase 1) Organizing and Delivering Trainings (Priority 6 months training)	Completion and delivery of first 6 months of training program including <ol style="list-style-type: none"> 1. List of training institutions, training schedule, consolidated training schedule 2. Training Material 3. Training of Trainers 4. Organization and delivery of Trainings 5. Award of Certificates; Feedback and evaluation, training completion report 	6 months from contract signing	20% of contract
Task 1 (Phase 2) Organizing and Delivering Trainings (for remaining months)	Completion and delivery of 6 months of training program phased over 2 years including (same as above), namely, List of training institutions, training schedule, consolidated training schedule , Training Material, Training of Trainers, Organization and delivery of Trainings Award of Certificates; Feedback and evaluation, training completion report	12 -24 months from contract signing	40% of contract (10% to be paid at the end of every 6 months for four such periods.

Task-2 Organizing Knowledge Exchange Events and Exposure Visits	Training Schedule, iteneray of Study Tour/ Exposure Visits; Completion of Knowledge Exchange/study tours/ Training Programs/study tours, in accordance with scope of service, feedback and assessment and submission of Completion Report	Spread out evenly over contract period	10%
Task -3 Developing an online Training Management System	TMS operational	Within 6 months of contract signing	10%
Task -4 Training Assessment and Completion Report	Final Completion Report	At the end of 3rd year after commencement of services and on satisfactory completion of services	10%
For payment instalment's purposes – Provisional Sum will not be considered. Provisioanl sum amount will be disbursed as actual spent on the submission of invoices.			

Appendix
List of Courses

1. Training for managerial, technical, operation and support staff of IWT-D, WBTIDC and WBTC

S.N.	Course Name	Organisations and Target Participants	LEV EL	Number	Duration	Recommended Institutes/ Remarks
Orientation and Induction Courses						
01	IWT Industry (WB) <ul style="list-style-type: none"> Organisation Regulations Operations IWT Market 	Inland Water Transport Directorate (IWTD), West Bengal Transport Corporation (WBTC), West Bengal Transport Infrastructure Development Corporation Ltd (WBTIDC), Stakeholders Target Participants - Managerial, Technical, Operations and Support staff	A, B, C, D,U	152	4 days, 4 courses (40 each)	MTI and NINI
02	IWT Market and Opportunities <ul style="list-style-type: none"> IWT potential Px, cargo, cruise and tourism Govt. (Centre & State) Schemes & Policies for IWT Sector 	IWTD, WBTC, WBTIDC, Stakeholders (shipyards and operators) Target Participants - Managerial, Technical, Operations and Support staff	A, B, C, D,U	120 + 40	1 day, 4 courses (40 each)	MTI and NINI
03	Inland Vessel Act 2021, Inland Vessel Rules 2022 and law making process	IWTD, WBTC, WBTIDC, Stakeholders (shipyards and operators) Target Participants - Managerial, Technical, Operations staff	A, B, C, D,U	120 + 40	2 days, 4 courses (40 each)	MTI and NINI
Technical Training						
04	Meteorology, Survey	IWT-D and WBTC	B, C	20	3 days, 1 course	MTI

	and survey equipment	Target Participants - Technical and Operations staff				
05	Traffic data, Route selection Techniques, Costing, Tariff, Revenue and Financial Risk Management	IWT-D and WBTC Target Participants - Technical and Operations staff	B, C	41	6 days, 2 courses	MTI with IIT Roorkee (Transportation Engineering)
06	Environmental Safety, Pollution Control, Social Governance	IWT-D and WBITDC Target Participants - Technical and Operations staff	B,C	74	3 days, 2 courses (40 each)	MTI
07	Vessel Specification, Vessel Design and equipment on vessels	IWT-D Target Participants - Technical and Operations staff	B, C	31	3 days, 1 course	IMU-Vizag or IIT Roorkee
08	Tender document preparation, bid management, procurement, e-tendering	IWT-D , WBIDC and WBTC Target Participants - Technical, Operations and Support staff	B, C	40	4 days, 2courses	Hyderabad
09	Contracts and contract management and Safety during construction	IWT-D , WBIDC and WBTC Target Participants - Managerial, Technical and Operations staff	A, B, C	30	3 days, 1course	IIM, Kolkata
10	Repair and Maintenance of jetties/ terminals and vessels	IWT-D , WBIDC and WBTC Target Participants - Technical and Operations staff	B,C,D	80	3days, 2 courses	MTI and IMU Vizag, ISBT Goa
11	Inventory data Management and Record Keeping	IWT-D , WBIDC and WBTC Target Participants - Technical, Operations and Support staff	C, D	30	2days, 1 course	MTI, ATI
12	Financing and	IWT-D , WBIDC and WBTC	B, C	10	2 days, 1 course	ATI, Arun Jaitley National

