

REQUEST FOR PROPOSAL

Consultancy Services

ONLINE SUBMISSION OF PROPOSALS



सत्यमेव जयते
GOVERNMENT OF ASSAM

Finance Department, Govt of Assam



REQUEST FOR PROPOSAL
(e-Procurement)

**Issued to Consultants Shortlisted at the EoI with Ref No: REOI/CA/205769 for the
Engagement of Chartered Accountant on Retainership Basis For AS-CFMS**

RFP Ref. No.: AS-CFMS/CA/RFP/205769

Date of Issue: 31-01-2025

Issued by:
Project Director
Assam Society for Comprehensive Financial Management System (AS-CFMS)
9th Floor, AS-CFMS Office, New Kar Bhawan Building,
Kar Bhawan Complex, Ganeshguri, Guwahati, Assam - 781006

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PART-I

SECTION-I

1. Letter of Invitation

RFP Ref. No. **AS-CFMS/CA/RFP/205769** Dated: 31-01-2025

To,

1. M/s AMD and Associates
H/No.28, Sugam Path, R.G. Baruah Road, Guwahati – 781024
2. M/s Hari Singh and Associates
Chilarai Nagar path, Bhangagarh, Guwahati-781032
3. M/s Keshri and Associates
Railway Gate No-08, Bharalumukh, Guwahati-781009
4. M/s R. Das and Co.
Liladhar Baruah Road, Ambari, Guwahati-781001

Dear Mr. / Ms.,

1. We had invited EOI (REOI/CA/205769 issued on 05.10.2024) for shortlisting of suitable Consultants/Firms to participate in the RFP process for final selection and engagement of the most suitable amongst them for “**Engagement of Chartered Accountant on Retainership Basis For AS-CFMS**”. As your firm has been short-listed in the EOI process, you are now invited to submit detailed proposals as per the RFP Document available on the e-Procurement portal (i.e. <http://assamtenders.gov.in>).
2. Following shortlisted Consultants have been invited to participate in the RFP process by submitting detailed proposals as per the RFP document:
 1. M/s AMD and Associates
 2. M/s Hari Singh and Associates
 3. M/s Keshri and Associates
 4. M/s R. Das and Co.
3. It is not permissible to transfer this invitation to any other firm not shortlisted in the Eoi Process.
4. The shortlisted consultants shall submit their proposal in the format as prescribed in the RFP document. The evaluation and selection of the proposals submitted by the consultant shall be done as per the methods and procedures mentioned in this RFP document.

5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal ([*select: FTP or STP*]) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Form of Contract

6. Please inform us by *04-02-2025*, in writing at *aspireprocure@gmail.com*:

(a) that you have received the Letter of Invitation; and

(b) whether you intend to submit a proposal

7. Details on the proposal's submission date, time and address are provided in the ITC Para 2.20.10, in the RFP document.

8. Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
Shri Pawar Narsing Sambhaji, IAS Secretary, Finance Department, F-Block, Janata Bhawan, Dispur, Guwahati, Assam, Pin-781006 e-mail: aspireprocure@gmail.com	Smt. Laya Madduri, IAS Secretary, Finance Department, F-Block, Janata Bhawan, Dispur, Guwahati, Assam, Pin – 781006 e-mail: aspireprocure@gmail.com

Sd/-

**Commissioner & Secretary
to the Government of Assam
Finance Department, and
Project Director, AS-CFMS**

SECTION-II

2. Instructions to Consultants & Data Sheet General Provisions

2.1 Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India, or as they may be issued and in force from time to time.
- (c) "Client" means the procuring entity that signs the Contract for the Services with the selected Consultant.
- (d) "Consultant" means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC),c and the Appendices).
- (f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) "Day" means a calendar day.
- (h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) "Government" means the Government of Assam.
- (j) "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.
- (k) "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.

- (l) "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.
- (m) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (n) "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.
- (o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (p) "Proposal Inviting Authority (PIA)" means the official/committee duly authorised to issue RFP& receipt the proposal.
- (q) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultant(s), based on the SRFP.
- (r) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (s) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (u) "TORs" (this Section 5 of the RFP) means the Terms of Reference that explain 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.

2.2 Introduction

- 2.2.1 The Client (i.e., Procuring Entity) named in the **Data Sheet** intends to select a consultant from those listed in the Letter of Invitation as shortlisted firms, in accordance with the method of selection specified in the **Data Sheet**.
- 2.2.2 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 selection and ultimately signing the Contract with the selected Consultant.

- 2.2.3 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. In case, the Client decides for a virtual meeting, the link shall be forwarded to the shortlisted firms beforehand.
- 2.2.4 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**.

2.3 Conflict of Interest

- 2.3.1 Conflict of Interest for a Procuring Entity or its personnel and consultants is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- 2.3.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following-
- 2.3.3 Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- 2.3.4 Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- 2.3.5 Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the procuring entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- 2.3.6 Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procurement Entity;
- 2.3.7 The situations in which consultants participating in a procurement process or

their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other bidder;
- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
If a consultant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;

2.3.8 In the ‘Technical Proposal Submission Form ’ to be submitted by the consultant, as per format given in Section 3: “Technical Proposal–Standard Forms”, all Consultants shall provide a signed statement that the Consultant, (including all members of JV and Sub-Consultants, if any) is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;

2.3.9 In case of a holding company having more than one independent unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit proposal or quote to prevent any conflict of interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such consultants must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

2.4 Unfair Competitive Advantage

2.4.1 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.

2.5 Code of Integrity

2.5.1 The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Consultants and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

2.5.2 Govt. of Assam prescribes to the Client and Consultants to uphold the Code of Integrity, which prohibits officers or employees of a Client or a person participating in a procurement process the following:

- (a) Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (e) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (f) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (g) any obstruction of any investigation or audit of a procurement process;
- (h) making false declaration or providing false information for participation in—
 - (i) tender process or to secure a contract;
 - (ii) disclosure of Conflict of Interest;
 - (iii) disclosure by the Consultant of any previous transgressions with any entity (Government or Semi-government) in India, during the last three years.

