

GOVERNMENT OF ASSAM

FLOOD AND RIVER EROSION MANAGEMENT AGENCY OF ASSAM (FREMAA)

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No. FREMAA(P)/PROJ/ADB/23/2023/T-50

Date:10/11/2023

E-Procurement Notice

REQUEST FOR QUOTATION (RFQ)
(NON-CONSULTING SERVICES)

Name of Project: Climate Resilient Brahmaputra Integrated Flood and Riverbank Erosion Risk Management Project (CRBIFRERMP) in Assam

E-Tender reference No: FREMAA(P)/PROJ/ADB/23/2023/1


Date: 10/11/2023

Assignment Title: "Engagement of NGO for Implementation Support of Resettlement Plan (Dibrugarh, Tinsukia)

The Government of India has applied for financing from Asian Development Bank (ADB) towards cost of the **Climate Resilient Brahmaputra Integrated Flood and Riverbank Erosion Risk Management Project (CRBIFRERMP) in Assam**. Under the project, the Chief Executive Officer, Flood & River Erosion Management Agency of Assam (FREMAA), Govt. of Assam, invites Request for Quotation (RFQ) through Open Competitive process from eligible Non-Governmental Organisation (NGO)/Agency. Complete documents of the RFQ shall be available on website <https://assamtenders.gov.in> and www.fremaa.assam.gov.in Intending Service Providers are required to register at e-tender portal of the Assam Govt. <https://assamtenders.gov.in> which is free of cost and participate through e-tender portal only.

A pre-bid meeting is scheduled to be held on 17.11.2023 at 1 PM (13:00 hours IST) in the Conference Hall of FREMAA, 4th Floor, Assam Water Center, Near Basistha Chariali, NH-27, Guwahati, Assam-781029.

The deadline of the online submission of Quotation is on 28/11/2023 at 14:00 Hours IST.


(Dr. Jeevan B, IAS)
Chief Executive Officer, FREMAA

Memo No.: FREMAA(P)/PROJ/ADB/23/2023/T-50-A

Date: 10/11/2023

Copy forwarded for favor of kind information to: -

1. The Director of Information and Public Relation, Government of Assam, Dispur, Guwahati-6 for arranging publication of the above notification in leading English local Daily & one Assamese Daily.
2. PA to Additional Chief Secretary, Water Resource Department, GoA for kind appraisal of the Addl. Chief Secretary.
3. For uploading in e-portal of Govt. of Assam viz www.assamtenders.gov.in, & FREMAA website www.fremaa.assam.gov.in


Chief Executive Officer,
FREMAA

**Request for Quotation
for Nonconsulting Services**

**Engagement of NGO for Implementation
Support of Resettlement Plan
(Dibrugarh, Tinsukia)**

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REQUEST FOR QUOTATION FOR NONCONSULTING SERVICES

Project Title: **L4352-IND: Climate Resilient Brahmaputra Integrated Flood and Riverbank Erosion Risk Management Project in Assam (CRBIFRERMP)**

Source of Funding: Asian Development Bank (ADB)

Contract Reference: FREMAA(P)/PROJ/ADB/23/2023/1

Package description: **Engagement of NGO for Implementation Support of Resettlement Plan (Dibrugarh, Tinsukia)**

Date of Issue of Request: 10th November 2023

Deadline for Submission of Quotation: 28th November 2023

1. We request you to submit price quotations for the non-consulting services described in Appendix A labeled "Scope of Services", provided you are Qualified and Eligible Bidder.
2. Your quotation should be submitted in accordance with the following instructions, procedures and terms and conditions of the Contract. The price quoted shall be deemed to include all the services as defined in this request. The price quoted shall be deemed to include all labor costs, leave, insurance, social welfare charges, or contributions which may or may not be required (by law or by agreement) during the Term of the Services.
3. Your quotation should be written in English language.
4. The deadline for receipt of your quotation(s) by FREMAA is specified above.
5. PRICES: Quote prices in Indian Rupees (INR) only.
6. You are requested to submit your quotation in the attached format (Appendix C).
 - a) You shall submit only one set of quotation for the above items. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your Form of Quotation, your quotation will not be considered further.
 - b) You shall submit the Form of Quotation through the e-procurement portal of the Government of Assam viz. **www.assamtenders.gov.in** .
 - c) Your quotation should be valid for a period of 30 days from the deadline for submission of the quotation indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Service Providers for the Project for two years.
 - d) **Submission and Opening:**

Your Form of Quotation with the required documents shall be submitted electronically through **www.assamtenders.gov.in** only.

Quotations shall be opened online at the e-procurement portal in public in the presence of participating Service Providers' representatives who choose to attend on 28th November 2023 at 16.00 hours IST and at the following address:

**Flood and River Erosion Management Agency of Assam
4th Floor of Assam Water Centre (AWC),
Near Basistha Chariali, Guwahati-781029**

7. FREMAA reserves the right not to accept any/ all bids.

8. Further information can be obtained from:


Deputy Chief Executive Officer

4th Floor of Assam Water Center (AWC),
Near Basistha Chariali, Guwahati-781029

Telephone (+91)7086056499

E-mail : ceo-fremaa@assam.gov.in

Yours sincerely,


**(Dr. Jeevan B, IAS)
Chief Executive Officer
FREMAA**

REQUEST FOR QUOTATION (RFQ) TERMS AND CONDITIONS

1. The Bidders shall be qualified, eligible and shall comply with ADB's Anticorruption Policy.

2. **ADB Anticorruption Policy.** ADB requires Recipient Country (including beneficiaries of ADB-financed activity) and their personnel, as well as NGOs/Agencies participating in an ADB-financed activity, including but not limited to, bidders, suppliers, and contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

- (i) defines, for the purposes of this provision, the terms set forth below as follows:
 - (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (b) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (c) "coercive practice" means 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;
 - (d) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (e) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (f) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (g) "integrity violation" means any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (a) to (f) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (ii) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
- (iii) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Recipient Country or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or

obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Recipient Country having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

- (iv) will impose remedial actions on an NGO or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed,-administered, or -supported contract, financially or otherwise, if it at any time determines that the NGO/Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- (v) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring bidders, suppliers, and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

2.1 All bidders, service providers, consultants, contractors, suppliers, manufacturers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case-by-case basis by ADB, such cooperation is set out in detail in ADB's Integrity Principles and Guidelines (2015, as amended from time to time).

2.2 All bidders, service providers, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its sub-consultants, subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, subcontractors, and other third parties similarly are required to cooperate fully in any investigation when requested by ADB to do so.

3. **Qualified Bidder** must have experience as an established service provider for services similar in scope, complexity and specifications to those covered by the RFQ. This experience as a Bidder in at least one contract in the last 3 years of a size and nature specified in the Scope of Services.

4. **Eligible Bidder** shall comply with the following:

4.1 A Bidder shall be established in an ADB member country and not have conflict of interest as defined below.

4.2 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source countries (ADB members), and all expenditures under the Contract will be limited to such Goods and Related Services. You/your NGO/Agency has a conflict of interest as defined below.

4.3 A Bidder may be a natural person, private entity, or government-owned enterprise or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,

- (i) all partners shall be jointly and severally liable; and
- (ii) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process; and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.4 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.5 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:

- (i) they have controlling shareholders in common; or
- (ii) they receive or have received any direct or indirect subsidy from any of them; or
- (iii) they have the same legal representative for purposes of this bid; or
- (iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of, another Bidder; or influence the decisions of the FREMAA regarding this bidding process; or
- (v) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of para. 4.5(i)–(iv) above, this does not limit the participation of a Bidder as a subcontractor in another Bid, or of an NGO/Agency as a Subcontractor in more than one Bid; or
- (vi) a Bidder, joint venture partner, associates, parent company, or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (vii) a Bidder was affiliated with an NGO/Agency that has been hired (or is proposed to be hired) by FREMAA as Engineer for the Contract; or
- (viii) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the implementation of the technical assistance project that it provided, or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that NGO/Agency; or
- (ix) a Bidder that has a financial or familial relationship with FREMAA personnel who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to FREMAA throughout the procurement process and execution of the contract.

4.6 An NGO/Agency will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporarily suspended or debarred NGO/Agency will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.

4.7 A Bidder shall not be under suspension from bidding by ADB as the result of the execution of a Bid-Securing Declaration.

4.8 Bidders shall provide such evidence of their continued eligibility satisfactory to FREMAA, as the FREMAA shall reasonably request.

4.9 Bidders shall be excluded if, 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 Recipient Country prohibits any import of goods from, or payments to, a particular country, person, or entity in respect of goods or services originating in that country. Where the Recipient Country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that NGO/Agency shall be excluded.

5. **Payment Restrictions.** FREMAA hereby puts the Bidder on notice that the Bidder or any joint venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its joint venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

6. **Evaluation of Quotations.** Price quotations will be evaluated for all the items together and contract awarded to the NGO/Agency offering the lowest evaluated total cost of all the items required under the Scope of Services.

