



# **West Bengal Inland Water Transport, Logistics and Spatial Development Project**

**Client:**

**West Bengal Transport Infrastructure Development Corporation  
Limited**

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

APPOINTMENT OF INTERNAL  
AUDITOR

**Request for Proposals for  
“Appointment of Chartered  
Accountant Firm for Internal Audit  
(FY 2025-26)  
of  
West Bengal Inland Water  
Transport, Logistics and Spatial  
Development Project”**

Issued By

**West Bengal Transport Infrastructure Development Corporation  
Limited**

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

**RFP No:** *IN-WBTIDCL-482659-CS-QCBS*

**RFP Issue date:** 22/03/2025

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## **PART I**

### **Section 1. Request for Proposal Letter**

## Request for Proposal Letter

### Consulting Services

**Name of Assignment:** Appointment of Internal Auditor for West Bengal Inland Water Transport, Logistics and Spatial Development Project, Transport Department, Government of West Bengal

**RFP Reference No.:** *IN-WBTIDCL-482659-CS-QCBS*

**Loan No./Credit No./ Grant No.:** IBRD-91760

**Country:** India

**Date:** 22/03/2025

Dear Interested Consultants:

1. The *Government of West Bengal (GoWB) through Government of India* (hereinafter called “Borrower”) has received financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a loan (hereinafter called “loan”) toward the cost of *West Bengal Inland Water Transport, Logistics and Spatial Development Project*. The West Bengal Transport Infrastructure Development Corporation Limited (WBTIDCL), an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the *WBTIDCL* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the *WBTIDCL* shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Client now invites online proposals to provide the following consulting services (hereinafter called “Services”) Appointment of Internal Auditor for West Bengal Inland Water Transport, Logistics and Spatial Development Project, Transport Department, Government of West Bengal.
3. This electronic Request for Proposals (RFP) has been addressed to the interested eligible Consultants.

4. It is not permissible to transfer this RFP to any other firm.
5. A firm will be selected under Quality and Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" July 2016, revised in November 2017 and August 2018 ("Procurement Regulations"), which can be found at the following website: [www.worldbank.org](http://www.worldbank.org)

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal FTP - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Time Based)

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

Yours sincerely,

State Project Director,

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

## Section 2. Instructions to Consultants and Data Sheet

### Instructions to Consultants

#### A. General Provisions

##### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Regulations” means Procurement Regulations for IPF Borrowers of date specified in the **Data Sheet**
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the loan agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.



- (j) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “In writing” means communicated in written form (e.g. by mail, e-mail, fax, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of consultants through e-procurement system, based on the SPD - RFP.

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

## 2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

## 3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interest’s paramount, strictly avoiding conflicts

with other assignments or its own corporate interests, and acting without any consideration for future work.

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

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

**a. Conflicting Activities**

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

**b. Conflicting Assignments**

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

**c. Conflicting Relationships**

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank

throughout the selection process and the execution of the Contract.

**4. Unfair  
Competitive  
Advantage**

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

**5. Fraud and  
Corruption**

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

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

**6. Eligibility**

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

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

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

**a. Sanctions**

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for,

or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the Data Sheet**.

- |  |   |
|--|---|
| <b>b. Prohibitions</b>                             | <p>6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or</li> <li>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</li> </ul> |
| <b>c. Restrictions for State-Owned Enterprises</b> | <p>6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.</p>  |
| <b>d. Restrictions for Public Employees</b>        | <p>6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:</p> <ul style="list-style-type: none"> <li>(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and</li> <li>(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.</li> </ul>   |
| <b>e. Borrower Debarment</b>                       | <p>6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to</p>  |

participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

## **B. Preparation of Proposals**

- 7. General Considerations**
- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal**
- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language**
- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such

proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

- 12. Proposal Validity**
- 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
- a. Extension of Validity Period**
- 12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.
- c. Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP**
- 13.1 The e-procurement system specified in ITC 17.1 provides for online clarifications. The Consultant may request an online clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with procedure described in **Data Sheet**. The amendment shall be binding on all shortlisted Consultants.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit online a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline in accordance with the procedure described in the **Data Sheet**. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b)



shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

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

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

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

## **15. Technical Proposal Format and Content**

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

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

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the

**Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

- 16. Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- a. Price Adjustment** 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

### C. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically through the website and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected.
- 17.2 An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable,

the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.

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

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

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

## **18. Confidentiality**

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

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be

subject to the application of prevailing Bank's sanctions procedures.

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

### **19. Online Opening of Technical Proposals**

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the **Data Sheet** and this could be viewed online by the shortlisted Consultants. The short-listed consultants or their authorized representatives may attend the online opening in person if this option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate or as indicated in the **Data Sheet**.

### **20. Proposals Evaluation**

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

### **21. Evaluation of Technical Proposals**

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

it fails to achieve the minimum technical score indicated in the **Data Sheet**.

**22. Financial Proposals for QBS**

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

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

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

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

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time, and if indicated in ITC 23.5 location of the online public opening of the Financial Proposals and invite them to attend.

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

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time, and if indicated in ITC 23.5 location of the online public opening and invite them for the opening of the Financial Proposals.

23.3 If the ITC 23.5 provides an option of attending in person, the opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened online by the Client's evaluation committee as described in the **Data Sheet**. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud first and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the portal for the information of the Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening.

## **24. Correction of Errors**

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

### **a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures and there is therefore, no scope of discrepancy and need for the Client's evaluation

committee to correct any computational or arithmetical errors.

The Client's evaluation committee will adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- b. Lump-Sum Contracts**      24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
- 25. Taxes**      25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency**      26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)**      27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)**      27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

**c. Least-Cost Selection**

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a consultant to negotiate the Contract.

**D. Negotiations and Award**

**28. Negotiations**

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

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

**a. Availability of Key Experts**

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

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

**b. Technical Negotiations**

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These



discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial Negotiations**

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

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

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

**29. Conclusion of Negotiations**

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

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

**30. Standstill Period**

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

**31. Notice of Intention to Award**

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

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

**32. Notification of Award**

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

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

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

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

### **33. Debriefing by the Client**

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

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

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

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

### **34. Award of Contract**

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

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

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

## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	A. General
1 (b)	<b>The date of the Applicable Regulations is:</b> “ <a href="#">Procurement</a> Regulations for IPF Borrowers” July 2016, revised in November 2017 and August 2018 (“Procurement Regulations”),
1 (c)	<i>India</i>
2.1	<p><b>Name of the Client:</b> West Bengal Transport Infrastructure Development Corporation Limited</p> <p><b>Method of selection:</b> <u>Quality and Cost Based Selection (QCBS)</u> as per the World Bank Procurement Regulations July 2016, Revised in November 2017 and August 2018 (available on <a href="http://www.worldbank.org">www.worldbank.org</a>).</p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b> Appointment of Internal Auditor for West Bengal Inland Water Transport, Logistics and Spatial Development Project, Transport Department, Government of West Bengal</p> <p>.</p>
2.3	<b>A pre-proposal conference will be held:</b> No
2.4	<b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> As per information mentioned in the Term of reference
4.1	<i>The Present Auditor is restricted to Participate as they are assigned two years of Audit.</i>