2.5.3 In case of any breach of the Code of Integrity by a Consultant or a prospective

Consultant, as the case may be, the Client after giving a reasonable opportunity of being heard, may take appropriate measures including–

- (a) exclusion of the Consultant from the procurement process;
- (b) calling off of pre-contract negotiations;
- (c) recovery of payments made by the Client along with interest thereon at bank rate;
- (d) cancellation of the relevant contract and recovery of compensation for loss incurred by the Client;
- (e) debarment of the consultant from participation in future procurements of any Procuring Entity for a period not exceeding three years

2.6 Eligibility Criteria

2.6.1 Consultant shall be a natural person, private entity, government- owned entity or any combination of these having a formal intent and legal competency to enter into an agreement or contract and a reregistered under respective Act and jurisdiction in India or any other country with which India has not banned trade relations. The Consultant can either be a single entity or a consortium of entities (joint venture).

2.6.2 Consultant should not have a Conflict of Interest as prescribed and specified in ITC Para 2.3, which materially affects fair competition.

2.6.3 In addition, any consultant participating in the procurement process shall–

- (a) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
- (b) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (c) not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (d) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them in India.

2.6.4 In the 'Technical Proposal Submission Form' to be submitted by the consultant, as per format given in Section-3: "Technical Proposal – Standard Forms", all

consultants shall provide an Affidavit that the consultant continues to fulfill the eligibility requirements given in ITC Para 2.6.

Preparation of Proposals

2.7 General Considerations

2.7.1 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.

2.8 Cost of Preparation of Proposal

2.8.1 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.

2.9 Language

2.9.1 The proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in English language.

2.10 Documents Comprising of Proposal

2.10.1 The Proposal shall comprise the documents and forms **listed in this RFP document including (a) "Section-IV: Technical Proposal Standard Form", (b) "Financial Proposal Standard Form" and Data Sheet.**

2.10.2 The participating consultants shall also submit hardcopies of the "**Key Documents**" in the office of the Client, in addition to online submission of the financial and technical proposal. Key Documents shall comprise the documents as mentioned in the **Data Sheet**.

2.11 Only One Proposal

2.11.1 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.

2.12 Proposal Validity

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

2.12.2 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.

2.12.3 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.

2.13 Extension of Validity Period

2.13.1 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.

2.13.2 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.

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

2.14 Substitution of Key Experts at Validity Extension

2.14.1 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement 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.

2.14.2 If the Consultant fails to provide a replacement 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.

2.15 Sub-Contracting

2.15.1 The Consultant shall not subcontract any part of the contract/services without prior consent of the Client.

2.16.1 Clarification & Amendment of RFP

2.16.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will upload copies of the responses (including an explanation of the query but without identifying its source) on the e-Procurement portal (i.e., <http://assamtenders.gov.in>) for the knowledge of all shortlisted Consultants. Should the Client deem it necessary to amend the RFP because of a clarification, it shall do so following the procedure described below:

2.16.2 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in e-Procurement portal. The amendment shall be binding on all shortlisted Consultants. It shall be the responsibility of all shortlisted Consultants to access e-Procurement portal from time to time to be informed about notifications or amendments, if any, issued by the Client. The Client is not obliged to communicate consultants individually for any amendment and clarifications to the RFP document.

2.16.3 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.

2.16.4 The Consultant may submit a modified/withdraw the Proposal at any time prior to the proposal submission deadline as per the procedure prescribed in the e-Procurement portal.

2.17 Preparation of Proposal (Specific Considerations)

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

- a) 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.

- b) 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.
- c) If stated in the **Data Sheet**, the Consultant shall include in its Proposal atleast 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 awarding accordance with the procedure in the **Data Sheet**.
- d) For assignments under the Fixed-Budget System (FBS) 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.

2.18 Technical Proposal Format and Content

2.18.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. 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.

2.18.2 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 as provided in **Section-IV** of this RFP.

2.19 Financial Proposal

2.19.1 The Financial Proposal shall be prepared using the Standard Forms provided in **Section-V** of this 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**.

2.19.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract.

2.19.3 The Consultant shall express the price for its Services in Indian Rupees only.

Proposal Submission, Opening & Evaluation

2.20 Submission of Proposal

- 2.20.1 The Consultant shall submit both Technical and Financial Proposal online at the e-Procurement portal (i.e., <http://assamtenders.gov.in>) within due date and time for submission of Proposal as mentioned in **Data Sheet**.
- 2.20.2 In addition to the online submission of complete proposals, the Consultant shall submit the hardcopies of the “**Key Documents**”, in the manner and within the timeline as mentioned the **Data Sheet**. The list of documents that will constitute the “**Key Documents**” are also given in the **Data Sheet**.
- 2.20.3 The Consultant shall submit a signed and complete Technical Proposal comprising the documents and forms in accordance with ITC Para 2.18 (Technical Proposal Format & Content) online through e-Procurement portal.
- 2.20.4 An authorized representative of the Consultant shall sign all the documents contained in the technical proposal including the submission letters. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 2.20.5 A Proposal submitted by a Joint Venture participant 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.
- 2.20.6 Formats for the Financial Proposal should be downloaded from the portal <http://assamtenders.gov.in> and saved on Consultant’s system without changing filename otherwise the same will not get uploaded. The Bidder should fill in the details in the same file and upload the same back to the portal. Sample Formats may be seen at **Section V: Financial Proposal-Standard Format** for reference only.

2.21 Confidentiality

- 2.21.1 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 publication of the Contract award information.
- 2.21.2 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 sanctions procedures of Govt. of Assam.

2.21.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of award of Contract, if a consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

2.22 Opening of Technical Proposal

2.22.1 Technical Proposal submitted by the Consultants through the e-Procurement portal shall be opened online on the due date for opening of the Proposal as specified in the **Data Sheet** for evaluation by the Evaluation Committee (EC) duly appointed by the Client.