6.1 Offers determined to be substantially responsive to the Scope of Services will be evaluated by comparing their prices. The offer which is not substantially responsive (contains material deviations or reservations to the terms, conditions, and Scope in this RFQ or which does not meet qualification requirements specified in TOR) will not be considered further. FREMAA will evaluate and compare only the quotations determined to be substantially responsive. In evaluating the quotations, FREMAA will adjust for any arithmetical errors as follows:

- (i) where there is a discrepancy between amounts in figures and words, the amount in words will govern;
- (ii) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- (iii) if a Bidder refuses to accept the correction, his/her quotation will be rejected. In addition to the quoted price, all other costs (including social, overhead charges, and applicable insurance) should be included.

7. **Validity of the Offer.** Your quotation(s) should be valid for a period of thirty (30) days from the deadline for receipt of quotation(s) for this RFQ.

7.1 If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Bidders for the project for two years.

7.2 FREMAA may request you to extend the validity of your offer. Refusal to extend the validity of the offer will not result in exclusion from the list of Bidders for the project.

8. **Award of the Contract.** The Bidder whose quotation has been accepted will be notified of the award of Contract through the Letter of Acceptance issued by the Client within 30 days from the date of submission of quotation. The successful Bidder will sign a contract as per the attached form of the Contract and Terms and Conditions of services.

APPENDIX A: SCOPE OF SERVICES

I. PROJECT BACKGROUND

1. The livelihoods of people in the state of Assam are affected by water-related disasters including floods and riverbank erosion especially due to the vast flat floodplain of the Brahmaputra River - one of the world's largest rivers. Climate change impacts exacerbate these disasters and are projected to worsen the floods and riverbank erosion while Assam already suffers from recurrent flooding and continual riverbank erosion from the Brahmaputra River. These are critical development inhibitors of the state as natural hazards and remoteness have led to long-term slower development than the national average, while population growth and density are similar. Therefore, Assam continues to face high poverty, and its socioeconomic development has been hindered.

2. Riverbank erosion is one of the most prominent causes of disasters in Assam due to highly dynamic morphology of the Brahmaputra River and its tributaries. Since the Great Assam Earthquake in 1950, the river has widened from about 6 kilometers (km) to 9 km along its 650 km course in Assam eroding about 5.5% of Assam cultivable area destroying roads, homesteads, crops, and flood embankments. Since 1954, around 427,000 hectares (ha) of land (equivalent to about 7% of Assam area) have been eroded at an average annual erosion rate of 8,000 ha. Between 2000 and 2018, 93 locations eroded along the main stem of the Brahmaputra River in Assam causing damages to a total length of more than 400 km. Riverbank erosion disproportionately affects the poor, who face significant social hardships, such as loss of homesteads, lands, and crops, and are often displaced to fringe lands or urban slums. Disaster risks increase as the population grows, and the high population density of the state hinders people moving away from disaster-prone areas.

3. Erosion damage also extends to public infrastructure, including roads and flood embankments, and the high occurrence of riverbank erosion hinders construction and rehabilitation of flood embankments. About 40% of the state (ie: about 9.4% of the national flood prone area) is inundated on average annually during the monsoon by the Brahmaputra River and its tributaries, resulting in damages and loss of assets and crops. The threat of recurrent floods and riverbank erosion also discourages investment and leads to lower economic growth in the riparian areas. Effective flood and riverbank erosion risk management is therefore essential for economic growth, livelihood improvement, and poverty reduction in these locations. With a growing population as well as the expansion of settlements within the floodplain, future development will need to be carefully managed to protect the population from water-induced disasters. In addition, most of the length of the existing embankments system cannot be relied upon for protection from floods; during severe flood events, embankments are often overtopped or even breach which often leads to disaster. Furthermore, the growing population demands more reliable protection from riverbank erosion and flooding to safeguard their increasing assets and to sustain economic development.

4. **Poverty and rural livelihoods.** Assam's gross domestic product per capita grew by 5.3% in fiscal year 2020, slightly over the national average of 5.1%. However, it lags most states in reducing poverty and about 32% of its 31.2 million population (2001 census) live below the poverty line.¹ Despite job growth in nonfarm sectors, job creation is very low, and about half of the state's workforce rely on agriculture as a primary source of income.²

¹ Government of India, Department of Science & Technology. 2020. *Climate Vulnerability Assessment*. Delhi.

² World Bank. 2017. *Assam – Jobs*.

Women make up 30% of agriculture cultivators and 40% of agricultural wage laborers but own or operate only about 12% of the agricultural land area.³ Women take responsibility for protecting vulnerable family members when disasters occur and are then burdened with disaster recovery.

5. **Agriculture sector.** Agriculture comprises 20% of Assam's gross domestic product. There are about 2.7 million farm families with farm sizes averaging 0.36 ha and 85% of landholdings are small or marginal.⁴ About 75% of Assam farm families live in the Brahmaputra valley where 90% of the net cropped area is at risk of flooding. Flooding causes agriculture losses, deposits sand on fertile fields and the reduced productivity disproportionately affects small farmers, and especially female headed farms. Also, outmigration of men causes women additional burden with household responsibilities, farm production, and financial obligations with limited access to flood warnings, and little representation on decision-making bodies that would better help with flood response.

6. **Disaster risk, climate change and river management.** Assam is exposed to climate impacts such as extreme precipitation, floods, erosion, and drought, severely affecting livelihoods and food security. These are exacerbated by the state's increasing population density on arable land, unplanned urbanization, social vulnerability, marginalization, weak infrastructure, disaster risks, and environmental degradation. Of India's states and union territories, Assam is ranked seventh for likelihood of natural hazards occurring and 26th for achieving the Sustainable Development Goals.⁵ These rankings largely result from the unpredictable and highly dynamic erosion processes of the Brahmaputra River. Since 1980, the frequency of devastating events has risen, and the Brahmaputra valley is among those with the highest projected increase in extreme flood events with climate change.⁶ Long-term solutions have been challenging due to the complex interactions between riverbank erosion, embankments, and drainage infrastructure. These processes also hamper navigation as routes need continuous change in response to shifting sand bars and docking terminals are swept away where riverbanks erode.

7. **Policy Framework.** The 2012 National Water Policy addresses flood and erosion management emphasizing the need to plan investments within the context of climate change, expanding flood forecasting and monitoring, preparing frequency-based flood maps and increase preparedness with up-to-date disaster management plans.⁷ The 2007 Assam Water Policy promotes the use of structural and nonstructural interventions for effective flood control, including cost-effective erosion measures using bioengineering solutions, while the 2010 Assam Disaster Policy promotes proactive, holistic, and integrated disaster management.⁸ Under the AIFRERMIP, a Flood and Erosion Management Plan, finalized in 2020, identifies 115 vulnerable sites along the Brahmaputra River in Assam, documents site issues, includes an annual maintenance plan, and prioritizes proposed solutions. The 20-years Perspective Infrastructure Development Plan for Assam envisages inland water transport's share of cargo to increase from 3% to 10%, reaching 35 million metric tons per annum, a ferry service for 18 million passengers per annum, and an increase in employment of 2 million persons.⁹

³ Government of India, Ministry of Agriculture. 2020. *All India Report on Agriculture Census 2015-16*. Delhi.

⁴ Small landholdings are between 1 and 2 ha, and marginal landholdings are less than 1 ha.

⁵ Government of India, Ministry of Home Affairs and United Nations Development Programme. 2019. *1 Disaster Risk and Resilience in India - An Analytical Study*. Delhi; and *SDG India Index & Dashboard 2020-21*.

⁶ Government of India, Ministry of Earth Sciences. 2020. *Assessment of Climate Change over the Indian Region*. Delhi.

⁷ Government of India, Ministry of Water Resources. 2012. *National Water Policy*. Delhi.

⁸ Government of Assam, 2007. [State Water Policy](#). Guwahati; and Government of Assam, Assam State Disaster Management Authority. 2010. [Assam State Disaster Management Policy](#). Guwahati.

⁹ Government of Assam, Planning and Development Department. 2015. [Inland Water Transport](#). Guwahati.

8. Securing the livelihoods of the population living on floodplain needs to be addressed through public sector interventions aiming at: (i) mitigating the economic losses and social displacement caused by riverbank erosion, (ii) reducing the economic losses resulting from flooding, and (iii) providing a secure environment to facilitate an increase in agricultural and industrial production and to enhance related economic activities.

9. The multi tranche financing facility (MFF) between the Government of India and the Asian Development Bank (ADB) for the Assam Integrated Flood and Riverbank Erosion Risk Management Investment Program (AIFRERMIP) was approved by ADB in 2010. The facility increased the reliability and effectiveness of flood and riverbank erosion risk management systems in priority reaches along three subprojects of the Brahmaputra River through structural and nonstructural interventions, policy strengthening, and institutional and knowledge bases. The second and final tranche of the MFF was physically completed on 18 October 2020. Over the past 20 years, ADB has supported development and innovation of a cost-effective systematic river stabilization approach introduced in Assam in 2010 via AIFRERMIP, providing a first opportunity to increase the state's disaster resilience and paving the way for replicability.