6.3.1	A list of debarred firms and individuals is available at the Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders:</p> <p style="text-align: center;"><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p style="text-align: center;"><b>The Technical Proposal comprising:</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> </ul> <p style="text-align: center;">AND</p> <p style="text-align: center;"><b>The Financial Proposal (if applicable) comprising:</b></p> <ul style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> <li>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</li> </ul>
10.2	<p><b>Statement of Undertaking is required</b></p> <p>Yes</p> <p><i>[Already included in Form TECH-1]</i></p>

11.1	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p>No</p>
12.1	<p><b>Proposals must remain valid for 120 days</b> after the proposal submission deadline.</p>
12.4	<p>Any extension of validity period will be hosted on e-procurement portal and an e-mail will be sent to each short-listed Consultant. The Consultants may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in <b>Data Sheet 2.3</b>.</p>
13.1	<p><b>Clarifications may be requested</b> no later than 15 calendar days prior to the submission deadline.</p> <p>The system will also send auto-e-mail regarding hosting of query and response to all the Consultants. The Consultants shall remain responsible to view query and response thereto.</p>
13.1.1	<p>The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.</p> <p>The Consultants shall remain responsible to view amendment to RFP.</p>
13.1.2	<p><b>The Client will host extension of submission deadline</b> on the e-procurement portal.</p>
13.2	<p>A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal before the deadline for submission of proposals.</p>
14.1.1	<p><b>No Shortlisted consultant as its Single stage Procurement.</b></p> <p><b>Consultants may associate with</b></p> <p>(a) <b>non-shortlisted consultant(s):</b> No</p> <p><b>Or</b></p> <p>(b) <b>other shortlisted Consultants:</b> No</p> <p><b>(c) Immediate previous consultants / Audit Firm of FY 2023-24: No</b></p>

<p><b>14.1.2</b> (Do not use for Fixed Budget method)</p>	<p><b>Estimated input of Key and Non- Key Experts' time-input: 128 person-days.</b></p>
<p><b>14.1.3</b> for time-based contracts only</p>	<p><b>N.A.</b></p>
<p><b>14.1.4 and 27.2</b> use for Fixed Budget method</p>	<p>Not Applicable.</p>
<p><b>15.2</b></p>	<p>The format of the Technical Proposal to be submitted is:  FTP (Full Technical Proposal)  Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p><b>16.1</b></p>	<p><i>A <u>sample</u> list is provided below for guidance. Items that are not applicable should be deleted; others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms.</i></p> <ol style="list-style-type: none"> <li><i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></li> <li><i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i></li> <li><i>(3) cost of office accommodation, including overheads and back-stop support;</i></li> <li><i>(4) communications costs;</i></li> <li><i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></li> </ol>



	<p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i></p>
<b>16.2</b>	<p><b>A price adjustment provision applies to remuneration rates:</b></p> <p>No.</p>
<b>16.3</b>	<p><b>Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website <a href="http://finmin.nic.in">http://finmin.nic.in</a></b></p> <p>Consultants (Foreign and Domestic) are responsible for payment of all taxes as applicable in India.</p> <p>The Client will reimburse the Consultant for only Goods &amp; Services Tax (GST) if claimed separately.</p> <p>The above only are to be shown separately in the financial proposal.</p>
<b>16.4</b>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p><b>The Financial Proposal should state local costs in the Client's country currency (local currency):</b> Yes</p>
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<p><b>The Consultants have to submit their Proposals electronically through <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>.</b></p> <p>Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the Website <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>.</p> <p><b>The Technical Cover should contain only the Technical Proposal, if any Financial Information is found in the Technical Proposal the proposal may be considered rejected.</b></p>

	<p><b>The Financial Cover should contain the Financial Proposal (Form FIN 1 to FIN 4).</b></p> <p>Each consultant is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e-Token.</p> <p>Shortlisted consultants willing to take part in the process of e-Tendering will have to be enrolled &amp; registered with the Government e-Procurement system, through logging in to <a href="https://etender.wb.nic.in">https://etender.wb.nic.in</a> the contractor is to click on the link for e-Tendering site as given on the web portal.</p> <p>The shortlisted consultants can search &amp; download the RFP Document electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.</p> <p>Date &amp; Time Schedule: -</p> <table border="1" data-bbox="444 1035 1393 1520"> <thead> <tr> <th>S. No.</th> <th>Particulars</th> <th>Date &amp; Time (in IST)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Date of Publishing RFP Documents</td> <td>22/03/2025</td> </tr> <tr> <td>2.</td> <td>Download Start Date</td> <td>22/03/2025 09:00 Hours</td> </tr> <tr> <td>3.</td> <td>Pre-Proposal Meeting</td> <td>N. A</td> </tr> <tr> <td>4.</td> <td>Proposal Submission/Upload Start Date</td> <td>26.03.2025 15.00 Hours</td> </tr> <tr> <td>5.</td> <td>Proposal Submission/Upload End Date</td> <td>11/04/2025 16:00 Hours</td> </tr> <tr> <td>5.</td> <td>Date of Opening of Technical Proposal</td> <td>11/04/2025 16.30 Hours</td> </tr> <tr> <td>6.</td> <td>Date of opening of Financial Bid</td> <td>To be notified later</td> </tr> </tbody> </table>	S. No.	Particulars	Date & Time (in IST)	1.	Date of Publishing RFP Documents	22/03/2025	2.	Download Start Date	22/03/2025 09:00 Hours	3.	Pre-Proposal Meeting	N. A	4.	Proposal Submission/Upload Start Date	26.03.2025 15.00 Hours	5.	Proposal Submission/Upload End Date	11/04/2025 16:00 Hours	5.	Date of Opening of Technical Proposal	11/04/2025 16.30 Hours	6.	Date of opening of Financial Bid	To be notified later	
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17.4	<p><b>The Proposals must be uploaded on the e-procurement portal no later than:</b></p> <p><b>Date:</b> <i>same as the submission deadline indicated in 17.1.</i></p> <p><b>Time:</b> <i>same as the submission deadline indicated in 17.1.</i></p>																									
17.5	None																									