2.22.2 All the participating Consultants are also required to submit the hardcopies of the "**Key Documents**", if mentioned in the **Data Sheet**. The Proposal of those Consultants who fails to submit the hardcopies of the "**Key Documents**" within the due date and time, if specified in the **Data Sheet** shall be cancelled and excluded from further evaluation.

2.23 Evaluation of Technical Proposal

2.23.1 The 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/ disqualified 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**.

2.23.2 The financial proposals of a Consultant shall be considered for evaluation provided it is evaluated as responsive (technically qualified) in technical evaluation stage by the Evaluation Committee.

2.24 Financial Proposal for QBS

2.24.1 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.

2.24.2 The Financial Proposal submitted by the top-ranked Consultant shall be considered for further negotiation acceptance.

2.25 Public Opening of Financial Proposals (For QCBS, FBS & LCS Method)

2.25.1 After the technical evaluation is completed, the Client shall notify/publish the evaluation result in the e-Procurement portal containing details about all the proposals and their responsiveness to the RFP, TOR and technical score

awarded to them.

2.25.2 The Financial Proposals of all qualified Consultants whose proposal found to be responsive by the TEC shall be opened online for further evaluation.

2.26 Corrections of Errors

2.26.1 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.

2.26.2 The Consultant is deemed to have included all prices in the Financial Proposal, so neither corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC Para 2.27 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

2.27 Taxes

2.27.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in accordance with the instructions in the **Data Sheet**. Applicable taxes & duties shall be paid or reimbursed on actual basis.

2.28 Combined Quality & Cost Evaluation

2.28.1 Combined Quality & Cost Based Selection (QCBS): 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 achieving the highest combined technical and financial score will be invited for negotiations.

2.28.2 Fixed Budget Selection (FBS): In the case of FBS, those Proposals that exceed the budget indicated in ITC Para 2.17.1.d) of the **Data Sheet** shall be rejected. The Client will select the Consultant that submitted the highest- ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.

2.28.3 Least Cost Selection: In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score and invite such Consultant to negotiate the Contract.

Negotiations & Award

2.29 Negotiations

2.29.1 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.

2.29.2 The Client shall prepare minutes of negotiations that a resigned by the Client and the Consultant's authorized representative.

2.29.3 Availability of Key Experts:

- a) 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 Para 2.14 of the ITC. 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.
- b) 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.

2.29.4 Technical Negotiations:

- a) 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.

2.29.5 Financial Negotiations:

- a) The negotiations include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.
- b) 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.
- c) The 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.
- d) The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

2.30 Conclusion of Negotiations

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

2.30.2 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. 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

2.31 Award of Contract

2.31.1 After completing the negotiations, the Client shall prepare the negotiated draft Contract; sign the Contract; and promptly notify the other shortlisted Consultants.

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

SECTION-III

3 Data Sheet

RFP DATA SHEET

A. General	
ITC Para Reference	
2.2.1	Name of the Procuring Entity: Project Director, AS-CFMS Method of selection: Fixed Budget Selection (FBS) as described in the RFP Document
2.2.2	Financial Proposal to be submitted together with Technical Proposal: Two Bid System as per e-Procurement Portal i.e. https://assamtenders.gov.in The name of the assignment is: Engagement of Chartered Accountant on retainership basis for AS-CFMS.
2.2.3	A pre-bid conference will be held: Yes Mode: Online mode Video Call Link: https://meet.google.com/ekg-nnyo-vbj Date and Time: 05/02/2025 at 15.00 HRS
2.2.4	The Procuring Entity will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As per ToR and Marking criteria.
2.4.1	<i>All the information regarding the procurement process is available in the e-procurement portal i.e., https://assamtenders.gov.in</i>
B. Preparation of Proposals	

2.10.1	<p>The Proposal shall comprise the following:</p> <p>A. <u>Technical Proposal:</u></p> <p>For Full Technical Proposal (FTP):</p> <ol 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 style="text-align: center;">OR</p> <p>B. Financial Proposal:</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3
2.10.2	<p>Key Documents (to be submitted in originals):</p> <ul style="list-style-type: none"> • Only the Original Power of Attorney (POA) in favour of the Authorised Signatory <p>To be submitted at: AS-CFMS Office, 9th Floor, New Kar Bhawan, Dispur, Guwahati-06</p>
2.11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No</p>
2.12.1	<p>Proposals must remain valid for 180 calendar days from the date of technical bid opening.</p>
2.16.1	<p>Clarifications may be requested no later than 14 days prior to the submission deadline. Further, the pre-bid queries should reach to the Client a day before the pre-bid meeting.</p> <p>Clarification shall be accepted online in the e-procurement portal within the mentioned date and time in the portal itself or mail in the <i>aspireprocure@gmail.com</i> before pre-bid meeting.</p>
2.17.1 (a)	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No</p> <p>Or</p> <p>(b) other shortlisted Consultants: No</p>
2.17.1 (b) & (c)	<p>As per the requirement of Terms of Reference (ToR)</p>