10. Under the AIFRERMIP, the currently named Flood and River Erosion Management Agency of Assam (FREMAA) was established by the state government as the project's executing agency to demonstrate holistic and sustainable FRERM in partnership with ADB. The investment has demonstrably strengthened FREMAA through capacity building.

11. The CRBIFRERMIP to be financed by ADB will focus on the main stem of the Brahmaputra River in Assam and follow a climate resilient, holistic, integrated, systematic, and reach-wise approach to managing riverbank erosion and the attendant flood risk.

12. The main objectives of the project are to (i) reduce in a climate resilient way economic vulnerability and social disruption induced by flood and riverbank erosion in selected flood and erosion prone areas along the main stem of the Brahmaputra River in Assam; (ii) strengthen the institutional capacity for climate and disaster resilient FRERM; (iii) strengthen the knowledge-base for informed decision-making on preventive measures, including forecasting and warnings, asset management, and preparation of river stabilization guidelines and plans; (iv) stabilize selected river reaches integrating erosion and flood protection works to ultimately enhance navigation, and recover lost floodplain land ('land reclamation'); and (v) enhance the livelihoods of the riverine population.

A. Project impact, outcome, and outputs

13. To continue successful outcome of AIFRERMIP, the project will focus on (i) applying and demonstrating a comprehensive integrated risk-informed approach to build climate and disaster resilience; (ii) transferring knowledge and advanced technologies and practices for holistic natural resources management, asset management, and co-benefits optimization; and (iii) enhancing women's climate and disaster resilience and empowerment.

14. The project will be aligned with the following impact: make Assam a disaster resilient state (encompassing substantial and inclusive disaster risk reduction; reduction in loss of lives and livelihoods; increased protection of property and assets; and enhanced capacity to cope with disasters).¹⁰

¹⁰ Assam State Disaster Management Authority. 2022. [Assam State Disaster Management Plan 2022 Vol. I. \(p. 14\)](#).

15. The outputs, as described below, will result in the following outcome: climate resilient flood and riverbank erosion mitigation systems in the Brahmaputra River enhanced.

16. The project will combine structural and nonstructural measures in four high-priority flood- and erosion prone areas to contribute to the broader stabilization of the river. The four high-priority subprojects characterized by a high risk of riverbank erosion, and valuable assets under threat, are: Dibrugarh (Dibrugarh and Tinsukia districts), Morigaon (Morigaon district), Palasbari-Gumi/Guwahati West (Kamrup Rural district), and Goalpara (Goalpara district).

- (i) **Output 1: Climate resilient flood and riverbank erosion risk mitigation measures implemented and maintained in subproject areas.** This output will apply an integrated river stabilization approach developed and refined under the JMREMP, AIFRERMIP and FRERMIP.¹¹ Specifically, the Water Resources Department (WRD) will: (i) construct about 60 km of riverbank erosion protection and 14 km of adaptation and/or emergency works to stabilize the river and improve its navigability; (ii) place about 32 km of pro-siltation measures such as porcupine screens to induce sediment deposition and facilitate stabilization of the river corridor; and (iii) construct, rehabilitate, or widen about 4 km of climate resilient flood embankments, including sluice gates, fish passes, and drainage structures in critical areas to maintain river-floodplain interconnectivity to enhance biodiversity.¹² As learned from prior investments, construction contracts will include provisions for 5 years of monitoring, adaptive maintenance, and emergency works from construction completion to improve sustainability. Assam Agroforestry Development Board (AADB) will pilot nature-based solutions such as reed plantations to promote sediment deposition and reduce rain cuts on slopes, as well as wetland rehabilitation.
- (ii) **Output 2: Knowledge-based FRERM planning strengthened.** This output will further develop key agencies' knowledge bases by improving various decision support tools initiated under AIFRERMIP and will strengthen the state's institutional capacity to deliver FRERM, thereby promoting disaster resilience of the state and affected communities. Specifically, Output 2 will: (i) strengthen flood forecasting and early warning systems; (ii) undertake flood mapping to identify people and infrastructure at risk of flooding and enable better land use planning and management on risk-sensitive land; (iii) improve erosion prediction and embankment breach models to prioritize maintenance; (iv) enhance asset management systems and conduct life-cycle reliability analysis to improve maintenance decisions; (v) gather data through topographic and bathymetric surveys, flow and sediment measurements, and asset condition surveys; and (vii) strengthen existing guidelines for flood and riverbank protection design to address climate impacts and resilience, update river stabilization principles, and document the effectiveness of nature-based solutions. These outputs will also contribute to an update of the 2020 Flood and Erosion Management Plan.
- (iii) **Output 3: Vulnerable people's livelihoods and resilience improved.** This output will continue prior efforts and directly improve the livelihoods and disaster resilience of poor and destitute people living on the flood embankments and

¹¹ ADB. 2014. [Report and Recommendation of the President to the Board of Directors: Multitranchise Financing Facility to Bangladesh: Flood and Riverbank Erosion Risk Management Investment Program](#). Manila.

¹² The new or rehabilitated embankments will accommodate: (i) multipurpose use, (ii) water level of a 100-year flood return period event, including sufficient base width and freeboard for climate-induced increases in water levels.

charlands within the project areas who were severely affected by floods and bank erosion. The project has a gender equity theme categorization and will specifically target women. Activities will: (i) establish eight modern weaving centers, provide sewing machines, and train female headed households and female self-help groups to spin, weave, and market silk; (ii) increase vegetable production by providing climate resilient seeds, promoting improved agricultural practices, and extending marketing support; (iii) provide vocational training for unemployed youth; (iv) raise awareness on flood and riverbank erosion; and (v) strengthen disaster preparedness and emergency response (also via provision of equipment at district and regional level). Support for subsistence and small farmers will include: (i) assistance creating agriculture and fisheries businesses; (ii) identifying income opportunities associated with the nature-based solutions in Output 1;¹³ and (iii) upgrading eight rural markets. Further, the graduation approach will be piloted to complement the various state-led initiatives that strengthen beneficiaries' wellbeing by providing livelihood assistance through agriculture, livestock, fisheries, industries, and vocational training activities.¹⁴ Beneficiaries will be riverine producer collectives registered as farmer producer companies (FPC).

17. The project is estimated to cost about \$255 million.

II. OBJECTIVE OF THE ASSIGNMENT

18. Based on the social assessment and the provisions of the applicable Government and ADB policy framework, districts wise draft Resettlement Plans (RPs) are prepared to mitigate the land acquisition and resettlement impacts caused by the Project. The selected service providers will be responsible for the following, as per the draft RP prepared:

- (i) Verify Displaced Persons (DPs) at site through verification surveys including those households who though identified earlier during baseline have now lost their land.
- (ii) Conduct additional survey to identify absentee titleholder etc. and update RP accordingly as and when required incorporating verification findings.¹⁵
- (iii) Educate the DPs on their entitlements, payment processes and related documentation requirements.
- (iv) Ensure that the DPs are given their full entitlements as due to them, as per the entitlements given in the RP, as may be modified by FREMAA and approved by ADB from time to time.
- (v) Provide support and information to DPs for income restoration.
- (vi) Assist the DPs in relocation and rehabilitation, including counselling, and coordination with the local authorities.
- (vii) Assist the DPs in redressal of their grievances (through the grievance redressal process set up by the project)
- (viii) Assist the Project Management Unit (PMU) of FREMAA in ensuring social safeguard responsibilities of the Project, such as, compliance with Stakeholder Engagement Plan (SEP), Labour Management Procedure (LMP), engagement of women as per Gender Equality and Social Inclusion (GESI) Plan and issues related to gender based violence.

¹³ New livelihood opportunities will arise from nature-based solutions along embankment slopes as well as from wetland revival resulting in new fishing opportunities.

¹⁴ The graduation approach combines cash transfers (to FPCs) with an asset transfer, financial inclusion, tailored skills training, livelihood development, social inclusion, and life-skills coaching and psychosocial support.

¹⁵ The Service providers should coordinate their RP implementation activities in accordance with the proposed construction works schedule.

- (ix) Collect data and submit progress reports on a monthly basis as well as quarterly basis for FREMAA to monitor the progress of the RP implementation.

A. Rationale for Engaging the NGO/Agency

19. The consulting services to be provided by the NGO/agency will support FREMAA to deliver the intended project goals. The NGO/Agency will work with and assist FREMAA in timely implementation of Resettlement Plan (RP) under CRBIFRERMP for Dibrugarh and Tinsukia districts. The Project is divided into four subprojects and spread in five districts. Three separate service providers will be engaged keeping in view the geographical location as stated below:

- (i) One for Kamrup and Goalpara Districts
- (ii) One for Morigaon District
- (iii) One for Dibrugarh and Tinsukia Districts

20. The summary of the Project components to be covered under the Project is presented in Table 1 below. Detailed locations map is presented under Annexure-1 and the detailed scope of work is placed at Annexure-2 for Dibrugarh and Tinsukia districts.