<p><b>19.1</b></p>	<p><b>The procedure for online opening of technical proposals shall be:</b>  <i>Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.</i></p> <p><b>Date:</b> same as the submission deadline indicated in 17.1.</p> <p><b>Time:</b> same as the submission deadline indicated in 17.1.</p> <p><b>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</b></p> <p>West Bengal Transport Infrastructure Development Corporation Limited  Transport Department, Paribahan Bhaban – II,  E.M. Bye-Pass &amp; Rashbehari Connector Intersection  (C.S.T.C. Kasba Depot Compound)  Kolkata - 700107  E-mail: wbtidc@yahoo.com  Country: INDIA</p> <p><i>[In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day]</i></p>
<p><b>19.2</b></p>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</b></p>
<p><b>21.1</b> (For FTP)</p>	<p><b>Part A:</b></p> <ol style="list-style-type: none"> <li>1. The Firm must be registered with ICAI, Income Tax &amp; GST. (Evidence need to be submitted).</li> <li>2. The Firm shall have a standing of at least 10 years in the profession and should be empaneled with CAG. The firm should submit documentary evidence for the same.</li> <li>3. Minimum Average Annual Turnover of last 03 Financial years (2021-22, 22-23 &amp; 23-24) of the Firm should be at least 50 Lacs or more. (Statutory Audit Report and Detailed Copy of ITR need to be submitted)</li> <li>4. The Firm shall have at least 03 full time partners along with 01 FCA Partner. The firm should submit documentary evidence (Firm Certificate as on 31.12.2024 and Partnership Deed) for the same.</li> <li>5. The Firm shall have enough staff to handle the audit of the project. The firm shall furnish details of (i) Partners (full time and part time); (ii) Qualified CAs working at the firm (FCAs and ACAs) (iii) Semi qualified staff working at the firm (iv) other staff (Articles/ audit clerks, Paid assistants). The details shall include – Name, No. of years of experience/year of article ship, short description of experience (for</li> </ol>

- partners, FCAs and ACAs) in tabular form along with documentary evidence.
6. The firm should have completed at least 05 Internal or Statutory audit assignments of Externally Aided Projects / Government Department/ Government Companies / Boards / Societies, and shall be familiar with Government Rules, Regulations, Circulars & Notifications. The details of the same should be submitted.
  7. Firm should not be blacklisted by Central/State Government or Government Company/Undertaking. (Declaration required).
  8. Supporting Documents duly signed and sealed by partner.
  9. Authorization letter to partner for submission the proposal.

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

**Part B:**

The firms those comply **Part A** will be considered for evaluation as per below mentioned criteria, sub-criteria and point system.

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

Evaluation Criteria		Points						
(i)	<p>Specific Experience of The Consultant (As A Firm) Relevant to The Assignment.</p> <p>[Details of marks:</p> <table style="margin-left: 40px;"> <tr> <td>Up to 05 projects</td> <td style="text-align: right;">10 marks</td> </tr> <tr> <td>05 to 10 projects</td> <td style="text-align: right;">20 marks</td> </tr> <tr> <td>More than 10 projects</td> <td style="text-align: right;">30 marks</td> </tr> </table> <p>The firm should have completed at least 05 Internal or Statutory audit assignments of Externally Aided Projects/ Government Department/ Government Companies/ Boards/ Societies, and shall be familiar with Government Rules, Regulations, Circulars &amp; Notifications. (Supporting documents like completion certificate need to be submitted).</p>	Up to 05 projects	10 marks	05 to 10 projects	20 marks	More than 10 projects	30 marks	30
Up to 05 projects	10 marks							
05 to 10 projects	20 marks							
More than 10 projects	30 marks							

	<b>Total Points (Criteria I)</b>	<b>30</b>

(ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 15**

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

[Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]

(iii) **Key Experts' qualifications and competence for the Assignment:**

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

<b>Post</b>	<b>NOS</b>	<b>Marks</b>
<b>Key Experts</b>		
Team Leader	1	20
Dy. Team leader	1	15
Senior Audit Assistant	2	10 each

**Total points for criterion (iii): 55**

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

- 1) General qualifications (general education, training, and experience): 15%
  - 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 75%
  - 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, existing Acts and Rules etc.): 10%
- Total weightage: 100%

**Total points for the three criteria: 100**

**The minimum technical score (St) required to pass is: 75**

The consultant must qualify both Part A and Part B.

<p><b>21.1</b> [for STP]</p>	<p>Not Applicable</p>
<p><b>Public Opening of Financial Proposals</b></p>	
<p><b>23.1 and 23.2</b></p>	<p><b>Notifications to the Consultants will be sent as following:</b> The Client shall notify the Consultants online through e-procurement portal.</p> <p>Consultants have an option to attend the opening of the Financial Proposals in person through authorised representative.</p> <p><b><i>The opening shall take place at:</i></b> West Bengal Transport Infrastructure Development Corporation Limited Transport Department, Paribahan Bhaban – II, E.M. Bye-Pass &amp; Rashbehari Connector Intersection (C.S.T.C. Kasba Depot Compound) Kolkata - 700107 E-mail: wbtidc@yahoo.com Country: INDIA</p> <p><b>Date:</b> To be notified later <b>Time:</b> To be notified later</p> <p><i>[In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day]</i></p>
<p><b>23.5</b></p>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact the Jt. Project Director and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client’s website, if available</p> <p><b>The online opening procedure shall be as following:</b></p>

	<p>Financial proposals will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated in Data Sheet 23.2</p> <p><b>The procedure for notifying the Consultants on the results of the financial opening shall be as following:</b> same as in ITC 23.2</p> <p><b>An option of presence in person is provided</b> at the place, date and time as specified in Data Sheet 23.2</p>
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST, Sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p><b>The single currency for the conversion of all prices expressed in various currencies into one is:</b> Indian Rupees</p> <p><b>The official source of the selling (exchange) rate is:</b> State Bank of India (SBI) B.C. Selling Rate of Exchange <i>or equivalent</i>.</p> <p><b>The date of the exchange rate is:</b> The last date for submission of proposals</p>
27.1 (QCBS only)	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 70, and</b></p> <p><b>P = 30</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal;</p>

	P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$ .
	<b>D. Negotiations and Award</b>
<b>28.1</b>	<b>Expected date and address for contract negotiations:</b> <b>Date:</b> 15/05/2025 <b>Address:</b> West Bengal Transport Infrastructure Development Corporation Limited Transport Department, Paribahan Bhaban – II, E.M. Bye-Pass & Rashbehari Connector Intersection (C.S.T.C. Kasba Depot Compound) Kolkata - 700107
<b>30.1</b> <b>Standstill Period</b>	The Standstill Period is – <b>Not applicable</b>
<b>31.1</b>	<b>Procedure for notifying all Consultants whose financial Proposals were opened, the Intention to Award the Contract to the successful Consultant will be as follows:</b> the Client shall notify the Consultants online through e-procurement portal.
<b>32.2</b>	<b>The publication of the contract award information will be done as follows:</b> <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> .
<b>34.2</b>	<b>Expected date for the commencement of the Services:</b> <b>Date:</b> 1st week of June 2025 <b>at:</b> Kolkata, West Bengal, India
<b>35.1</b>	The procedures for making a Procurement-related Complaint are detailed in the “ <a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:  <b>For the attention:</b> Shri Tapas Biswas <b>Title/position:</b> <i>Joint Project Director</i>



	<p><b>Client:</b> West Bengal Transport Infrastructure Development Corporation Limited <b>Email address:</b> <a href="mailto:wbtidc@yahoo.com">wbtidc@yahoo.com</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of this Request for Proposal;</li><li>2. the Client's decision to exclude a consultant from the procurement process prior to the award of contract; and</li><li>3. the Client's decision to award the contract.</li></ol>
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## Section 3. Technical Proposal – Standard Forms