2.17.1 (d)	<p>The total available budget for this Fixed-Budget assignment is: INR 11.13 lakhs including GST for 1 year contract.</p> <p>Proposals exceeding the total available budget will be rejected.</p>														
2.18.2	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>														
2.19.1	Not Applicable														
C. Submission, Opening and Evaluation															
2.20.1	The Due date and time for online submission of Proposals is: 24-02-2025 at 14.00 Hrs.														
2.22.1	<p>The due date and time for the submission of hard copies of the following 'Key Documents' at the office of the procuring entity are as follows:</p> <ol style="list-style-type: none"> 1) Original Power of Attorney (if changed as proposed in the Eol process) and 2) any other undertakings on stamp paper based on RFP requirement <p>Should reach at AS-CFMS Office, 9th Floor, New Kar Bhawan, Dispur, Guwahati-06 is: on or before 24-02-2025 at 14.00 Hrs.</p>														
2.23.1	<p>The evaluation method of proposed assignment is Fixed Budget Selection Method those Proposals that exceed the budget indicated in ITC Para 2.17.1.d) of the Data Sheet. Technical Proposal that does not exceed the budget indicated in the RFP.</p> <p>The Client will select the Consultant that has obtained the highest-ranked as per the following criteria.</p> <p>Each agency having credentials as stated in the scope of work will get marks as given below in the table. The technical qualification parameters are:</p> <table border="1" data-bbox="421 1541 1455 2024"> <thead> <tr> <th data-bbox="427 1541 504 1619">Sl. No.</th> <th data-bbox="504 1541 906 1619">Parameter</th> <th data-bbox="906 1541 1281 1619">Criteria</th> <th data-bbox="1281 1541 1449 1619">Maximum Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 1619 504 1872">1.</td> <td data-bbox="504 1619 906 1872">Presentation as per the Scope of the Work (Submit as per the Tech-4 & 5 prescribed format with supporting documents, if any)</td> <td data-bbox="906 1619 1281 1872">Description of Approach, Methodology, and Work Plan in responding to The Terms of Reference</td> <td data-bbox="1281 1619 1449 1872">30</td> </tr> <tr> <td data-bbox="427 1872 504 2024">2.</td> <td data-bbox="504 1872 906 2024">Empaneled with CAG (minimum 5 years) (Submit CAG empaneled</td> <td data-bbox="906 1872 1281 2024">>10 years- 10 Marks >6 to 10 years – 8 Marks 5 years- 5 Marks</td> <td data-bbox="1281 1872 1449 2024">10</td> </tr> </tbody> </table>			Sl. No.	Parameter	Criteria	Maximum Marks	1.	Presentation as per the Scope of the Work (Submit as per the Tech-4 & 5 prescribed format with supporting documents, if any)	Description of Approach, Methodology, and Work Plan in responding to The Terms of Reference	30	2.	Empaneled with CAG (minimum 5 years) (Submit CAG empaneled	>10 years- 10 Marks >6 to 10 years – 8 Marks 5 years- 5 Marks	10
Sl. No.	Parameter	Criteria	Maximum Marks												
1.	Presentation as per the Scope of the Work (Submit as per the Tech-4 & 5 prescribed format with supporting documents, if any)	Description of Approach, Methodology, and Work Plan in responding to The Terms of Reference	30												
2.	Empaneled with CAG (minimum 5 years) (Submit CAG empaneled	>10 years- 10 Marks >6 to 10 years – 8 Marks 5 years- 5 Marks	10												

	letter of each year)			
3.	<p>Proposed Manpower based on submitted CV as per PQ criteria;</p> <p>a) Qualified CA: (02)</p> <p>b) Accounts Assistant: (02)</p> <p>(Submit the CV of the proposed manpower as per the Prescribed format and the prescribed summary sheet at 4.9 with their certificate to calculate the Post Qualification Experience)</p>	<p><u>CA: (02): 10+10= 20 Marks</u></p> <ul style="list-style-type: none"> • Required Experience: 5 Marks • 1 mark for each additional year of relevant experience subject to maximum 5 Marks <p><u>Accounts Assistant: (02): 5+5 = 10 Marks</u></p> <ul style="list-style-type: none"> • Required Experience: 2 Marks • 1 mark for each additional year of relevant experience subject to maximum 3 Marks 	30	
4.	<p>Experience in handling similar Govt. Financial services during last 10 years</p> <p>(To be ascertained from Completion Certificates /Work Orders for every completed/ ongoing project)</p>	<p>>10 clients - 10 Marks >6 to 9 clients – 7 Marks 2 to 5 clients – 5 Marks</p>	10	
5	<p>Experience in handling projects of World Bank, ADB, GIZ etc. of similar nature.</p> <p>(To be ascertained from Completion Certificates/ Extension Certificates)</p>	<ul style="list-style-type: none"> • 2 successful contracts :10 Marks • 1 successful contract: 5 Marks 	10	
6.	<p>No. of Projects with Govt. of Assam for technical support in day-to-day financial management and ensure statutory and other compliance.</p> <p>(To be ascertained from</p>	<p>2 marks for every completed/ ongoing project subject to maximum 10 Marks</p>	10	

	Completion Certificates (Work Orders)		
	Total		100
2.28.1	Not Applicable		
2.28.2	For the purpose of the evaluation, the Client will be excluding GST payable on consulting services.		
2.29.1	Not applicable as this is a Fixed Budget Evaluation Method, and proposals exceeding the total available budget will be rejected.		
	D. Negotiations and Award		
2.30.1	Not applicable as this is a Fixed Budget Evaluation Method.		
2.32.2	<p>Expected date for the commencement of the Services: Date: 10 days after signing the Contract Agreement Location: AS-CFMS Office, 9th Floor, New Kar Bhawan, Dispur, Guwahati-06 Contract Duration: Initially for one year, which may be extended by an additional year based on satisfactory performance. Such an extension will be under the same terms and conditions as the original contract</p>		

SECTION-IV

4 Technical Proposal – Standard Forms¹

4.1 Checklist of Required Forms

CHECKLIST

Required for FTP/STP (√)		Form	Description	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

Note:

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

¹{Notes to Consultant shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

4.2 Technical Proposal Submission Form (TECH-1)

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal online, which includes this Technical Proposal and a Financial Proposal or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal online through the e-Procurement Portal."].*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal as 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 detail 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.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 2.12.1.
- (c) We have no Conflict of Interest in accordance with ITC 2.3.
- (d) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of our contract, are not debarred by Central Government, State Government, or any Public Undertakings, Autonomous

Bodies, Authorities under them.