Table 1: Details of Project Components

Type of Work	Dibrugarh and Tinsukia	Morigaon	PGP/ Guwahati West	Goalpara	Total Project
New Embankment (km)	1.20	0.00	0.00	2.08	3.28
Upgrading Embankment (km)	0.00	1.15	0.00	0.00	1.15
Riverbank Revetment (km)	21.26	15.65	11.54	11.35	59.80

km = kilometer; PGP = Palashbari Gumi Project.

B. Subproject Land Acquisition and Resettlement Impacts

21. As per ADB's SPS and based on assessment of land acquisition requirement and anticipated resettlement impacts the Project will be category 'A' for IR¹⁶. The proposed Project interventions will be carried out on underwater areas and above water areas along the banks of the Brahmaputra River. The project's underwater works will have no IR impacts. However private land will be acquired for carrying out above water work and construction and rehabilitation of embankments. Based on the preliminary assessments after joint survey with the Revenue department, the estimated land requirement for the Project (as presented in the Table 2) is around 66.95 hectares out of which 23.46 hectares will be private land and 43.49 will be Govt. land. Tentatively 503 households will be affected, which includes 30 titleholders and 473 non-titleholders who are already identified to be affected under the Project. Data presented below are based on the preliminary survey and tentative estimates. All the data will be updated during the execution of the project.

Table 2: Details of impacts at Dibrugarh and Tinsukia Districts

Name of District	Total Land Required (ha)	Private Land (ha)	Government Land (ha)	Total AH*	TH	NTH
Dibrugarh	37.54	11.85	25.69	411	4	407
Tinsukia	29.41	11.61	17.80	92	26	66
Total	66.95	23.46	43.49	503	30	473

AH = affected household; ha = hectares; NTH = non-titled holder; TH = titled holder.

¹⁶ According to ADB SPS 2009, involuntary resettlement (IR) category A is triggered when 200 households or more will be affected by land acquisition and involuntary resettlement.

22. The NGO/Agency team will be led by a Team Leader cum Resettlement Expert. The NGO/Agency will be engaged in accordance with ADB's Procurement Regulations for ADB Borrowers: Goods, Works, Non-consulting and Consulting Services (2017, as amended from time to time).

III. IMPLEMENTATION ARRANGEMENT

23. FREMAA will administer the NGO/Agency contract and supervise and approve all their outputs. The activities of the NGO/Agency team will be supervised by the Deputy CEO of FREMAA. The consulting services will be implemented over 18 months (tentatively from 1st January 2024 to 30th June 2025).

24. A total of 45 person-months of national consultant inputs are estimated to undertake the assignment. The implementation schedule of the inputs to be rendered will be flexible and in accordance with the current health regulations related to COVID-19 pandemic in India. The NGO team will be based in Guwahati / field Offices, but a few experts (Team Leader cum Resettlement Expert, Community Development cum Livelihood Expert, Gender Expert shall provide intermittent inputs, the NGO/Agency team will conduct frequent field visits to the subproject project areas.

25. The NGO/Agency team will use its own computers, printers and photocopiers, GPS, video, cameras, and other mobile communication equipment and will ensure that the team has an uninterrupted and efficient implementation of project activities.

26. To ensure a smooth implementation of the services and the successful achievement of all the objectives, the NGO/Agency will carry out all its duties and responsibilities with due diligence and efficiency and deliver to FREMAA such information related to the services as FREMAA may reasonably request.

27. The NGO/Agency shall also work in close coordination with and support the Social Development Specialist (SDS) of PMU, FREMAA in implementation of the RP and in helping to mitigate the adverse effects of the project. In accordance with the objectives, the NGO/Agency is expected to undertake the following tasks:

- (i) Assist in implementation of the RP.
- (ii) To co-ordinate with the District Level Land Purchase Committee DLLPCs and GRCs in implementing the RP.
- (iii) The NGO/Agency shall coordinate the meetings of the district level committee for approval of the micro plans wherever required including compilation list of those households who though identified during baseline, have now lost land due to continuous erosion. The list should be provided to FREMAA for processing through PIUs. The service provider would be responsible for facilitating the process of necessary documentation to ensure that they receive their due entitlements.
- (iv) Assist the PIU in undertaking all public meetings, information campaigns at the commencement of the project and give full information to the affected community.
- (v) Translate and explain R&R entitlements and process to the Displaced Persons (DPs).
- (vi) Assist the Engineers (PISC Consultants) and thereby FREMAA to ensure that the Contracts comply with the applicable labour laws including prohibition of child labour, forced labour and SEA/SH (GBV) issues with reference ADB Policies.

- (vii) Assist the PIU and /or the Engineers in ensuring compliance with the safety, health and hygiene norms, and the RP actions proposed for HIV/AIDS awareness/prevention campaigns.
- (viii) Report to SDS on a monthly basis, and quarterly basis.
- (ix) Database management of the DPs.
- (x) Videography and digital photography of DPs, community meetings, etc. and other cost required for implementation of the RP shall be included in the budget submitted by the service provider.
- (xi) The DPs will be facilitated for the Income Generation Scheme training through the service provider i.e., the provisions made for training component will be best utilized through the active support and involvement of the service provider.

IV. OTHER RELEVANT DETAILS

28. The NGO/Agency will ensure close collaboration with FREMAA and other stakeholders throughout the entire duration of the assignment. The detailed tasks of consulting services to be provided by the NGO/Agency will include, but will not be limited to, the following items:

A. Identification and Verification

- (i) The service provider shall undertake a detailed survey of the project affected area and shall update the information on the eligible DPs. The service provider shall verify the information already contained in the RP and the individual losses of the DPs. Should validate the data provided in the RP and update the RP as required. The service provider shall trace the DPs/households that were found missing during the census and baseline surveys and include necessary updates in case any fresh erosion takes place during the implementation. The service provider shall establish rapport with DPs, consult them, provide them information about the respective entitlements as proposed under the RP, and distribute entitlement cum Identity Cards to the eligible DPs. An identity card should include a photograph of the DP, the extent of loss suffered due to the project, and the choice of the DP with regard to the mode of compensation and assistance.
- (ii) The service provider shall prepare a list of the DPs for relocation, enlisting the losses and the entitlements as per the RP, after verification. It shall also prepare a list of the DPs enlisting the losses and the entitlement as per the RP, after verification. Verification exercise shall include actual measurement of the extent of total property loss/damage, and valuation of the loss/damage/affect along with the SDS. The service provider shall display the list of eligible DPs in prominent public places like Panchayat Offices, Block headquarters, and the District Headquarters.
- (iii) During the identification and verification of the eligible DPs, the service provider shall ensure that each of the DPs are contacted and consulted either in groups or individually. The service provider shall specially ensure meaningful consultation with the women from the DP families especially women headed households.
- (iv) Participatory methods should be applied in assessing the needs of the DPs, especially with regard to the vulnerable disadvantaged groups (DAG) of DPs through village level meetings, group discussions and individual meeting ensuring women participation.
- (v) The service provider shall play a vital role in establishing good rapport between the DPs and FREMAA. This will be achieved through regular meetings with both the SDS and the DPs. Meetings with the SDS will be held

at least fortnightly, and meetings with the DPs will be held monthly, during the entire duration of the assignment. All meetings and decisions taken shall be documented by the service provider.

- (vi) Prepare monthly action plans with targets in consultation with SDS.
- (vii) While finalising the affected persons for compensation/assistance the service provider shall make a list of entitled DPs and distribute Identity Cards to each and every verified eligible DP.

B. Project Benefits Information Dissemination & Awareness Generation Among the Displaced Persons

29. The project benefits information dissemination and awareness generation among the affected persons shall include but not limited to the following activities:

- (i) The service provider shall explain to the DPs the need for land acquisition, the provisions of the policy and the entitlements under the RP. This shall include communication to the squatters and encroachers about the need for their eviction, the timeframe for their removal and their entitlements as per the RP.
- (ii) Distribution of the relevant portions of the RP to each and every DP to make them understand the entitlement packages in correct perspectives.
- (iii) The service provider shall disseminate information to the DPs on the possible consequences of the project on the communities' livelihood systems and the options available, so that they do not remain ignorant.
- (iv) The service provider shall prepare micro-level plans for income restoration, in consultation with the DPs. Women's perceptions are important to be incorporated in the development of these plans.
- (v) The service provider will monitor the involvement of child labour, any forced labor, etc. in the civil construction work in each package.
- (vi) In conducting all the mentioned activities, the service provider shall give thrust attention on women and deal with them with care and sympathy.