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

### CHECKLIST OF REQUIRED FORMS

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

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

**Form TECH-1****TECHNICAL PROPOSAL SUBMISSION FORM**

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{ Location, Date }

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To:

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

Dear Sir:

We, the undersigned, offer to provide the consulting services for ‘**Appointment of Internal Auditor for West Bengal Inland Water Transport, Logistics and Spatial Development Project, Transport Department, Government of West Bengal**’ in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal in a separate envelope.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy regarding Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (f) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and other relevant laws.
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

---

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

Full name: {insert full name of authorized representative }

Title: {insert title/position of authorized representative }

Name of Consultant (company’s name):

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

Address: {insert the authorized representative’s address }

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

Email: {insert the authorized representative’s email address }\_\_\_\_\_

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**FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)****CONSULTANT’S ORGANIZATION AND EXPERIENCE**

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

**A - Consultant’s Organization**

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

**B - Consultant’s Experience**

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1. List only previous similar assignments successfully completed in the last [10] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a firm. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables /outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in INR equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment (JV experience not allowed)</b>
{e.g., Jan.2009– Apr.2010}	{e.g., “Internal Audit of EAP Project /Government Department/ Government Companies .....}	{e.g., Ministry of ....., country}	{e.g., INR 10 Lacs}	{e.g., sole Consultant}
{e.g., Jan-May 2008}	{e.g., “Statutory Audit of EAP Project/ Government Department/ Government Companies.....}	{e.g., municipality of....., country}	{e.g., INR 20 Lacs}	{e.g., sole Consultant}

**FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)****COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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



## FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

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Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
  - b) Work Plan
  - c) Organization and Staffing }
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

### FORM TECH-5 (FOR FTP)

#### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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



### FORM TECH-6 (FOR FTP AND STP)

#### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	.....	D-...			Home	Field	Total
<b>KEY EXPERTS</b>															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
n															
											<b>Subtotal</b>				
<b>NON-KEY EXPERTS</b>															
N-1			[Home]												
			[Field]												
N-2															
n															
											<b>Subtotal</b>				
											<b>Total</b>				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

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

 Full time input  
 Part time input

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

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**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.}

<b>Period</b>	<b>Employing organization and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[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:**

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

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**Adequacy for the Assignment:**

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

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

**Certification:**

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

{ day/month/year }

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Name of Expert

Signature

Date

{ day/month/year }

## Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

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

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

---

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

---

{ Location, Date }

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

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Dear Sirs:

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

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

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

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

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

We remain,

Yours sincerely,



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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Address: {insert the authorized representative's address}

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

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

### FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
				{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
<b>Cost of the Financial Proposal</b>				
Including:				
(1) <b>Remuneration</b>				
(2) <b>Reimbursables</b>				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax: e.g., GST at prevailing rates}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<b>Total Estimate for Indirect Local Tax:</b>				

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

### FORM FIN-3 BREAKDOWN OF REMUNERATION

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

<b>A. Remuneration</b> _____								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)				{Local Currency- as in FIN-2}
_____	<b>Key Experts</b>							
K-1			[Home]					
			[Field]					
K-2								
_____	<b>Non-Key Experts</b>							
N-1			[Home]					
N-2			[Field]					
	<b>Total Costs</b>							

### FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

<b>B. Reimbursable Expenses</b>								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity				{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}		_____				
—	{e.g., International flights}	{Ticket}		_____				
—	{e.g., In/out airport transportation}	{Trip}		_____				
	{e.g., Communication costs between Insert place and Insert place}			_____				
	{e.g., reproduction of reports}			_____				
	{e.g., Office rent}			_____				
	.....			_____				
	{Training of the Client’s personnel – if required in TOR}			_____				
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

## **Section 5. Eligible Countries**

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None



## Section 6. Fraud and Corruption

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

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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



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## Section 7. Terms of Reference

### II. Background and project description

WBTIDCL, a body corporate registered under the Companies Act, 1956 is the implementing agency for project investments. WBTIDCL is a 100 percent Government-owned company, controlled and administered by the Transport Department, Government of West Bengal. The FM assessment confirms that the FM systems of the State and WBTIDCL may be considered adequate for the purposes of: (a) recording all transactions and balances relating to the project correctly and completely; (b) producing accurate and reliable financial statements on a regular and timely basis; (c) safeguarding the project's assets; and (d) being audited by independent auditors acceptable to the Bank.

The project development objectives (PDO) are to (i) improve the efficiency and safety of passenger and freight movement across the Hooghly River; and (ii) establish a spatial planning framework to enhance accessibility within Kolkata Metropolitan Area.

The achievement of the PDO will be measured by the six indicators given below:

- a. Improve the efficiency and safety of passenger and freight movement across the Hooghly River.
  - i. Increased passenger volume on waterway (disaggregated by gender).
  - ii. Time reduction in passenger movement across the river for three representative routes
  - iii. Percentage of reduction in travel distance for truck movement across the river for one representative route; and
  - iv. Increased number of trucks on waterway on a selected route.
- b. Establish a spatial planning framework to enhance accessibility within Kolkata Metropolitan Area.
  - i. Safety Management System established and implemented; and
  - ii. Spatial and mobility plans developed and approved by the Minister in Charge.

### III. Project Components

The project comprises four components:

Component A: Strengthening Inland Water Transport (IWT) Institutional Capacity (US\$20 million of which IBRD loan US\$14 million). This component will support institutional capacity enhancements for the GoWB's Department of Transport to assess, identify and develop the scope for sector planning, regulatory and institutional reforms, review of governance structures, business and financial planning, safety management and capacity enhancement for key agencies operating within the West Bengal IWT sector, including private sector operators through two sub components:

Sub component A.1: Support for institutional capacity enhancement to regulate, manage, and maintain river transport systems (US\$8 million of which IBRD loan US\$5.6 million). This sub component will finance: (a) TA to prepare the Institutional Strengthening and Business Plan (ISBP), which will comprehensively map the institutional structure, business processes and human resource management and identify opportunities for

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improvement and consolidation. As part of preparing the ISBP, a Training Needs Assessment (TNA) of the Transport Department and its key subsidiaries will be conducted to support a full training program implemented under the project; and (b) support for the implementation of the ISBP and the capacity building programs, including an increase in the percentage of women in technical and non-technical job roles in the IWT Department.

Sub component A.2: Safety management: river navigation aids, night navigation technology on some routes, and emergency response system (US\$12 million of which IBRD loan US\$8.4 million). This sub component will provide goods (equipment and software for navigation) estimated at a cost of US\$10 million to support 24-hour services / night navigation on the most hazardous and/or trafficked routes and crossing points of the Hooghly River, beginning with pilots at two to three crucial locations. This sub component will support consultancy services (estimated at a cost of US\$2 million) to develop the system, provide its operation protocols and provide training for staff. The deployment of navigation aids will be scaled up based on the investment strategy for the sector, through:

TA assessment of the existing RIS followed by implementing an update to the system.