- (e) We undertake to observe the Code of Integrity as prescribed in ITC 2.5.
- (f) We undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 2.30.1 & 2.30.2 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) 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 Clause 2.32.2 of the Data Sheet.
- (i) We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain, Yours sincerely,
Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{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}

4.3 Consultant's Organisation and Experience Form (TECH-2)

Consultant's Organisation and Experience (For Full Technical Proposal)

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client	Approx. Contract value (in Rs.)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2020–Apr.2021}	{e.g., "Improvement quality of": designed master plan for rationalization of	{e.g., Ministry of..... }	{e.g., Rs.1 Cr./ Rs.1 Cr.}	{e.g., Lead partner in a JV A&B&C}

; }			
{e.g., Jan-May 2020}	{e.g., "Support to sub-national government." : drafted secondary level regulations on	{e.g., Ministry of..... }	{e.g., Rs.1 Cr./ Rs.1 Cr.}	{e.g., sole Consultant}

4.4 Comments & Suggestions on ToR (Form: TECH-3)

Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Client (Full Technical Proposal)

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}

4.5 Approach, Methodology, and Work Plan (TECH-4)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE (For both STP & FTP)

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.

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms

of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks 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.}

4.6 Work Schedule & Planning for Deliverables (TECH-5)

**WORK SCHEDULE & PLANNING FOR DELIVERABLES
(FOR STP AND FTP)**

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2)drafting													
	3) inception report													
	4) incorporating comments													
	5).....													
	6) delivery of final report to Client}													
D-2	{e.g.,Deliverable #2:}													
n														



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

4.7. Team Composition, Assignment, and key Experts' input (TECH-6)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

(FOR STP AND FTP)

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-...				Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home] [Field]	[2 month] [0.5 m]	[1.0] [2.5]	[1.0] [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 ITC 2.24.1.
 - 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 expert's office or residence. "Field" work means work carried out in the Client's city or office.
-  Full time input
 Part time input

4.8 Curriculum Vitae (CV)

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 info 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. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert

Signature
Date

{day/month/year}

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

Signature

Further, Bidder is requested to submit the copy of the Qualification Certificates and mark sheets along with this CV.

4.9 Summary of the Experts

Key professionals	(Provide CVs of experts as per format given)	Name, with Mobile Number and Email ID	Qualification	Experience (in years, months)	Page Num of the attached CV
Key Professionals proposed for the assignment	Team Leader		Chartered accountant, preferably partner of a firm		
	Qualified CA		Chartered accountant,		
	Accounts Assistant		CA - Inter/ B. Com		
	Accounts Assistant		CA - Inter/ B. Com		

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

SECTION-V

5 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.

BoQ1 Summary of Costs including Remuneration of Resources

5.1 Summary of Costs including Remuneration of Resources (Form BoQ1)

SUMMARY OF COSTS

Sl No	Name of Key/ Non-Key Experts	Position as per the ToR	Per man day remuneration rate (A)	Time Input in Man days/ month (B)	Amount without tax in INR/ month {C=(AXB)}	GST % (D)	Amt with tax in INR/ month {E=C+(D%XC)}	Amt without tax in INR/ year {F=(CX12)}	Amount with tax in INR/ year {G=F+(D%XF)}
1.01		Team Leader		2					
1.02		Qualified CA		7					
1.03		Full Time Accounts Assistant		25					
1.04		Full Time Accounts Assistant		25					
	Total amount quoted (in INR)								

Note:

- The above table is merely indicative. The BoQ template has to be downloaded from the Assam Tenders portal along with the bidding document and filled accordingly.
- The bidder is required to enter the relevant details in the blue highlighted cells only.
- Per man day remuneration rate indicates the per day salary to be considered excluding the tax.

SECTION-VI

6 Terms of Reference (ToR)

1. INTRODUCTION

a) About the Procuring Entity

Assam Society for Comprehensive Financial Management System (AS-CFMS) under Finance Department, Government of Assam had been formed for implementing and managing Public Financial Management Reforms including IT – related projects in the Finance Department and other revenue departments including externally aided projects.

b) About the Assignment

Assam Society for Comprehensive Financial Management Systems (AS-CFMS) now intends to engage the services of a Chartered Accountant Firm under the Society. The consulting services (“the Services”) including technical support from an eligible CA Firm is required for the AS-CFMS Initially for one year, which may be extended by an additional year based on satisfactory performance. Such an extension will be under the same terms and conditions as the original contract.

2. TERMS OF REFERENCE

a) Background of the Assignment

The society is currently headed by a Project Director and an Additional Project Director. The Project Director, AS-CFMS now intends to engage the services of Chartered Accountant on Retainership basis.

3. Objectives of the Assignment

The CA firm to is to be engaged to fulfil the following objectives:

- Provide technical support in day-to-day financial management of AS-CFMS
Provide support to the accounting and procurement team
- Assist in implementation of accounting systems and processes
- Prepare periodic reports
- Ensure statutory and other compliances

4. Scope of Work

a) Scope of Work related to accounting:

- Maintenance of Cash Book, Bills and Vouchers, Ledgers, General Ledgers etc. (books of account) of the Society on Tally and carrying out bank

reconciliation, physical verification etc.

- Preparation of Annual Financial Statements such as Balance Sheet, Income & Expenditure Statement and other statements and reports that are required as per various statutory requirements and generally accepted accounting principles.
- Providing support for conduct of internal/external audit of the society, including assistance in selection & contracting of the audit firms.
- Preparing quarterly financial reports to the government and external funding agencies, as per prescribed formats.
- Preparation of annual budgets and analysis of the variances periodically.
- Ensure proper maintenance of supporting documents, registers and records.

b) Scope of Work related to Income Tax and other related matters:

- Preparation and filling of annual e-TDS Returns and the Annual ITR of the Society including revised ITR, if required.
- Assisting the society in filing documents for IT exemption under section 12A of the Income Tax Act and appearing before the IT authority for this purpose.
- Preparation and filing of replies with income tax department with respect to notices/orders received by the society in respect of assessments.
- Obtaining registration under GST and all other applicable statutes from time to time and preparing and filing returns as required.
- Reporting and accounting as per regulatory and legal requirements including taxation, annual report and accounts.
- Filing and preparation of various statutory returns (like ETDS filling) applicable to society and issuing certificates to concerned parties.