C. Systematic and timely disbursement of entitled assistances as per the RP

- (i) The service provider will prepare micro plans for DPs indicating category of entitlement.
- (ii) The service provider shall ensure that eligible entitlements are received jointly by the DP and the spouse.
- (iii) Prepare micro plans for livelihood indicating alternate livelihood options, land identification, skills up gradation and institution responsible for training.
- (iv) The service provider shall assist the project authorities in ensuring a smooth transition (during the part or full relocation of the DPs), helping the DPs to take salvaged materials and shift with proper notices. In close consultation with the DPs, the service provider shall inform the SDS about the shifting dates agreed with the DPs in writing and the arrangements desired by the DPs with respect to their entitlements.
- (v) The service provider shall assist the DPs in opening bank accounts explaining the implications and how s/he can access the resources s/he is entitled to.
- (vi) The service provider shall ensure proper utilisation of the R&R budget. The service provider shall help DPs to find economic investment options and are able to restore against the loss of land and other productive assets. The service provider shall identify means and advise the SDS to disburse the entitlements to the eligible persons/families in a manner that is transparent and shall report to the FREMAA on the level of transparent and shall report to

the FREMAA on the level of transparency achieved in the project.

D. Accompanying and representing the displaced persons at the grievance Committee Meetings

- (i) The service provider shall make the DPs aware of the grievance redressal committees (GRCs)
- (ii) The service provider shall train the DPs on the procedure to file a grievance application and to confirm that a statement of claim from the concerned DP accompanies each grievance application. The service provider shall help the DPs in filling up the grievance application and also in clearing their doubts about the procedure as well as the context of the GRC award.
- (iii) The service provider shall record the grievance and bring the same to the notice of the GRCs within 7 (seven) days of receipt of the grievance from the DPs. It shall submit a draft resolution with respect to the particular grievance of the DP, suggesting multiple solutions, if possible, and deliberate on the same in the GRC meeting through the service provider representative in the GRC.
- (iv) To accompany the DPs to the GRC meeting on the decided date, help the DPs to express his/her grievance in a formal manner if requested by the GRC and again inform the DPs of the decisions taken by the GRC within 3 days of receiving a decision from the GRC. (The time frame for the GRC to take a decision is 15 days).

E. Assisting the DPs and the SDS Identify and Negotiate for the New Land for Resettlement.

30. As part of the RP, if any of the eligible DPs to receive alternative land for building structure, the service provider will facilitate for the same. Regarding these, the service provider shall,

- (i) Obtain the DPs choice in terms of Land identification
 - (a) Site for relocation
 - (b) Shifting plan and arrangements Grant utilization plan
 - (c) Community asset building plan and institutional arrangements in maintaining the assets.
- (ii) Assist the DPs/PIU in identifying suitable land for relocation and for agriculture, ensuring the replacement of the land lost in terms of quality and quantity.
- (iii) Assist in identifying suitable government land in consultation with the Revenue Department Officials
- (iv) Interact with host communities to identify issues and motivate them to appreciate and welcome the new neighbours.

F. Assisting the eligible DPs to avail benefit under the existing Government Housing and Employment Schemes

31. With regards to the above, the service provider shall,

- (i) Coordinate the training and capacity building of the DPs, for upgrading their skills for income restoration. This will include the training to be given by the service provider to women self- help-group members in accounting, record maintenance, skill acquisition in the chosen enterprise, and marketing, etc.
- (ii) Define, evolve, and explore alternative methods of livelihood using the local skill and resources.

- (iii) Establish linkages with the district administration and other agencies for ensuring that the DPs are benefited from the schemes available and those they are entitled to. The focus for this component of the work shall be the vulnerable DPs for their income restoration. The service provider shall maintain a detailed record of such facilitation.

G. Representing the DPs in DLLPC

- (i) District Level Land Purchase Committee (DLLPC) will be established at the district level to evaluate the actual market price of the properties in the areas where acquisition of land and /or structures are necessary. The project will assist the eligible DPs towards the difference between the assessed market price and the compensation award. The service provider shall represent the DPs in the committee to ensure that a fair assessment takes place. All the valuation of structures will be vetted by the Government approved value.

H. Tracing the Absentee Titleholders

32. The service provider shall make continuous efforts throughout the contract period to track the absentee titleholder, if anyone is not available to receive the compensation. Some of the efforts that shall be taken are listed below.

- (i) Disseminating the information about the project and affected land details with ownership to the nearby non-affected villages/towns
- (ii) Enquires with other local circle officer within his circle
- (iii) Enquires with the non-affected adjacent villages Gaon Burah/ Panchayat Offices
- (iv) Enquiries with the fellow affected families/persons who stays in other village/town and have availed received compensation
- (v) Enquires with the Relatives and/or friends of the affected families/persons who are not availed compensation and traced.
- (vi) Disseminating about the project and affected land details with ownership and enquires with local community-based organization etc.

I. Physical and Economic Rehabilitation

33. Surveys are needed to identify those who will be physically displaced or economically displaced under the subproject. The service provider will undertake additional surveys in two stages. All those lands needed to be handed over for works in 2023 will be surveyed immediately before those lands are taken over and in case of all other lands these surveys these shall be undertaken in coordination with the construction activities taken up for that year and such data shall be used to prepare Addendum to RP. The service provider shall be responsible to facilitate for collection of the required data from the field and prepare Addendum to RP as and when required.

34. For livelihood/income restoration planning, the service provider will carry out training need and market assessment for eligible APs and incorporate the specific measures in the micro plan. The service provider will be responsible for imparting livelihood training to the entitled DPs opted for such training in consultation with the APs for which budget is provided under the RP.

J. Inter-Agency Linkages for Income Restoration and other R&R Services

35. The service provider shall be responsible for establishing linkages with:
- (i) Financial institutions for facilitating the DPs to access credit.
 - (ii) Government departments, district administration, etc., to ensure that the DPs are included in the development schemes, as applicable.
 - (iii) Training institutes for imparting skill and management training for enterprise creation and development.

K. Assisting the PISC consultant in Ensuring the Social Responsibilities

36. The service provider shall assist the PIU / PISC Consultants to ensure that the Contractors are abiding by the various provisions of the applicable laws, concerning the worker's safety, health and hygiene; gender equity and an environment of non-discrimination on grounds of caste creed religion and race and the child labour issues. Any divergence from the (workers welfare and remuneration, safety, health, hygiene, gender issues, and child labour issues) provisions of these laws should be brought to the notice of the PISC consultant and the SDS.

37. As per these laws, there are specifications regarding the facilities/requirements at the construction camp/site, including basic health care facilities, Mother and Child Welfare units and facilities for vaccinations, day crèche facilities, etc. The service provider shall work in co-ordination of the safety personal of contractor or Project Manager of the Contractor, or any other representative of the Contractors, to ensure these facilities are provided in a satisfactory manner, and all social responsibilities of the Contract is implemented satisfactorily.

L. Assisting the PIU/PISC in Actions related to HIV/AIDS Awareness/Prevention Campaigns/SEA-SH actions and labor aspects

38. Information campaign/advertisement in collaboration with line agencies (such as NACO / Assam Aids control society, etc.), including provision of signage/hoardings at suitable locations, distribution of vehicle stickers, and provision of condom distribution at suitable locations (contractors camps, etc.). The service provider shall assist the PIU to implement these measures, including collaboration with the line agencies.

39. The service provider shall assist the contractors in organizing awareness programmes on child and women trafficking, STDs/HIV etc. The service provider shall ensure, that medical check-ups are provided to the workers at the construction camps. Further the service provider shall check that SEA/SH (GBV provisions) listed in the EMP are carried out e.g. signing of codes of conduct, awareness amongst workers and communities. Likewise provide support to Contractor on community health and safety by help building rapport with communities

M. Monitoring and Evaluation

40. The RP includes a provision for mid-term, and post-project monitoring and evaluation by external consultants. The service provider involved in the implementation of the RP will be required to supply all information, documents to the external monitoring and evaluation consultants. To this end, the service provider shall keep proper documentation of their work and the R&R process involved in the project and shall be responsible for the upkeep and updating of such documents periodically and regularly. The documentation shall include photographs and videotapes of the pre-intervention and the post-intervention scenario of all the properties, structures, and assets affected by the project.

41. Recommending for the improvement of R&R services:
- (i) Extend all services recommended by the additional studies to be

- undertaken by the project, in respect to the R&R services to be provided as part of the project.
- (ii) Recommended and suggested techniques and methods for improvement of services extended by the concerned government departments and other agencies and committees in disbursement/extension of R&R services in the project.
 - (iii) Document implementation of the R&R process and services, including difficulties faced and corresponding solutions.
 - (iv) Discuss, with the FREMAA on contingency management and other improvement of R&R services, within the project period.
 - (v) Documenting of Tasks Carried out by the service provider and Evaluation of the Achievements of RP.

N. Inputs, Required Qualifications, Tasks and Responsibilities

42. **Composition of the NGO/Agency Team.** The NGO/Agency will be led by a National Team Leader cum Resettlement Expert who will have the overall responsibility of delivering all the scope of work of the NGO Agency services and detailed tasks of the NGO/Agency team described in Table 4. The NGO's/Agency multidisciplinary team will be based in Guwahati / field office. The indicative overall composition of the NGO/Agency team and estimated person-months inputs is presented in Table 3. However, this being a lumpsum contract, the NGO/Agency is responsible to provide the required expertise and inputs to complete the deliverables and is to make their own assessment of required expertise and inputs to ensure deliverables.