	Accounting	Target Participants - Operations and Support staff				Institute of Financial Management
13	HR Management and Database	IWT-D , WBTIDC Target Participants - Technical, Operations and Support staff	B, C	10	2 days, 1 course	VVGLI, IIM Kolkata
14	Training of Trainers	IWT-D , WBTIDC and WBTC Target Participants - Technical and Operations staff	B, C	20	5 days, 1 course	MTI
15	River Morphology, River Engineering and Modeling	IWT-D , WBTIDC Target Participants - Technical and Operations staff	B	10	5 days	IIT Roorkee, CWPRS, Pune
IT and Systems Training						
16	Website Management	IWT-D , WBTIDC and WBTC Target Participants – Managerial Technical and Support staff	B	6	3 days, 1 course	NIELT and MOOC Courses IIT Mumbai, SWAYAM + NPTEL Courses, SDC
17	MS Office or equivalent Software MS Word, Excel, PPT	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B,C,D	90	4 days, 3 courses	NIELT and MOOC Courses IIT Mumbai, SWAYAM + NPTEL Courses, SDC
18	Enterprise Resource Planning software	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B, C	20	2 days, 2 courses	NIELT and MOOC Courses IIT Mumbai, SWAYAM + NPTEL Courses
19	Structural software (STAAD, etc) and Advanced Drafting & Estimation Software	WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B, C	12	4 days, 1 course	Jadhavpur University, AMITY Kolkata

20	Project Management and Monitoring Software	IWT-D , WBTIDC and WBTC Target Participants - Technical and Operations staff	B, C	20	4 days, 1 course	IIM, Kolkata, AMITY Kolkata, ATI
21	Asset Management, Maintenance and Record Keeping	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B, C	60	4 days, 2 courses	MTI and IRS,
22	Operational and Financial Dashboards and Dashboard Management	IWT-D , WBTIDC and WBTC Target Participants - Managerial, Technical and Operations staff	B, C	50	4 days, 2 courses	NIELT and MOOC Courses IIT Mumbai, SWAYAM + NPTEL Courses
23	Traffic Planning software	IWT-D and WBTC Target Participants - Technical and Operations staff	B, C	25	3 days, 1 course	IIT Roorkee
24	Vessel Traffic and Management Systems (VTMS)	IWT-D and WBTC Target Participants - Technical and Operations staff	B, C	25	3 days, 1 course	MTI and OEM
25	Advance information system/ database monitoring software	IWT-D Target Participants - Technical, Operations and Support staff	B	10	2 days, 1 course	OEM
26	RIS/GIS based software	IWT-D Target Participants - Technical, Operations and Support staff	B	10	4 days, 1 course	IIGST, Jadhavpur University
27	Operational Management and Monitoring of vessels Software (RIS)	IWT-D Target Participants - Technical, Operations and Support staff	B	10	4 days, 1 course	MTI and OEM