c) Internal Control and Audit:

- Suggestions on improvement of financial manual and rules.
- Monitor and support internal audit work: The agency will help in determination of internal audit plans, including in particular coverage of high-risk transactions.
- Assist in framing internal control questionnaire in coordination with the internal auditor.
- Ensure timely compliance of the audit and assist in ensuring that appropriate and timely follow up action is taken to address the issues identified in audit.
- Ensuring adequate internal control and compliance with audit procedures are in place at the Society as well as at joint ventures and partnership arrangements.

d) Scope of work related to other matters

- Drafting the minutes of meetings of the Executive Committee and Governing Body.
- Filing of annual report and audited financial statements with the Registrar of Societies.
- Assisting in submission of Financial Reports to Govt. of India, Govt. of Assam and other stakeholders as per the requirement.
- Assist in maintenance of assets procured under the project and conduct of annual verification of assets and stock and reconciliation with books of accounts
- Cover all district locations to undertake physical verification of the fixed assets of the society.
- Collecting and providing location-wise physical verification reports of Fixed Assets located at different offices at district level.
- Collect and provide monthly updated status report on all the fixed assets of the society.
- Train the in-house resources at the different district level offices to enter their physical assets data in a specific data recording format designed by the C.A firm and approved by PD, AS-CFMS.

5. Role and Responsibilities of the Consultant

The role and responsibilities of the Consultant has been defined under the Scope of Work as well as in the table under points 7 and 8.

6. Role and responsibilities of the Procuring Entity

The key experts' necessary for this part of the assignment, along with their corresponding estimated time inputs requirement is given below:

- i. All data will be provided as per the needs and requirements by the Society
- ii. Society will be providing a seating space, Wi-Fi/internet connection and printing facility to the staff of the agency for official purposes.
- iii. Final output (i.e. reports, etc.) that will be required of the consultant.
- iv. Requirement will be as per scope of work and Schedule for completion of tasks.

7. Team Composition, Qualification and Experience

Following is the list of key positions whose CV and experience will be evaluated in this stage:

Request for Proposal

SI	Key position	Areas of Specific Expertise Desired	Minimum Qualification and professional Experience desired	Estimated person month requirement
1	Team Leader (One)	Finance, Taxation etc. in similar externally aided projects and govt. agencies	<ol style="list-style-type: none"> 1) Chartered accountant, preferably partner of a firm having at least 8 years post-qualification experience in respective fields (or equivalent). 2) Specific experience in similar externally aided project is required and with proven track record in anchoring/ conducting financial management and technical support consultancy. 3) Knowledge of PAIS, TALLY and other computerized accounting packages is a must. 4) Knowledge of Goods & Service Tax (GST) will be an advantage. 	<p>Estimated 2 days per month (total approximately 1 month per year)</p> <p>S/He is expected to supervise all finance and accounts related activities and be accountable for the overall performance of the team</p>
2	Qualified CA (One)	Finance, Taxation etc. in similar externally aided projects and govt. agencies	<ol style="list-style-type: none"> 1) CA with post qualification experience of at least 3 years. 2) Experience of working in TALLY. Knowledge of PAMIS, other computerized accounting packages and GST will be an added advantage. 	Estimated 7 days per month (approximately 3 months per year)
3	Full Time Accounts Assistant (Two) S/he will be responsible for day-to-day functioning of the society as per the	Finance and taxation	<ol style="list-style-type: none"> 1) CA - Inter/ B. Com with post qualification experience of at least 3 years. 2) Experience of working in TALLY is must. Knowledge of PAMIS, other computerized accounting packages and GST will be an added advantage 	12 months (estimated 25 days per month)

Request for Proposal

	scope of work			
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Note-

1. For calculation of Time-Based Contract, person months taken for Team Leader is one month, for qualified CA is three months, and for Accounts Assistant (2) is 24 months. Hence, the total estimated person-month required in a year is 28 person months. The remuneration rate will however calculated as per the rates quoted in the BoQ.
2. The Agency/ Consultant will need to provide laptops to its team leader and team members. This should be taken into account in the financial proposal.
3. Job Allocation of Team Members will be discussed with the selected consultant.
4. An agency may propose additional non-key experts/support staff if deemed necessary to fulfill the requirements of the assignment, however AS-CFMS will decide at the time of selection if the proposed additional staff is required or not.

8. Deliverables and Timeline

DELIVERABLES	Frequency / Period
Accounting Arrangements	
Maintenance of accounts as per the accounting standards and policies agreed and documented in Financial Manual;	On-going basis
Preparation of monthly Bank reconciliation statements;	Monthly
Facilitate monthly consolidation of the financial information from the computerized accounting system.	Monthly
Preparation of annual financial statements of the Society.	Annually
Filing of Income Tax and Financial Reporting and Analysis	
Preparation of annual work plan and budgets	Annually
Analysis of the variances from agreed budgets	Periodically
Preparation of monthly financial reports for the Society	Monthly
Assisting in submission of Financial Reports to the society, Govt. of India, Govt. of Assam and other stakeholders as per the requirement.	As per requirement
Ensure proper maintenance of supporting documents, registers and records.	On an on-going basis

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Internal Control and Audit	
Review and provide suggestions on improvement of financial manual and rules	One time within two months of start of assignment and thereafter monitor on periodic basis
<p>Monitor and support internal audit work.</p> <ul style="list-style-type: none"> • The agency will help in determination of internal audit plans, including in particular coverage of high-risk transactions. • Assist in framing internal control questionnaire in coordination with internal auditor. • Ensure timely compliance of the audit and assist in ensuring that appropriate and timely follow up action is taken to address the issues identified in audit. 	On an on-going basis
Ensuring adequate internal control and compliance with audit procedures are in place at the Society as well as at joint ventures and partnership arrangements.	On an on-going basis
Statutory Requirements	
Reporting and accounting as per regulatory and legal requirements including taxation, annual report and accounts	As per requirement
Ensure proper reporting and accounting as per EPF and ESI regulation	As per requirement
Filing and preparation of various statutory return (like ETDS filling) applicable to society and issuing certificate to concerned parties	Annually
Assist in maintenance of assets procured under the society and conduct of annual verification of assets and stock and reconciliation with books of accounts.	One time within three months of start of assignment and thereafter on an annual basis
Others	
Any other matters as required to be fulfilled within the broad scope of work related to Finance & Accounting systems and procedure of the Society.	As per requirement

Note: The above specified scope of work and/or activities and/or deliverables are

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indicative and not exhaustive and the bidder is deemed and obliged to provide all necessary services and related works within the quoted cost for each successful instance of the assigned work/ project as determined by AS-CFMS at its sole discretion.