Table 3: Summary of Consulting Services Requirements (Indicative)

Item	Positions	Person-months(estimated)
	National	
	A. KEY EXPERTS	
I-1	Team Leader cum Resettlement Expert	09
I-2	Community Development cum Livelihood Expert	09
I-3	Social Development Specialists	18
I-4	Gender Expert	09
	B. NON-KEY EXPERTS	
I-5	Community Relation Executives- (I)	18
I-6	Community Relation Executives – (II)	18
	Sub-Total National Key Experts (A)	45
	Sub-Total National Non-Key Experts (B)	36
	Total National Inputs (A+B)	81

Notes:

- (i) Only biodata of key experts will be evaluated as part of the technical proposal. Biodata of all non-key experts will also be submitted with the proposal.
- (ii) Recent health certificate for specialists/experts over 70 years old will be included in the proposal.

43. The minimum required qualifications and experience for each expert/specialist are outlined in the following tables, as well as their tasks, responsibilities and outputs. In addition, each member of the NGO/Agency team will provide timely high quality necessary inputs for reports preparation, and all other tasks as directed by the Team Leader. The Team Leader will supervise and manage the totality of the services of the NGO/Agency team and have the overall responsibility of all the outputs and deliverables to be produced by the entire NGO/Agency team.

Table 4. Minimum Qualifications and Experience Required, Tasks and Responsibilities of Key Experts

National Key Experts	
Team Leader cum Resettlement Expert	
Minimum qualifications and experience required	The Team Leader should be a post-graduate, preferably in social sciences, and should have experience of working in civil engineering projects. S/he should have about 10 years' experience in implementation of R&R and rural development works knowledge of prevailing R&R policies of GoI, SGoA and ADB. H/he should have held responsible position in the previous assignments should possess participatory management skills and should have good knowledge of the region and the local languages.
Tasks and responsibilities	Guide the team in implementing the activities as planned in the RP. Coordinate and supervise verification survey, RP updation, livelihood restoration, consultation, monitoring and reporting. Coordination with FREMAA/SDS/DC/CO etc. and act as a member of GRC and attend monthly review meetings, quarterly review meetings.
Community Development cum Livelihood Expert	
Minimum qualifications and experience required	Should be post-graduate in social sciences. S/he should have about 8 years of working experience in implementation of livelihood and rural development related projects. Knowledge of local language is a necessary.
Tasks and responsibilities	Guide the team in dissemination of information and consultations. Prepare proposals for livelihood/income restoration. Coordinate with other agencies for training on skill development. Ensure documentation of all consultations, trainings on livelihood with outcome.
Social Development Specialists	
Minimum qualifications and experience required	Should be at least a graduate in social sciences. S/he should have about 8 years of working experience of which about 5 years in R&R or rural development projects. Should have sound understanding of the land acquisition process and experience in participatory management. Knowledge of local language is a necessary.
Tasks and responsibilities	Organize community for participation in project and RP implementation. Preparation of micro plan. Ensure distribution of identity cards. Prepare plan for relocation and shifting of vulnerable/landless Aps and common property resources. Facilitate disbursement of assistance and opening of Bank accounts. Facilitate survey by team. Address gender and social issues.
Gender Expert	
Minimum qualifications and experience required	Should be at least a graduate in gender studies/social sciences /anthropology or equivalent. S/he should have about 8 years of working experience of which at least 5 years in gender development, implementation of gender action plan, development of gender action plan etc. Should have sound understanding of various gender related issues in the state of Assam. Should have prior experience of working with female community members. Experience of working on HIV and women trafficking awareness programme will be an added advantage. Knowledge of local language and experience of working in the region is desirable.
Tasks and responsibilities	Ensure gender inclusive planning at all level. Assist FREMAA in implementation of project gender action plan. Assist in monitoring of gender action plan implementation. Ensure participation of female in all project activities including civil works. Ensure equal pay for equal work during civil work. Assist in organizing gender based training programmes for time to time.

Table 5. Minimum Qualifications and Experience Required, Tasks and Responsibilities of Non-key Experts

Non-key Experts	
Community Relation Executives	
Minimum qualifications and experience required	Graduate in Science/commerce /Arts, preferably with 1 – 5 years of experience and from local area with community liaising skills.

O. Provisional sum

44. The NGO will utilize provisional sums with the prior approval of CEO, FREMAA. The provisional sums are structured as per the following categories:

- (i) Survey costs for the Census and socio-economic survey of the Project affected persons (PAPs): INR 3,00,000.00
- (ii) Consultation costs with the PAPs and other stakeholders of the projects at the field levels: INR 3,00,000.00
- (iii) Training program on income restoration and livelihood enhancement for the PAPs: INR 3,00,000.00
- (iv) Costs for preparation of IEC materials for disclosing information about the Resettlement plans, entitlement matrix, micro plans, ID card etc. in local languages: INR 2,00,000.00
- (v) Costs for reporting, documentation, Photography and videography of the field level activities: INR 2,00,000.00

P. Personnel, Facilities, Data, and Local Services, to be provided by FREMAA

45. FREMAA will provide the NGO/Agency with the following facilities and services:

- (i) Copies of the SIA report/ DPs' Census, the RP,
- (ii) Copies of the land acquisition plan, Copies of the final design report and any other relevant reports/data prepared by the Project Preparation Consultants.

46. The FREMAA will assist the NGO/Agency in collaborating with the PISC Consultants. All facilities required in the performance of the assignment, including office space, office stationery, transportation, and accommodation for staff of the service provider, etc., shall be arranged by the service provider.

V. EXPECTED OUTPUTS/DELIVERABLES/REPORTS

47. The NGO/Agency team will produce the deliverables listed below. Other deliverables to present their findings and analyses will also be produced, as necessary. The engaged service provider will develop an electronic database for the entire project related data and information collected from within the project area.

- (i) Inception Report (draft within 15 days after mobilization, final within 1 month after receiving all compiled comments from FREMAA and ADB).
- (ii) Monthly Progress Report (within 15 days after the end of each month).
- (iii) Survey reports related to census validation and detailed list of PAPs (within 2 months after commencement)
- (iv) Micro plans for the affected households (within 3 months after commencement)
- (v) RAP addendum (within 6 months after commencement)
- (vi) Annual Report (with one month of completion of one year of services).

- (vii) Report on providing need-based livelihood restoration trainings to the PAPs (within 15 months after commencement)
- (viii) Final Completion Report (draft report by May 2025, final report by June 2025).
- (ix) Any other relevant report as required by FREMAA.

48. The NGO/Agency will be responsible for the quality of all the deliverables and services provided by the NGO/Agency. The NGO/Agency shall ensure that the RP is implemented in an effective and proper manner. The prime responsibility of the service provider shall be to ensure that each and every eligible DPs receive appropriate and due entitlement (within the Entitlement Matrix) and that, at the end of the project R&R services, the eligible DPs have improved (or at least restored) their previous standard of living. Additionally, the service provider shall help the FREMAA in all other matters deemed to be required to implement the RP in its spirit and entirely including activities involving some financial implications.

49. All documents created, generated, or collected during the period of contract, in carrying out the services under this assignment will be the property of the FREMAA. No information gathered or generated during and in carrying out this assignment shall be disclosed by the service provider without explicit permission of the FREMAA.

APPENDIX B: PRICE SCHEDULE FORM
(inclusive of staffing and breakdown of costs)

LUMP SUM CONTRACT (Total duration of the assignment is 18 months)

Outputs/ deliverables/ reports as stated in the Scope of services	Percent	Time Frame	Total (INR)
(i) Upon approval of Inception Report	10%	1 month after commencement	
(ii) Upon approval of the Census validation, related survey reports, and detailed list of PAPs	10%	2 months after commencement	
(iii) Upon submission of the RAP Addendum	5%	6 months after commencement	
(iv) Upon approval of the RAP Addendum	5%	9 months after commencement	
(v) Upon approval of micro plans for the affected households	10%	3 months after commencement	
(vi) Upon substantial completion (around 50%) of LA and R&R disbursement to the PAPs	10%	6 months after commencement	
(vii) Upon full completion of LA and R&R Disbursement to the PAPs	10%	12 months after commencement	
(viii) Upon completion of convergence services with Government Schemes for the benefit of PAPs	10%	14 months after commencement	
(ix) Upon approval of report on providing need-based livelihood restoration trainings to the PAPs	10%	15 months after commencement	
(x) Upon approval of Draft Final Completion Report	10%	17 months after commencement	
(xi) Upon approval of Final Completion Report	10%	18 months after commencement	
Total for all services	100%		

LA = land acquisition, PAP = project affected persons; RAP = Resettlement Action Plan; R&R = Resettlement & Rehabilitation.