28	Online job postings and applicant tracking	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B,C	10	2 days, 1 course	OEM
Compliance Training						
29	Communication SOPs (VHF)	IWT-D Target Participants - Technical, Operations and Support staff	C	20	2 days, 1 course	MTI
30	PPP laws and frameworks at central level	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B,C	20	2 days, 1 course	MTI Workshop
31	Risk Management and SOPs on safety of passengers at the jetty / ghat	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B,C,D	20	5 days, 1 course	MTI and NINI
32	Operational SOPs for IWT assets	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B,C,D	40	4 days, 1 course	MTI and NINI
33	Environment Compliances	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B,C,D	40	2 days, 1 course	MTI and NINI
34	Emergencies and Rescue Procedures	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B,C,D	40	3 days, 1 course	MTI and NDMA
35	Crowd management	IWT-D	B,C,D	20	5 days, 1 course	MTI

	and Passenger handling	Target Participants - Technical, Operations and Support staff				
Soft Skill Training						
36	Communication Skills	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	C, D	20	2 days, 1 course	MTI and SDC
37	Time Management	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B, C, D	102	1 day, 3 courses	MTI, SDC
38	Team Building	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B,C, D	144	1 day, 3 courses	MTI, SDC
39	Basic First aid	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	C, D	20	2 days, 1 course	MTI
Niche Trainings						
40	KPI Formulation	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B	20	1 day, 1 course	MTI
41	Social and Media management	IWT-D , WBTIDC and WBTC Target Participants - Technical, Operations and Support staff	B	10	1 day, 1 course	MTI
Totals					63 courses	

2. Training for Vessel crew and Surveyor's

SN	Course	Departments and Ranks	Number	Duration	Facilitators
1	Surveyor's Course	IWT-D, Surveyors	10	5 days, 1 course	MTI and NINI
2	3 Up-gradation/Revalidation Course for Masters	IWT-D , Master class I, II, III	400	4 to 6 days, 10 courses	MTI and NINI
3	3 Up-gradation/Revalidation Course for Drivers	IWT-D , Master class I, II, III	400	4 to 6 days, 10 courses	MTI and NINI
4	Five Basic Safety courses	IWT-D , All Vessel crew, Terminal and Ghat Staff	920	13 days, 23 courses	MTI and NINI
5	Conversion to GP Rating Course	Lascars, Greasers	280	5 days, 7 courses	MTI and NINI
6	Passenger Safety and Crowd Management	Master class I,II, III, Terminal operators and Ghat staff	520	5 days, 13 courses	MTI
7	Jalayatri Sahayak Course	Jalsarthis	240	5 days, 6 courses	MTI and NINI
8	Training of Trainers and Assessors (VECS)	Trainers and Examiners	30	10 days, 3 courses	MTI and NINI
Totals			2800	73 courses	

3. List of Workshops

SN	Workshop	Departments	Level	Max.		Facilitators
1	Development of ferry terminals, approaches, mobility between modes on riverine and high tidal range waterways	IWT-D , WBTIDC	A, B,C, U	40	1 day workshop	MTI, IMU Vizag, IWAI, IIT Chennai
2	Dredging contracts, Different types of dredging in alluvial rivers, operational and measurement issues and solutions thereof.	IWT-D , WBTIDC	A,B,C, U	60	1 day workshop	MTI, IMU Vizag, IWAI