9. Quality Assurance, Monitoring and Reporting

Review will be done for the work performed by the consultant. Review committee will be constituted by the Project Director, AS-CFMS.

10. Terms of Payment

- i. No Advance Payment will be made by AS-CFMS on any account.
- ii. All Payments shall be made in Indian Rupees only. No payment will be released without submission of PBG.
- iii. Payment to the agency will be made on quarterly basis upon submission of invoice on the basis of actual manpower provided and acceptance of output as per TOR.
- iv. Payment shall be subject to deduction of any amount for which the Consultant is liable under the agreement as per this contract/tender terms. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the prevailing Income- Tax Act/rule and any other taxes/dues (if any).

11. Performance Security:

- i. Selected bidder will have to submit a performance security equivalent to 5% of the total contract value in the form of Bank Guarantee (BG) from a scheduled commercial bank in favour of AS-CFMS, Finance Dept. Govt of Assam before contract signing. No payment will be released without submission of PBG. Non submission of PBG may lead to termination of contract and getting the work done at bidder's risk and cost. The Performance Security shall be initially valid for a period of two months beyond the contract expiry date.
- ii. Performance Security would be returned only after successful completion of work assigned and after adjusting/recovering any dues recoverable/payable from/by the Service Providers on any account under the contract.

12. Breach of Contract and Penalties/ LD:

- i. The successful bidder must deliver as per the specified time schedule/ milestone. Any Failure to deliver/clear the acceptance for all or some of the deliverables as per scope of work on or before the stipulated date will entail a liquidated damage equal to 0.5% of contract price per week or part thereof shall be deducted subject to maximum LD of 5% of total value of contract.

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- ii. Further, penalties will be levied on the Service Provider, for the violation of the Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, @1% per day of the total value, and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the contract value.
2	If the employee is absent or takes leave for more than 2 days without informing or taking prior approval.	Substitute within 2 days failing which, @ 1% per day of the total value (excluding service tax, etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the contract value
3	If cumulative penalties reach 10% of the contract value	Termination of contract

13. Other Terms and Conditions:

- i. AS-CFMS reserves the rights to terminate the contract at any time during the period of engagement, without assigning any reason thereof.
- ii. Price shall be deemed to be inclusive of all software, tools, utilities, patches, upgrades, accessories, equipment etc. as may be necessary for the completion of work scope in letter & spirit.
- iii. **Jurisdiction:** The court of Guwahati, Assam will have exclusive jurisdiction to entertain the disputes between parties.
- iv. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by AS-CFMS. Any notification of preferred Bidder status by AS-CFMS shall not give rise to any enforceable rights by the Bidder. AS-CFMS may cancel this tender at any time prior or after the signing of agreement.
- v. AS-CFMS without assigning any reason can reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
- vi. The decision of AS-CFMS arrived during the various stages of the evaluation of the bids is final & binding on all bidders.

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- vii. Conditional bids are not acceptable and shall be summarily rejected and AS-CFMS will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to this tender.
- viii. AS-CFMS may terminate the tender process at any time and without assigning any reason. AS-CFMS may, by written notice sent to the Agency/ Consultant; terminate the work order, in whole or in part at any time of its convenience. The notice of termination will specify the extent to which performance of work under the work order is terminated, and the date upon which such termination becomes effective. AS-CFMS reserves the right to cancel the remaining part and pay to the Service Provider the amount for partially completed services.
- ix. The bidder shall be solely responsible for discharge of all the legal obligations/ statutory requirements under various labor legislations as may be in force from time to time so far as the workmen engaged by him for this work are concerned.
- x. AS-CFMS shall remain the owner of all the content conceptualized, created, and implemented by the Service Provider under this bid. All intellectual property rights in the content whether in tangible or intangible form shall belong to AS-CFMS and the Service Provider has no right to assign, license, sell, or use any content conceptualized, created and implemented under this Bid and / or accompanying Master Service Agreement to any third party under any circumstances. All the content conceptualized, created and implemented by the Service Provider whether in tangible or intangible form shall bear relevant copyright notices in the name of AS-CFMS. The Service Provider shall take all such appropriate legal actions to safeguard violation of AS-CFMS's intellectual property rights, if any.

PART II

Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Name of Assignment.....

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

1. Form of Contract

CONTRACT

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client]* (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:“...(herein after 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;

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;
 - (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

In the event of any inconsistency between the documents, the following order of

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

2. 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) "Client" means the Procuring Entity that signs the Contract for the Services with the Selected Consultant.
- (b) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (c) "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).
- (d) "Day" means a working day unless indicated otherwise.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC11.
- (f) "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.
- (g) "GCC" means these General Conditions of Contract.
- (h) "Government" means the Government of Assam.
- (i) "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.
- (j) "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.
- (k) "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.

Form of Contract

means the Client or the Consultant, as the case maybe, and "Parties" means both of them.

- (m) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (n) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (o) "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.
- (p) "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

(l) "Party"

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India.

4. Language

4.1. This Contract has been executed in the English, 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. 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**.