APPENDIX C: FORM OF QUOTATION (NONCONSULTING SERVICES)

{Date}

Flood and River Erosion Management Agency of Assam
 4th Floor of Assam Water Centre (AWC),
 Near Basistha Chariali, Guwahati-781029

To: {Name }

LUMP SUM CONTRACT

1. We offer to execute the _____ **{INSERT NAME AND NUMBER OF CONTRACT}** in accordance with the **Contract Terms and Conditions** and the **Scope of Services** accompanying this Quotation for the Contract Price of **{INSERT AMOUNT IN WORDS AND NAME OF CURRENCY}** (_____) **{INSERT AMOUNT IN NUMBERS}** in accordance with the Price Schedule annexed to the Scope of Services.
2. We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the priced **Scope of Services**.
3. We hereby confirm that this Quotation complies with the Validity of the Offer condition imposed by the **Request for Quotation (RFQ)** document.
4. We undertake that no fees, gratuities, rebates, gifts, commission or other payments, other than those shown below, have been given or received or are intended to be given or received, in connection with the procurement process or in the contract execution.¹⁷
5. We, by submitting the Quotation, acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time, and confirm we:
 - (a) are a national of an ADB member;
 - (b) our directors, key officers, key personnel, including any Subcontractor, consultants, subconsultants, manufacturers, service providers or supplier for any part of the contract do not have a conflict of interest as defined in the RFQ;
 - (c) have not been associated with the NGO/Agency that prepared the specifications of the contract that is the subject of this RFQ;
 - (d) our joint venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent companies, affiliates, or subsidiaries, including any subcontractor, subsuppliers, consultants, manufacturer, service providers for any part of this contract, are not subject to,

¹⁷ The undertaking also applies during the period of performance of the contract if awarded.

or not controlled by any entity or individual that are debarred including cross debarred or temporarily suspended by the ADB;

- (e) have checked all the parties mentioned in the declaration above against ADB's published sanctions list accessed via <https://www.adb.org/who-we-are/integrity/sanctions>.
- (f) our joint venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by ADB or any multilateral development bank.
- (g) our joint venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent companies, affiliates, or subsidiaries, including any subcontractor, subsuppliers, consultants, manufacturer, service providers for any part of this contract are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency;
- (h) are not prohibited from being contracted in compliance with a decision of the United Nations Security Council as described in RFQ Terms and Conditions 4.09;
- (i) our joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors, consultants, subconsultants, manufacturer, service providers or supplier's key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions; and
- (j) our joint venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates, or subsidiaries, including any subcontractors, consultants, manufacturer, service providers or suppliers can make and receive payments through the international banking system or otherwise discharge ADB's obligation upon initiation of wire transfer.

NOTE:

If under ongoing investigation and/or sanction proceedings by ADB or any multilateral development bank, please state details:

- (i) Name of the multilateral development bank: _____
- (ii) Reason for the ongoing investigation / allegations: _____

If so debarred, declared ineligible, temporarily suspended, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each joint venture partner, their respective direct or indirect shareholders, directors,

key officers, key personnel, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):

- (i) Name of Institution: _____
- (ii) Period of debarment, ineligibility, or national or international sanction [*start and end date*]: _____
- (iii) Reason for the debarment, ineligibility, or national or international sanction: _____

If so charged or convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

- (i) Nature of the offense/violation, proceedings, investigation, and/or monitorship or enforcement actions: _____
- (ii) Court and/or area of jurisdiction: _____
- (iii) Resolution [*i.e., dismissed, settled, or convicted; duration of penalty*]: _____
- (iv) Other relevant details [please specify]: _____

If there is a conflict of interest, please state details:

- (i) Parties involved in the conflict of interest: _____
- (ii) Details about the conflict of interest: _____

If unable to make or receive funds through the international banking system or otherwise discharge the ADB's obligation upon initiation of wire transfer, please state the details:

- (i) Nature of the restriction: _____
- (ii) Jurisdiction of the restriction: _____
- (iii) Other relevant details: _____

We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

- 6. We understand it is our obligation to notify FREMAA without delay should any of any changes in connection with the matters described in para. 5 above arises at any stage during the procurement and implement of the Contract.
- 7. At any time following submission of our Form of Quotation, we shall permit, and shall cause our joint venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract to permit ADB/ FREMAA or its representative to inspect our site, assets, accounts and records and other documents relating to the Form of Quotation and to have them audited

by auditors appointed by ADB/FREMAA. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.

8. Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to the Form of Quotation for at least 3 years from the date of submission of the Form of Quotation or the period prescribed in applicable law, whichever is longer.
9. If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
10. We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform FREMAA of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads or attempts to mislead may lead to the automatic rejection of the bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).

Name of Bidder:

Business Registration Reference:

Authorized Signature:

Name of Signatory:

Title of Signatory:

Address:

Telephone Number:

Email address:

Fax Number, if any:

APPENDIX D: ACCEPTANCE OF OFFER

The Client accepts the Bidder's offer to deliver the services. Attached is the Contract with accepted Contract price for Bidder's signature to be submitted to FREMAA within 7 days from receipt.

Name of FREMAA's Authorized signatory:

Designation:

Signature:

Date:

APPENDIX E: SERVICE PROVIDER CONTRACT

Contract Number

SERVICE PROVIDER CONTRACT

This CONTRACT (hereinafter, together with the Terms and Conditions and Appendices attached thereto and forming an integral part hereof, called the "Contract") is made on the {insert date}, between **Flood and River Erosion Management Agency of Assam (FREMAA)**, {insert complete mailing address} on the one part, and {enter Service Provider full legal name}, {enter Service Provider complete mailing address} on the other part (hereinafter called the "Service Provider").

WHEREAS India has applied for financing from the Asian Development Bank (ADB) toward the cost of Climate Resilient Brahmaputra Integrated Flood and Riverbank Erosion Risk Management Project in Assam (CRBIFRERMP) and intends to apply part of the proceeds of this financing to payments under this contract for **Engagement of NGO for Implementation Support of Resettlement Plan (Dibrugarh, Tinsukia)**.

WHEREAS FREMAA has requested the Service Provider to carry out such services on {enter basis of Contract} and on the terms and conditions hereinafter set forth, and in accordance with the Appendices attached hereto, which the Service Provider has agreed to do:

Clause 1. **Scope and Description of Services.** The work to be performed by the Service Provider under the Contract (such work being hereinafter called the "Services") is described in the Scope of Services set forth in Appendix A and Service Provider's Quotation in Appendix B.

Clause 2. Outputs/Deliverables/Reports

Outputs/ deliverables/ reports as stated in the Scope of services	Percent	Time Frame
(i) Upon approval of Inception Report	10%	1 month after commencement
(ii) Upon approval of the Census validation, related survey reports, and detailed list of PAPs	10%	2 months after commencement
(iii) Upon submission of the RAP Addendum	5%	6 months after commencement
(iv) Upon approval of the RAP Addendum	5%	9 months after commencement
(v) Upon approval of micro plans for the affected households	10%	3 months after commencement
(vi) Upon substantial completion (around 50%) of LA and R&R disbursement to the PAPs	10%	6 months after commencement
(vii) Upon full completion of LA and R&R Disbursement to the PAPs	10%	12 months after commencement
(viii) Upon completion of convergence services with Government Schemes for the benefit of PAPs	10%	14 months after commencement
(ix) Upon approval of report on providing need-based livelihood restoration trainings to the PAPs	10%	15 months after commencement

Fax Number:
Email:

CONFORME:

{Name of Service Provider}

FREMAA

**{full name of authorized signatory}
{designation/position}**

**{full name of authorized signatory}
{designation/position}**

- List of Appendices:
- Terms and Conditions of Contract
- Appendix A: Scope of Services
- Appendix B: Price Schedule
- Specific Assurances of the Government
- Standards of Conduct

TERMS AND CONDITIONS OF CONTRACT

1. General

This Contract, including these general terms and conditions, a form of Contract, and any other documents attached hereto, constitute the entire agreement between the parties.

2. Definitions

“ADB” means the Asian Development Bank.

The “Service Provider” means the bidder who has been accepted by ADB and includes the Service Provider's legal personnel representatives, successors, and assignees.

“Services” means the services the Service Provider will perform as specified in Appendix A.

“Contract” means those several documents listed in the Contract and constituting the minimum requirements for the execution of the Services by the Service Provider.

3. Acknowledgment and Acceptance of Contract

The Service Provider, by signing the contract and returning it to FREMAA, signifies acceptance of the Contract and of the terms and conditions governing the Contract.

4. Independent Service Provider

4.1 Nothing contained in this Contract shall be construed as establishing or creating the relationship of master and servant, employer and employee or principal and agent between FREMAA and the Service Provider or his employees or agents or other persons engaged by the Service Provider to perform any of the services.

4.2 The Service Provider shall have no authority to commit FREMAA in any way whatsoever, and shall make this clear as circumstances warrant.

5. Performance of the Services

5.1 The Service Provider shall carry out the Services with due diligence and efficiency and shall furnish to FREMAA such information related to the Services as FREMAA, may from time to time reasonably request.

5.2 The Service Provider shall at all times cooperate and coordinate with FREMAA and ADB, with respect to the provision of the Services.

5.3 The Service Provider shall respect and abide by all applicable laws, regulations, administrative rules and guidance of the Country of the assignment and the Country of their permanent residence/ citizenship.