- a. purchase of equipment and software for the navigation system and emergency response system.
- b. pilot of a mobile app which can be triggered to raise alarm for any incident either in the ferry terminal or the vessel; and
- c. carrying out of a gender-disaggregated user satisfaction survey to measure improved perceptions of safety during the first year of implementation, mid-term, and end term.

Component B: Technical Assistance for Planning and Investment Prioritization (US\$8 million of which IBRD loan US\$5.6 million). With a large project area and multiple institutions, this Component will finance consultancy services to support the institutional capacity strengthening efforts and tackle the structural elements that form the basis for the Project's main challenge: constrained accessibility. The component will support medium- and long-term spatial, mobility and logistics planning to improve the livelihood and mobility within the city of Kolkata and the linkages to the port, through:

Sub component B.1: Spatial Development Strategy and Logistics Master Planning (US\$5 million of which IBRD loan US\$3.5 million). The sub component will finance consultancy services to strengthen the planning capacity for sound investments as well as for forming an effective linkage between planning, fiscal policy, and the budget process for the KMA through: (a) preparation of a spatial development strategy (SDS) and additional technical studies focusing on preparing local plans for sub-projects identified by the SDS, and (b) preparation of a logistics master plan (LMP) and provision of additional technical support to a high-level council on logistics.

Sub component B.2: Prioritizing investments in IWT and linkages to transport network (US\$3 million of which IBRD loan US\$2.1 million). This sub component will finance consultancy services to prioritize investments in IWT in the short and medium-term and provide a long-term vision for mobility within the KMA through the preparation of an integrated strategic development plan (ISDP) and a comprehensive mobility plan (CMP).

Component C: Infrastructure investments to improve water transport (US\$115 million of which IBRD loan US\$80.5 million). This Component will provide infrastructure investments, including goods, works and consultancy services to improve passenger urban mobility and freight movement in two phases addressing both short and long-term solutions to the critical needs of the current IWT system through three sub components.

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The first phase (C.1) provides investments that are urgently needed to support the IWT system. The second phase (C.2 and C.3) concentrates on long-term improvements to the efficiency and safety of IWT.

Sub component C.1: Improve infrastructure capacity of the existing network (US\$40 million of which IBRD loan US\$28 million): This sub-component will support the capacity of the existing system through building of, inter alia: (a) pontoons and gangways to enhance the capacity of existing jetties in twenty-six (26) selected sites; (b) twenty two (22) new passenger ferries based on the design with improved safety standards and fuel efficiency; and (c) electronic smart ticketing gates at forty (40) jetties, while additional jetties will be rehabilitated as the need is identified.

Sub component C.2: Enhancing Passenger Movement (US\$40 million of which IBRD loan US\$28 million): This sub-component will support long term investments to be identified in the ISDP, including:

- a. terminals, jetties, road access and ancillary infrastructure, in addition to other investments required to ensure navigable fairways.
- b. improved design of inland water transport vessels and solutions to modernize the fleet; and (c) system management including RIS integrated with the national RIS and the port information system. In addition, the ISDP shall provide a phased approach to private sector solutions to vessel financing and create a pilot project demonstrating efficient solutions. The exact number of jetties and their locations will be determined based on a multi-criteria analysis of economic benefits, access, intermodal connectivity, and social and environmental impacts.

Sub-component C.3: Improving Infrastructure Capacity for Freight Movement (US\$35 million of which IBRD loan US\$24.5 million): This sub-component will finance the provision of an alternative for truck movement to be identified in the ISDP, focusing on decongestant vehicular movement on land by facilitating access across the Hooghly River, through inter alia:

- a. Ro-Ro jetties, terminals, and road access.
- b. design and financing solutions for private participation in Ro-Ro vessels.
- c. system management; and
- d. support for the creation of a private sector pilot project to increase the number of Ro-Ro vessels in operation. Locations where connectivity across the river can be effectively utilized to enhance cargo movement have been identified based on preliminary assessment and demand. The exact number of jetties and their locations will be determined after analysis of economic benefits, access, intermodal connectivity, and social and environmental impacts through the ISDP. While there are no Ro-Ro vessels currently operating, market demand studies indicate the potential for a private sector solution.

Component D: Support to Implementation (US\$7 million of which IBRD loan US\$4.9 million): This Component will finance technical assistance and advisory services to the PMU and the Project Steering Committee (“PSC”), including project management and coordination costs associated with project implementation, consultancy services for feasibility, conceptual, and detailed designs, safeguards instruments for sub-projects, preparation of follow-on operations, mobilization of expertise, exchange of international experience, and advisory services to support the PSC and the Logistics Council, once established, as well as capacity development and policy support on climate mitigation and adaptation through specific consultancies, knowledge events, and staff training.

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#### **IV. Project Financing**

The project is an Investment Project Financing (IPF) of US\$105 million, which includes incentivizing a results-based approach guided by certain Performance-Based Conditions (PBC) corresponding to US\$28 million. An IPF-PBC operation is considered appropriate, as the PDO will require greater focus over the quality of outputs and complementary institutional reforms and long-term planning. The total project cost is US\$150 million of which US\$105 million will be funded by IBRD and the balance US\$45 million will be the GoWB's contribution.

#### **V. Project Development Objective**

The objectives of the Project are to: (i) improve the efficiency and safety of passenger and freight movement across the Hooghly River; and (ii) establish a spatial planning framework to enhance accessibility within the Kolkata Metropolitan Area.

#### **VI. Implementing Agencies**

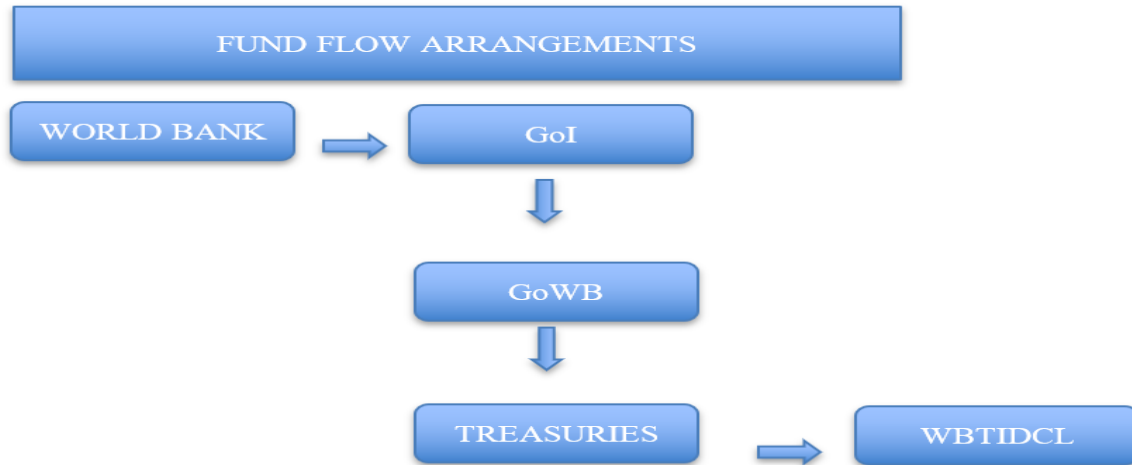
The West Bengal Transport Infrastructure Development Corporation Limited (WBTIDCL) will be the Project's implementing agency. A PMU has been established in WBTIDCL and is headed by a Project Director and staffed by technical experts and specialists. The PMU will have overall responsibility for implementing the Project, including technical, operational, environmental, and social safeguards, procurement, financial management and communication activities. The PMU will receive implementation support from the World Bank and from a dedicated infrastructure project management firm to be hired under the Component A for the duration of the project.