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. Code of Integrity 10.1. The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Consultants and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity

10.2. Govt. of Assam prescribes to the Client and Consultants to uphold the Code of Integrity, which prohibits officers or employees of a Client or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in-
 - a) tender process or to secure a contract;

- b) disclosure of Conflict of Interest;
- c) discloser by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity
- d) during the last three years or of any debarment by any other Procuring Entity

10.3. In case of any breach of the Code of Integrity by a Consultant or a prospective Consultant, as the case may be, the Client after giving a reasonable opportunity of being heard, may take appropriate measures including–

- (i) exclusion of the Consultant from the procurement process;
- (ii) recovery of payments made by the Client along with interest thereon at bank rate;
- (iii) cancellation of the relevant contract and recovery of compensation for loss incurred by the Client;
- (iv) debarment of the consultant from participation in future procurements of the Govt. of Assam for a period not exceeding three years

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- | | |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11. Effectiveness of Contract | 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13. Commencement of Services | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC . |
| 14. Expiration of Contract | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC . |
| 15. Entire Agreement | 15.1. This Contract contains all covenants, stipulations and provisions |

agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations here under.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures,

of carrying out the terms and conditions of this Contract.

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.

c. Measures to be Taken

Form of Contract

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend 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):

b. By the Consultant

- (a) If the Consultant fails to remedy a failure in the performance of its obligations here under, 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 GCC45.1;
- (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 GCC13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, 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.

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 GCC45.1 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 GCC45.1.

If the Client is in material breach of its obligation 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

d. Cessation of Services

e. Payment upon Termination

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 (iv) any right which a Party may have under the Applicable Law.

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.

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 paragraph (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

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

**b. Law
Applicable to
Services**

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

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations, the Govt. of India prohibits commercial relations with that country.

**21. Conflict of
Interests**

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

21.2 Conflict of interest for a Procuring Entity or its personnel and consultants is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

21.3 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following—

- a) Conflict of Interest occurs when the private interests of a procuring entity or its personnel, such as personal, non- official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- c) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material

assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;

- d) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procurement Entity;

21.4 The situations in which consultants participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other bidder;
- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a consultant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;

21.5 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, unless otherwise indicated in the **SCC**.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

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 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client.

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 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 for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

**29. Description of Key
Experts**

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

**30. Replacement of
Key Experts**

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

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

**31. Removal of Experts
or Sub-consultants**

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine

that Consultant's Expert or Sub-consultant have acted in contravention to Code of Integrity provisions given in GCC 10, while performing the

Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

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

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

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

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of

(f) 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**.

33. Access to Project Site

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

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

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

35. Services, Facilities and Property of the Client

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

36. Counterpart Personnel

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

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

37. Payment Obligation

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

F. PAYMENTS TO THECONSULTANT

38. Contract Price

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

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in Indian Rupees.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC38.1.

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

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount 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 setoff.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty(60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by

the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the account of the Consultant specified in the **SCC**.

G. FAIRNESS AND GOOD FAITH

42. Good Faith

42.1 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

43. Amicable Settlement

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

43.2 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 44.1 shall apply.

44. Dispute Resolution

44.1 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**.

3. 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 GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Project Director, AS-CFMS, AS-CFMS Office, 9th Floor, New Kar Bhawan, Dispur, Guwahati-06 Attention: Shri, Jayant Narlikar, IAS Facsimile: E-mail: aspireprocure@gmail.com</p> <p>Consultant: _____ _____ Attention: _____ Facsimile: _____ E-mail (where permitted): _____</p>
8.1	<i>Not applicable</i>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Shri Jayant Narlikar, IAS, Commissioner and Secretary to the Government of Assam, Finance Department and <i>Project Director, AS-CFMS</i></p> <p>For the Consultant: <i>[name, title]</i> _____</p>
11.1	N/A
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be: <i>30 days</i></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be: 10 days after signing of the contract.</p> <p>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>Expiration of Contract:</p> <p>The time period shall be Twelve months from the commencement of service which may be extended by an additional year based on satisfactory performance. Such an extension will be under the same terms and conditions as the original contract</p>
21.5	<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 GCC21.4.g</p> <p>Yes</p>
23.1	<p>No additional provisions. The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds TWO times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "applicable law in the Client's country"</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>Professional liability insurance, with a minimum coverage of 100% of the contract amount</p>
27.1	<p><i>Not applicable</i></p>

27.2	<i>The Consultant shall not use the data, reports, presentations, etc. for purposes unrelated to this Contract without the prior written approval of the Client. [OR]</i>
32.1 (a) through (e)	<i>Not applicable</i>
32.1(f)	<i>Not applicable</i>
38.1	<p>The Contract price is: _____ [insert amount] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Client [insert as appropriate: "for" or "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>
41.2	<p>The payment schedule:</p> <ul style="list-style-type: none"> v. No Advance Payment will be made by AS-CFMS on any account. vi. All Payments shall be made in Indian Rupees only. No payment will be released without submission of PBG. vii. Payment to the agency will be made on quarterly basis upon submission of invoice on the basis of actual manpower provided and acceptance of output as per TOR. viii. Payment shall be subject to deduction of any amount for which the Consultant is liable under the agreement as per this contract/tender terms. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the prevailing Income- Tax Act/rule and any other taxes/dues (if any).
41.2.1	Not Applicable
41.2.4	<p>The account is:</p> <p><i>[insert account].</i></p>

44.1	Disputes shall be settled by arbitration in accordance with the following provisions:
	<p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty(30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate professional body]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two(2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate appointing authority]</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>

	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Arbitration and Conciliation Act, 1996 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>Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p> <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none">(a) proceedings shall be held in Guwahati, <i>India</i>(b) the <i>English</i> language shall be the official language for all purposes; and(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.
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4. Appendices to Contract

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 5 (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 5 of the RFP]

.....

APPENDIX B - KEY EXPERTS

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

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

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

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

*[See Clause GCC 41.2.1 and SCC
41.2.1]*

{Guarantor letterhead}

**Bank Guarantee for Advance
Payment**

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

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

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

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

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

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the day of *_[month]___, [year],²* whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

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

¹ The Guarantor shall insert an amount representing the amount of the advance payment.

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