3	Various models of PPP used in development, maintenance and management of waterways, development, management and operation of terminals, leasing and management of vessels	IWT-D , WBTIDC and WBTC	A,B, U	40	1 day workshop	MTI with IWAI, IWT Kochi, IWT Assam, IWT Goa, IWT AP, and IWT Gujarat and IWT Department of other states, Kolkata Port, Indian Port Association
4	Different types of Aids to navigation and navigation aids and River Information Systems to improve data collection, data dissemination, and data analysis for safe navigation, for planning and maintenance of waterway, monitoring and maintenance of navigation aids	IWT-D , WBTIDC, Port	A, B, C, U	40	1 day workshop	MTI, IMU Vizag, IWAI, IIT Chennai, DGLL
5	Design and construction of green vessels including fuel/power supply chain and crisis management thereof	IWT-D , WBTIDC, Shipyard	A, B, C, U	60	1 day workshop	MTI, IMU Vizag, IWAI, IIT Chennai, Llyods Register, IRS, DNV classification Society, DG Shipping
6	Socio Environment aspects of river training, dredging, cargo operations and vessel operations in rivers	IWT-D , WBTIDC	A, B, C, U	60	1 day workshop	MTI, Domain experts World Bank, IWAI
7	Best Practices in IWT Sector: Infrastructure, Tariff and Economics, Repair and Maintenance, Multimodal Integration, Vessel operation and design, Dredging and Fairway development, environment protection	IWT-D , WBTIDC, IWT department of other states, Maritime Boards	A,B,C,U and Contractor	100	2 days' 2 workshops	MTI, Domain experts, World Bank experts, EU, IWT Departments, Ports, IWAI, BIWTA, Vietnam, USA
8	Best Practices in IWT Sector: Training, examination and certification; promotion and modal shift; multimodal logistics; River Information Systems; Greening of vessels and terminals and	IWT-D , WBTIDC, IWT department of other states, Maritime Boards	A,B,C,U and Contractor	100	2 days' 2 workshops	MTI, Domain experts, World Bank experts, EU, IWT Departments, Ports, IWAI, BIWTA, Vietnam, USA

	Regulation and policies					
			Workshops		10	

4. List of courses for Passengers, Shippers and Users

SN	Name	User	Mode	Location/ Facilitators
1	Risks and mitigation measures for passenger transportation by IWT	Passenger users at Ghats	Physical and TV display, 8	8 ghats
2	Social and environment advantages of Inland Waterways Transportation and pollution prevention	Passenger users at Ghats	Physical and TV display, 8	8 ghats
3	Social, Economic and environment advantages of Inland Water Transportation as mode of transport	Shippers, logistics operators and truckers	Workshop, 1 seminar	Kolkata
4	Documentation in Inland Water Transportation	Shippers, logistics operators and truckers	1 day training, 2 courses	MTI
5	Opportunities for entrepreneurs in Inland Waterways Transportation Sector for Passenger, Cruise, cargo, sports and ferry movement	Shippers, logistics operators and truckers, entrepreneurs	1 day 2 workshops	Kolkata
6	Basic safety for passengers on boats, tourism crafts, water sports	Passengers, Shippers, logistics operators and truckers, entrepreneurs	3 hours, 5 courses	4 Ghats and at MTI
7	Women centric courses - finance & digital literacy, managing GBV, Constitutional rights, etc	NGOs and entrepreneurs	1 day, 4 courses	MTI
Totals			30	

5. List of exposure Trips

SN	Knowledge Exchange Program name (1-2 days)	No. of participants				Duration	Study Tour/ Exposure Visits
		IWT-D	WBTIDC	WBTC	TOTAL		
1	Best practices, infrastructure development, integration and potential growth directions for IWT	2	2	2	6	6 days	Visit to successful multi-modal integration IWT projects around the world in countries like Vietnam, China, London etc.

	sector						
2	Best practices for private sector involvement in IWT Sector	2	2	2	6	3 days	Site visit to an IWT project that showcases a successful private sector involvement
3	Best Practices for management and monitoring of IWT operations/assets	3	3	3	6	3 days	Site visit to successful projects in other States
4	Best Practices on Development, Maintenance and operations of IWT Assets		14	4	18	3 days	Visits to other existing IWT systems and observing O&M procedures in one of the states Kerala, Maharashtra, and Assam
	TOTAL (4 nos. Knowledge Exchange Training programs)				120		1 Overseas Study Tour and 3 Domestic Exposure Visits

PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: West Bengal Inland Water Transport, Logistics and Spatial Development Project

Loan No: IBRD-91760

Contract No. RFP No:

Assignment Title: Appointment Agency for Training Coordinator for Inland Water Transport Services

between

West Bengal Transport Infrastructure Development Corporation Limited

[Name of the Client]

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, West Bengal Transport Infrastructure Development Corporation Limited (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received 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: Code of Conduct (ES)

Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

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; and Appendix E [**Note to Client:** to be included for supervision of infrastructure (such as Plant or Works) contracts and for other consulting service where the social risks are substantial or high]. 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) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
- (f) **“Consultant”** means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant (if applicable).
- (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

- (j) **“Day”** means a working day unless indicated otherwise.
- (k) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH).
- (l) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **“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.
- (n) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (o) **“GCC”** means these General Conditions of Contract.
- (p) **“Government”** means the government of the Client’s country.
- (q) **“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.
- (r) **“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.
- (s) **“Local Currency”** means the currency of the Client’s country.
- (t) **“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.
- (u) **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (v) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

- (x) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (y) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s (if applicable) or Client’s Personnel.
- (z) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (aa) **“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.
- (bb) **“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 Bank'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 | <p>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.</p> <p>16.2 In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p> |
| 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 consider 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 fulfil any of its obligations hereunder shall not 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 because of Force Majeure.

17.8 During the period of their inability to perform the Services because 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 45 & 46.

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 46.1;

- (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 46.1.
- (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.

1.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to

carry out the Services.

- 1.3 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**

- 1.4 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.

- 1.5 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.

- 1.6 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 interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 43) 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 during, 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 Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) 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.

29. Code of Conduct

29.1 If specified in the **SCC**, the Consultant shall have a Code of Conduct for Experts (ES).

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided, including if applicable, on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel, and the local community if applicable.

D. CONSULTANT' S EXPERTS AND SUB-CONSULTANTS

- 30. Description of Key Experts** 30.1 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.**
- 31. Replacement of Key Experts** 31.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 31.2 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.
- 32. Removal of Experts or Sub-consultants** 32.1 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.
- 32.2 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.
- 32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 32.4 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

- 33. Assistance and Exemptions** 33.1 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

34. Access to Project Site

34.1 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 wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

35. Change in the Applicable Law Related to Taxes

35.1 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 Duties

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 39.1

36. Services, Facilities and Property of the Client

36.1 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**.

37. Counterpart Personnel

37.1 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**.

37.2 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.

38. Payment Obligation

38.1 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

39. Contract Price

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

39.2 Any change to the Contract price specified in Clause GCC 39.1 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**.

40. Taxes and Duties

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

40.2 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.

41. Currency of Payment

41.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

42. Mode of Billing and Payment

42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.

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

42.2.1 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.

42.2.2 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.

42.2.3 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.

42.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

42.2.5 With the exception of the final payment under 42.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

43. Interest on Delayed Payments

43.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, 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

44. Good Faith

44.1 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

45. Amicable Settlement

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

45.2 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 46.1 shall apply.

46. Dispute Resolution

46.1 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 Attachment shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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

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

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

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	<p>The addresses are:</p> <p>Client: West Bengal Transport Infrastructure Development Corporation Limited Transport Department, Paribahan Bhaban – II, E.M. Bye-Pass & Rashbehari Connector Intersection (C.S.T.C. Kasba Depot Compound) Kolkata - 700107 Attention : State Project Director Facsimile : ____ E-mail (where permitted): wbtidc@yahoo.com Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is ____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	The Contract shall come into force and effective on the date of signing of the Contract by the Client and the Consultants

12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>Not applicable</p>
13.1	<p>Commencement of Services: The number of days shall be 15 (fifteen) calendar days. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Contract duration shall be for 36 months.</p>
21 b.	<p>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</p> <p>Yes</p>

23.1	No Additional Provisions
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of value, equal to the value of the contract.;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of in accordance with the applicable law in the Client's country;</p> <p>(c) Third Party liability insurance, with a minimum coverage of in accordance with the applicable law in the Client's country;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p>
27.1	All Proprietary rights remain with the CLIENT
27.2	The Consultant shall not use any documents, software or project related information for purposes unrelated to this Contract without the prior written approval of the Client.
29. Code of Conduct	The Consultant is "not required" to have a Code of Conduct for Experts (ES).
32. Removal of Experts or Sub-consultants	<i>As per GCC</i>
33.1 (a) through (f)	<i>N.A.</i>
33.1(g)	<i>N.A.</i>
39.1	The Contract price is: _____ [insert amount and currency for each currency as applicable] exclusive of local indirect taxes (i.e. GST).