Technical and Monitoring and Evaluation (M&E) functions will be performed by key staff appointed within WBTIDCL. The Accounts Office of the WBTIDCL, led by the Joint Managing Director and advised by the Financial Adviser of Transport Department, will oversee the Project procurement. The Procurement Specialist of the PMU will be appointed as the focal point for coordination with the Accounts Office. The Financial Management will be overseen by the Accounts Office of WBTIDCL under the supervision of the Joint Managing Director.

Project oversight will be the responsibility of a Project Steering Committee (PSC) comprising representatives from all concerned stakeholders. The PSC has been established and is chaired by the Chief Secretary.

#### **VII. Accounting, Flow of Funds and Reporting Arrangements**

1. The Financial Management arrangements, including the internal control framework, are documented in detailed in the Project agreement, Loan agreement, Project Appraisal Document (PAD), Project operation manual (POM) and Project procurement strategy for development (PPSD).
2. The Project has 01 accounting center which is PMU at WBTIDCL.
3. Books of accounts are maintained under Double Entry Accounting system using cash basis of accounting. Accounts are prepared by using Tally.
4. Project funds flow from the Treasury system of GoWB to the Treasury account of WBTIDCL. Periodic releases are made to the implementing agencies. The fund flow chart is shown below:



5. The PMU furnishes a quarterly consolidated interim financial report (IFR) to the World Bank for claiming Bank finance, which is submitted within 45 days of close of each quarter.

### VIII. Objective of this Assignment

The overall objectives of Internal Audit are to provide the project management with independent assurance that:

1. the internal controls established by the management are designed appropriately and are commensurate to the nature and size of the project.
2. to verify whether the overall financial management and specifically internal controls as documented in the Project agreement, Loan agreement, Project Appraisal Document (PAD), Project operation manual (POM) and Project procurement strategy for development (PPSD) are in practice and working effectively.
3. In addition, it is expected that internal audit should play a role in assisting management in bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management and internal controls.
  - a. Financial Reporting is carrying out in proper and timely manner.
  - b. Staffing and Capacity building is proper.
  - c. Proper accounting and maintenance of records.
  - d. Proper flow of fund.
  - e. Proper Budgeting and counterpart funding.
  - f. External Audit compliances carried out in timely manner.

### IX. Scope of this Assignment

Internal audit will be carried out in accordance with the Framework, Principles and Standards on Internal Auditing issued by the Institute of Chartered Accountants of India. In conducting the audit, special attention should be paid to the following:

1. All funds have been used in accordance with the conditions of the relevant legal agreements and only for the purposes for which the financing was provided. Relevant legal agreements include the Financing Agreement, Project Agreement, Project Appraisal Document (PAD), Project operation manual (POM), Project procurement strategy for development (PPSD) and the Minutes of Negotiation.
2. The monthly/quarterly expenditure statement submitted by the PMUs indicating the approved budget provision and expenditure during the month, cumulative

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expenditure against the activity / sub-activity during the year should be reviewed by the Internal Auditor.

3. The procurement procedure adopted for civil works, goods and consultancy services should be reviewed by the Internal Auditor, and it should be ensured that correct procedures and time schedule as per the World Bank Procurement Guidelines have been followed for each procurement.
4. It should be ensured that the records of all procurement, agreements, work/purchase orders, invoices, receipts, stock registers, FAR, Bank Guarantees etc. are properly maintained, and link back to the expenditures reported via Interim Unaudited Financial Reports (IUFs). The auditor should also review contract management arrangements whether business standards and timeline for payment to contractors are being adhered to.
5. The auditor shall review whether accounts have been prepared in accordance with consistently relevant government accounting standards.
6. The auditor shall report on whether Treasury transactions have been carried out properly with proper deduction and deposition of statutory dues.
7. The auditor shall review and report on whether the accounting for the advances is properly recorded in the accounting books; whether systems are in place for monitoring the receipt of periodic financial reports & follow up on overdue reports are adequate. Exceptions should be identified and reported.
8. The auditor shall check that all the statutory liabilities are met within the statutory time limits.
9. The Internal Auditor should ensure that Fixed Asset Registers are being maintained by project participants. The FAR should include adequate information on assets created and assets acquired by the project, including description, details of cost, identification, and location of assets. The Internal Auditor should carry out physical verification of a sample of assets created out of the project and comment on its utilization. The internal auditor should check as to whether the terms and conditions of contract of building new infrastructure have been adhered to with respect to time and money.
10. The auditor should ensure that project assets exist, are adequately safeguarded, and are used for their intended purposes.
11. The auditor should ensure the efficiency and timeliness of the funds flow mechanism and whether there are delays which could impact the timely implementation of project. The auditor should also identify and report the reasons for such delays and possible remedial measures.
12. The Internal Auditor will ascertain that fund have been utilized as per World Bank Guidelines/norms, especially the procurement procedures.
13. The auditor should ensure that all necessary supporting documents, records etc., have been separately filed in respect of all project activities and that clear linkages exist between the supporting documents, accounting books and records and the periodic financial reports from the respective spending unit.
14. The auditor shall review and report on whether the IUFs are submitted in a timely manner, whether release of funds is conditional to receipt of IUFs and report exceptions, if any.
15. Ledger Scrutiny and rectification of entries.
16. The auditor should ensure all project funds received under the project have been used within time and with due attention to economy, efficiency, and effectiveness.
17. The auditor shall check the implementation and effectiveness of internal controls.

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18. While conducting internal audit in a subsequent phase the auditor will ensure that the compliance report on audit observations pointed out in the reports relating to earlier audit is made and corrective actions taken on those points are furnished in the Audit Report of the subsequent phase.
  19. Routine errors of omission or commission noted during internal audit may be rectified on the spot.
  20. Suggestions to management for better implementation of projects.
  21. Internal Auditor is expected to go at field level and Project sites.
  22. Other suggestion for betterment of the existing system.

## **X. Coverage of the Audit**

1. Physical Coverage of audit: The WBIWTLSD Project spans across the Kolkata Metropolitan Area of West Bengal and the auditor is expected to cover all physical areas. Project must be audited during each quarter of the year, including PMU. All consultancies and contracts entered by PMU for project purposes shall be included within the scope of audit.
2. Extent of Audit: The auditor will undertake a review of 50 – 70% of the transactions by value, keeping in mind the risk assessed at each unit. All transfers of funds are to be checked and verified.
3. Period, Timing and Sample coverage of Internal Audit: The Internal Audit will be for one year i.e., Financial Year 2025 -26. The audit shall be conducted on a quarterly basis for all accounting centers. The auditor will draw up a quarterly audit plan within 15 days of the start of the period in consultation with the management, i.e., PMU.

## **XI. Reporting**

**Quarterly Reporting:** Internal Audit Reports containing the following elements should be submitted to the Audit Committee on a quarterly basis:

The objective and scope of the internal audit.

1. A summary of the internal auditing procedures performed.
2. The internal auditor's opinion as to the overall adequacy of the systems of internal control and its implementation.
3. Key management issues: The Internal Auditor will report the critical issues of PMU as per scope of the assignment.
4. The Internal Auditor should provide an Executive Summary highlighting the critical issues which require the management's attention and the status of actions on the previous recommendations.
5. Detailed internal audit findings with adequate descriptions of weaknesses identified and the associated impacts and risks.
6. Appropriate and reasonable recommendations to address the identified weaknesses.
7. A separate, summary of the findings on review of procurement aspects with reference to the Procurement operation Manual, Project agreement, Loan agreement and Annual Work Plans.
8. Responses to findings and recommendations by authorized persons stating the timeline for remediation and the person responsible.
9. The reporting should be done on "report by exception basis" and rest should be maintained as working papers. The main audit report should be bifurcated in three parts,

first is critical issues/ serious queries which need management attention, second is queries which are not yet solved/sorted and third is queries of important nature although which have been solved but are of such significant nature which warrants that these should be known to the management.

10. Besides the above internal audit procedures, the information demanded through audit questionnaire by the management should be provided in each report.
11. Communication/Presentation to Senior Management: The auditor will present his findings of the quarterly reports to the Nodal Officers, Finance Advisor cum Chief Accounts Officer, and Project Director.
12. The report should be discussed and agreed with Project Management Unit and should be structured to list the observations, the implications of the observations, the suggested recommendation, and the management comments/agreed actions. The audit observations should be supported by instances and quantified, as far as practicable. The audit report of the previous period should be submitted within two months of end of the period. Compliance Summary of audit paras raised in previous audit report will be part and parcel of internal audit report.

## **XII. Qualifications & Experience of Key Experts**

The Internal Audit team shall comprise of the following Key personnel, whose CVs will be evaluated for this assignment:

<b>S. No.</b>	<b>Particulars</b>	<b>Staff Req</b>	<b>Qualification required</b>	<b>Expected man days to be put in for 1 year</b>
(a)	Team Leader (TL)	1	Chartered Accountant with at least 10 years of post-qualification experience and at least 07 years of experience in leading internal audit assignments in India.	08 man-days
(b)	Deputy Team Leader (DTL)	1	Chartered Accountant with minimum experience of 05 years, with at least 03 years of experience as a manager of internal audits assignments in India	30 man-days
(c)	Senior Audit Assistant	2	C.A.(Inter)/M. Com/B. Com with experience of minimum 03 Years in audit of Government Assignments/Projects.	45 man-days each

- XIII. Tenure:** This assignment shall span project internal audit for FY 2025-26. In case of extension of the life of the project, the assignment shall be extended on an annual / Quarter basis.

## **XIV. Data support to be provided by WBTIDCL:**

1. **Project Audit Review Committee:** The audit committee at PMU will keep a watch on the pending audit objections raised by the auditor and take actions for the speedy



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settlement of the objections by timely follow up. The audit committee will be set up under Project Director.

2. The auditor would be given access to all documents, records, correspondence, and any other information relating to the project and deemed necessary by the auditor (including all contract document, sub-project agreements, reports, annexures, notifications, circulars). The auditor should become familiar with the project, and with the relevant policies and guidelines of the world bank (including those relating to disbursements, procurement and financial management and reporting).
3. The auditor would be provided copies of the Project Implementation Plan; Project Appraisal Document (PAD) of the World Bank; Legal Agreement, Project Agreement (including agreed minutes of negotiations); Loan Agreement, Project operation manual (POM), Project procurement strategy for development (PPSD).
4. Adequate information, files, records, and physical assets for verification will be made available to the auditor.

#### **XV. Guidance for the Auditor on Audit Planning & Execution**

The auditor shall prepare an Audit Programme and plan within 15 days of appointment in coordination with the Accounts & Finance Department of WBTIDCL and agree on the same with the Finance Advisor cum Chief Accounts Officer, WBTIDCL. The auditor shall submit the detailed work plan to the Finance Advisor cum Chief Accounts Officer and Project Director and inform the Project Director before the start of Audit.

The detailed approach and methodology should be provided by the auditor. The auditor shall interact with a variety of stakeholders during the audit. He shall be expected to discuss his finding with the management before issuing the final report. He may also be required to brief a larger audience, present his findings to them, and offer risk mitigation suggestions to the project. Feedback, as necessary, shall be given to the management on the findings of the audit from time to time. Information about any discrepancies can be shared with the management for rectification/clarification.

The auditor should ensure that the Finance Advisor cum Chief Accounts Officer is kept in the loop of all the discussions and correspondence. The Finance Advisor cum Chief Accounts Officer shall serve as the Nodal Officer for the internal auditor for this assignment.



## **PART II**

### **Section 8. Conditions of Contract and Contract Forms**



**STANDARD FORM OF CONTRACT**

**Consultant's Services**

Lump-Sum

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## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

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

*[Loan/Credit/Grant] No:* IBRD-91760

**Contract No.** \_\_\_\_\_

Assignment Title: Appointment of Internal Auditor for West Bengal Inland Water Transport, Logistics and Spatial Development Project, Transport Department, Government of West Bengal  
**between**

West Bengal Transport Infrastructure Development Corporation Limited

\_\_\_\_\_  
*[Name of the Client]*

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated:** \_\_\_\_\_

## I. Form of Contract

### LUMP-SUM

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

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

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]*: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; and Appendix E [*Note to Client: to be included for supervision of infrastructure (such as Plant or Works) contracts and for other consulting service where the social risks are substantial or high*]. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

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

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

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

\_\_\_\_\_  
 [*Authorized Representative of the Consultant – name and signature*]

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

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

*[Name of the lead member]*

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*[Authorized Representative on behalf of a Joint Venture]*

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

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
- (f) **“Consultant”** means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant (if applicable).
- (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- (j) **“Day”** means a working day unless indicated otherwise.