	<p>Any indirect local taxes (i.e. GST) chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>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.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client as per the applicable laws of India. [The Client will reimburse the Consultant for only GST if claimed separately.</p> <p>Information on the consultant’s tax obligation in the country may be found on Ministry of Finance, Government of India website. The Consultant shall take advice from his tax consultant and shall suitability provide for his indirect tax liability/ GST in his quote for this assignment. At source deductions, however, shall be made as applicable.]</p> <p>Provisional Sum:- The exposure visit will be responsibility of Training Agency. The expense of exposure visit will be borne by training agency using provisional sums component of the contract. The payment from provisional sum will after approval and as per actuals.</p>								
40.1 and 40.2	<p>The Client warrants that:</p> <p>The client shall pay only the GST as applicable.</p>								
42.2	<p>The payment schedule:</p> <table><tr><th>Sl</th><th>Deliverables and Milestones</th><th>Timeline</th><th>Terms of Payment</th></tr><tr><td></td><td>Inception report</td><td>2 weeks from Contract signing</td><td>10% of contract</td></tr></table>	Sl	Deliverables and Milestones	Timeline	Terms of Payment		Inception report	2 weeks from Contract signing	10% of contract
Sl	Deliverables and Milestones	Timeline	Terms of Payment						
	Inception report	2 weeks from Contract signing	10% of contract						

	Task-1 (Phase 1) Organizing and Delivering Trainings (Priority 6 months training)	Completion and delivery of first 6 months of training program including 1. List of training institutions, training schedule, consolidated training schedule 2. Training Material 3. Training of Trainers 4. Organization and delivery of Trainings 5. Award of Certificates; Feedback and evaluation, training completion report	6 months from contract signing	20% of contract
	Task 1 (Phase 2) Organizing and Delivering Trainings (for remaining months)	Completion and delivery of 6 months of training program phased over 2 years including (same as above), namely, List of training institutions, training schedule, consolidated training schedule , Training Material, Training of Trainers, Organization and delivery of Trainings Award of Certificates; Feedback and evaluation, training completion report	12 -24 months from contract signing	40% of contract (10% to be paid at the end of every 6 months for four such periods.

	Task-2 Organizing Knowledge Exchange Events and Exposure Visits	Training Schedule, itinerary of Study Tour/ Exposure Visits; Completion of Knowledge Exchange/study tours/ Training Programs/study tours, in accordance with scope of service, feedback and assessment and submission of Completion Report	Spread out evenly over contract period	10%
	Task -3 Developing an online Training Management System	TMS operational	Within 6 months of contract signing	10%
	Task -4 Training Assessment and Completion Report	Final Completion Report	At the end of 3rd year after commencement of services and on satisfactory completion of services	10%
42.2.1	N.A.			
42.2.4	The accounts are: Account name: Account number: Name of Bank: Address of Bank Branch, with contact: Tel. No. and email: IFSC code GST registration no.			
43.1	The interest rate is: 3% per annum for Local currency for each day of delay.			
46.1	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 identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the (i) *Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland* in case of foreign consultant (ii) 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 therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, (i) *Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland in case of foreign consultant* (ii) 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 concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by (i) *the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.*; in case of foreign consultant (ii) 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 (i) *the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.*; in case of foreign consultant (ii) The

	<p>Indian Council of Arbitration, New Delhi in case of Indian consultant to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract, for contracts with Foreign Consultant. For contract with an Indian firm, the arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 of the Government of India, as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators in Case of International consultant.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties;</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither the Client's country nor the Consultant's country</i>]. <i>For National Consultant - India</i></p>

	<p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> <p>(d) Place of arbitration, Kolkata India</p>
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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 42.2.3 of this Contract.”]