- (k) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH).
- (l) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (n) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (o) **“GCC”** means these General Conditions of Contract.
- (p) **“Government”** means the government of the Client’s country.
- (q) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (s) **“Local Currency”** means the currency of the Client’s country.
- (t) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (u) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

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

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

- (y) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s (if applicable) or Client’s Personnel.
- (z) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (aa) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (bb) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

## 2. Relationship between the Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 3. Law Governing Contract

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

## 4. Language

4.1 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 5. Headings

5.1 The headings shall not limit, alter or affect the meaning of this Contract.

## 6. Communications

6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or

consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

## **7. Location**

7.1 The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

## **8. Authority of Member in Charge**

8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

## **9. Authorized Representatives**

9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

## **10. Fraud and Corruption**

10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.

### **a. Commissions and Fees**

10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **11. Effectiveness of Contract**

11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This



notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

- 12. Termination of Contract for Failure to Become Effective**
- 12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services**
- 13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract**
- 14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement**
- 15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations**
- 16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2 In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition**
- 17.1 For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any

event which a diligent Party could reasonably have been expected to both consider at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

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

**b. No Breach of Contract** 17.4 The failure of a Party to fulfil any of its obligations hereunder shall not be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken** 17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

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

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

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

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 45 & 46.

**18. Suspension**

18.1 The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

**19. Termination**

19.1 This Contract may be terminated by either Party as per provisions set up below:

**a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 46.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in

executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

- b. By the Consultant**
- 19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
  - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
  - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 46.1.
  - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations**
- 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**
- 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a

minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

- e. Payment upon Termination**
- 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
  - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

- a. Standard of Performance**
- 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 22.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 22.3 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**
- 22.4 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.

22.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

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

22.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

## 21. Conflict of Interest

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 43) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

### b. **Consultant and Affiliates Not to Engage**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be

- in Certain Activities** disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated during, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents

(where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights of the Client in Reports and Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents, and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available



to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles, and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

### **29. Code of Conduct**

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

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

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

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

## **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

### **30. Description of Key Experts**

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

### **31. Replacement of Key Experts**

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

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

better qualifications and experience, and at the same rate of remuneration.

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

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

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

**E. OBLIGATIONS OF THE CLIENT**

**33. Assistance and Exemptions**

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

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

register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) Assist the Consultant, any Sub-consultants, and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

**34. Access to Project Site**

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

**35. Change in the Applicable Law Related to Taxes and Duties**

35.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

**36. Services, Facilities and Property of the Client**

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

**37. Counterpart Personnel**

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

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

**38. Payment  
Obligation**

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

**F. PAYMENTS TO THE CONSULTANT**

**39. Contract Price**

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

39.2 Any change to the Contract price specified in Clause GCC 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

**40. Taxes and Duties**

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

40.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

**41. Currency of  
Payment**

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

**42. Mode of Billing and  
Payment**

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

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

42.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies)

specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

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

42.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

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

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

#### **43. Interest on Delayed Payments**

43.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 42.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

### **G. FAIRNESS AND GOOD FAITH**

#### **44. Good Faith**

44.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable

measures to ensure the realization of the objectives of this Contract.

## **H. SETTLEMENT OF DISPUTES**

### **45. Amicable Settlement**

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

45.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 46.1 shall apply.

### **46. Dispute Resolution**

46.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

**II. General Conditions**  
**Attachment 1**  
**Fraud and Corruption**  
*(Text in this Attachment shall not be modified)*

**1. Purpose**

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

**2. Requirements**

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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

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

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



### III. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the law of India</b>
4.1	<b>The language is: English</b>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client: West Bengal Transport Infrastructure Development Corporation Limited  Transport Department, Paribahan Bhaban – II,  E.M. Bye-Pass &amp; Rashbehari Connector Intersection  (C.S.T.C. Kasba Depot Compound)  Kolkata - 700107  Attention : State Project Director  Facsimile : __  E-mail (where permitted): <a href="mailto:wbtidc@yahoo.com">wbtidc@yahoo.com</a>  Consultant : _____  _____  Attention : _____  Facsimile : _____  E-mail (where permitted) : _____</p>
8.1	<i>JV not allowed.</i>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>Finance Advisor Cum CAO, WBIWTLSDP</i></p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>
11.1	The Contract shall come into force and effective on the date of signing of the Contract by the Client and the Consultants
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time shall be 1 (one) Month</p>

<b>13.1</b>	<b>Commencement of Services:</b> The number of days shall be 15 (fifteen) calendar days. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
<b>14.1</b>	Contract duration shall be 12 months from the date of contract signing. The duration may be extended by the client with mutual agreement of the parties (Please refer to the TOR).
<b>21 b.</b>	<b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b>  Yes

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

<p><b>39.1</b></p>	<p>The Contract price is: _____ [insert amount and currency for each currency as applicable] exclusive of local indirect taxes (i.e. GST).</p> <p>Any indirect local taxes (i.e. GST) chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client as per the applicable laws of India. [The Client will reimburse the Consultant for only service tax if claimed separately.</p> <p>Information on the consultant's tax obligation in the country may be found on Ministry of Finance, Government of India website. The Consultant shall take advice from his tax consultant and shall suitability provide for his indirect tax liability/ Service tax in his quote for this assignment. At source deductions, however, shall be made as applicable.]</p>
<p><b>40.1 and 40.2</b></p>	<p>The Client warrants that:</p> <p>the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</li> <li>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</li> </ul>

	<p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>
42.2	<p><b>The payment schedule:</b></p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p><b>1<sup>st</sup> payment:</b> After submission of 1<sup>st</sup> quarter report (20%)  <b>2<sup>nd</sup> payment:</b> After submission of 2<sup>nd</sup> quarter report (20%)  <b>3<sup>rd</sup> payment:</b> After submission of 3<sup>rd</sup> quarter report (20%)  <b>Final payment:</b> After submission of 4<sup>th</sup> quarter report and approval of all the reports by the Management. (40%)</p>
42.2.1	There shall be no advance payment under the contract.
42.2.4	<p><b>The accounts are:</b></p> <p>Account name:  Account number:  Name of Bank:  Address of Bank Branch, with contact:  Tel. No. and email:</p>

	IFSC code GST registration no.
<b>43.1</b>	<b>The interest rate is:</b> 8% per annum for Local currency for each day of delay.
<b>46.1</b>	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>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: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the (i) <i>Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> in case of foreign consultant (ii) The Indian Council of Arbitration, New Delhi for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, (i) <i>Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland in case of foreign consultant</i> (ii) The Indian Council of Arbitration, New Delhi shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(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) <i>the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.;</i> in case of foreign consultant (ii) The Indian Council of Arbitration, New Delhi.</li> </ol> </li> </ol>

	<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) <i>the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.</i>; in case of foreign consultant (ii) The Indian Council of Arbitration, New Delhi in case of to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract, for contracts with Foreign Consultant. <b>For contract with an Indian firm, the arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 of the Government of India, as in force on the date of this Contract.</b></p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties;</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract</p>

	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"><li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>.</li><li>(b) the <i>English</i> language shall be the official language for all purposes; and</li><li>(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.</li></ul>
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## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

.....

### APPENDIX B - KEY EXPERTS

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

.....

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 42.2.3 of this Contract. ”]