6. Fees and Payments

6.1 Except as otherwise agreed between FREMAA and the Service Provider, no fees shall be paid in respect of work performed other than during the Term of Engagement as specified in the Contract.

6.2 The fees specified in the Contract shall be deemed to include provision for all leave, insurance, social welfare charges or contributions to which the Service Provider may be or may become liable to pay (by law or by agreement) during the Term of Engagement.

6.3 The Service Provider has full and sole responsibility for complying with any applicable law, regulation, administrative rule, or guidance in this respect and shall indemnify FREMAA against any claim against FREMAA for non-compliance thereof, whether made before or after the termination or expiry of the Contract.

6.4 Except as may be otherwise specified in the Contract, the fees shall also be deemed to include all administrative expenses, and other overheads of the Service Provider.

6.5 The fee shall include all ancillary services such as secretarial services, and research, as may be incurred for the purposes of the Services as specified in the Contract. Unless otherwise specified in the Contract, per diem allowances and travel expenses and all other miscellaneous expenses shall be deemed to be included in the lump sum payment.

7. Contract variations, and Non-Waiver of Contract Terms and Conditions

7.1 FREMAA may make any change in the specifications including additions to or deletions from, the quantities of the Services originally contracted. If any such change affects the Contract Price or time of performance hereunder, an equitable adjustment shall be made by FREMAA to the amount or to the time of performance by written variation order (contract variation).

7.2 The Contract as varied from time to time in accordance with this section contains the entire agreement between the parties and supersedes all prior arrangements or agreements whether written or oral, express or implied. Any variation, waiver or relaxation whether partly or wholly of any of the terms or conditions of the Contract shall be valid only if in writing and signed by or on behalf of the Chief Executive Officer, FREMAA and shall apply only to a particular occasion and for the specific purpose. Any specific waiver or relaxation shall not constitute a waiver or relaxation of any succeeding breach of the same or other terms or conditions.

7.3 If the Service Provider is debarred or temporarily suspended by ADB, FREMAA shall inform ADB of such debarment or suspension, and that the endorsement of ADB's Office of Anticorruption and Integrity is required for any variations, extensions or modifications to the Contract.

8. Subcontracting

The Service Provider shall not assign or subcontract the Contract or any part thereof except with the prior consent in writing of FREMAA and only to a person approved by FREMAA. FREMAA may at its sole discretion refuse to consent.

9. Insurance

9.1 FREMAA's Medical, Death and Disability insurance, Workers Compensation Insurance, or any other insurances will not apply to the Service Provider, or any permitted subcontractor used by the Service Provider.

9.2 All types of insurance are the responsibility of the Service Provider who should ensure the appropriate cover is in place before starting to perform the Services.

9.3 The Service Provider shall be responsible for appropriate insurance coverage and for assuring that any subcontractors it uses also maintain adequate insurance coverage. The Service Provider shall take out and maintain insurance against the risks and for the coverage set forth below:

- (a) in the event the Service Provider is using owned or leased vehicles in carrying out Services under this Contract in the Country of assignment, adequate motor vehicle insurance cover in accordance with local standards;
- (b) insurance or self-insurance against loss or damage to (a) the Service provider's personal property used in the performance of Services and (b) any documents prepared by the Service provider in the performance of Services; and
- (c) insurance against loss of or damage to the equipment purchased in whole or in part with funds provided under this Contract and against loss of or damage to Service Provider's property, including papers and documents, necessary to the Services.

9.4 At FREMAA's request, the Service Provider shall promptly provide evidence showing that insurance required under this Contract has been taken out, maintained and that the current premia have been paid.

10. **Language**

All communications and documents related to the Contract shall be in English.

11. **Confidentiality**

11.1 Except with prior consent of FREMAA, the Service Provider shall not at any time communicate to any person or entity any information disclosed to the Service Provider for the purposes of the Services or discovered in the course of the Services, nor shall the Service Provider make public any information known as a result of the Services.

11.2 If Service Provider in the course of services is expected to handle sensitive, private or confidential information, such service provider shall sign Non-disclosure Agreement.

12. **Corrupt, Fraudulent, Coercive and Collusive Practices**

12.1 Service Providers shall comply with all the terms and conditions in RFQ Terms and Conditions, Article 2 through the execution/performance of the Contract.

12.2 The Service Provider has the obligation to notify FREMAA of any changes in connection with the matters described in para. 5 of the Form of Quotation.

12.3 The Service Provider shall permit ADB or its representative to inspect the Service Provider's site, assets, accounts and records and other documents relating to the submission of Form of Quotation and contract performance of the Contractor and to have them audited by auditors appointed by ADB, if so required by ADB. ADB's right to inspect the site and/or the Service Provider's accounts and records relating to the performance of the Contract stated in this sub-clause shall survive termination and/ or expiration of this Contract.

12.4 If the Service Provider is debarred or temporarily suspended by ADB, FREMAA shall inform ADB of such debarment or suspension, and that the endorsement of ADB's

Office of Anticorruption and Integrity is required for any variations, extensions or modifications to the Contract.

12.5 The Service Provider undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Form of Quotation, have been given or received in connection with the procurement process or in the contract execution.¹⁸

13. Accounts and Records

13.1 The Service Provider shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as are customary in its profession and are sufficient to establish accurately that the special event costs have been duly incurred. Notwithstanding anything to the contrary stated herein, the Service Provider shall maintain accounts and records, including original receipts, invoices and other supporting documents evidencing payments made by the Service Provider under this Contract, for the period of the Services and for a period no less than 5 years after the expiration or termination of this Contract or for the period prescribed in applicable law, whichever is longer.

13.2 The Service Provider shall permit duly authorized representatives of ADB, including auditors selected by ADB, to inspect and make an audit of all such documents, accounts and records in connection with payments made in accordance with this Contract, and make copies of such documents, accounts and records if so requested by ADB. The basic purpose of this audit is to verify payments under this Contract and, in this process, to also verify representations made by the Service Provider in relation to the Contract. The Service Provider shall cooperate with and assist ADB and its authorized representatives in making such audit. In the event the audit discloses that the Service Provider has overcharged ADB, the Service Provider shall immediately reimburse ADB an amount equivalent to the amount overpaid, together with interest on such amount calculated at the then current interest rate for lending by ADB from its ordinary capital resources, payable from the date of such overpayment until the date of reimbursement. If overpayment is a result of the Service Provider having been engaged in what ADB determines to constitute corrupt, fraudulent, collusive or coercive practices or other integrity violations, as defined in ADB's Integrity Principles and Guidelines (2015, as amended from time to time), ADB shall, unless ADB decides otherwise, terminate the Contract. Such action shall be in addition to any action ADB may take in accordance with ADB's Procurement Policy (2017) and ADB's Integrity Principles and Guidelines to declare the Service Provider ineligible for award of further ADB-financed, -administered or -supported contracts.

14. Suspension and Termination Procedures

14.1 The engagement of the Service Provider personnel is conditional upon the Service Provider being in good health and not subject to any physical or mental disability which may interfere with the performance of the Services. To this end, the Service Provider shall furnish FREMAA with all such medical or other evidence as FREMAA may reasonably require, if so requested by FREMAA.

14.2 If, at any time, a duly qualified medical practitioner recognized by FREMAA certifies that, the Service Provider personnel is incapable of performing the Services (or any part of them) by reason of infirmity of mind or body (not caused by the Service Provider's personnel

¹⁸ The undertaking also applies during the period of performance of the contract.

own personal misconduct), the Service Provider personnel, where applicable, shall be entitled to repatriation to the Service Provider personnel usual place of residence. The costs of repatriation shall be borne by the Service Provider.

14.3 FREMAA may suspend performance of the whole or part of the Contract, or the disbursement of funds under the Contract, for a period as specified below, or as FREMAA deems necessary if no period specified:

- (a) FREMAA determines that a condition has arisen which, in the reasonable opinion of FREMAA, interferes, or threatens to interfere, with the effective carrying out of the assignment or accomplishing the Services for a specified period of time not to exceed thirty (30) working days;
- (b) Following health and safety requirements, including quarantine regulations for the period of quarantine-related restrictions, or
- (c) FREMAA becomes aware that the Service Provider may have breached the Standards of Conduct and FREMAA decides, in its sole discretion, to conduct an enquiry into such potential breach of the Standards of Conduct.

14.4 FREMAA may, at any time, by summary notice in writing terminate the Contract if the Service Provider commits any material breach of the obligations hereunder including Article 13 Corrupt, Fraudulent, Coercive and Collusive Practices of this Contract or shall have been engaged in conduct likely to bring FREMAA into disrepute. (Refer to Standards of Conduct).

14.5 If the Service Provider becomes insolvent, bankrupt or gives FREMAA reasonable evidence of its inability to complete the Services as specified or fails to correct any non-conformity in the Services or performs in bad faith by wilfully not observing the terms and conditions of this Contract, FREMAA may terminate this Contract in whole or in part.

14.6 FREMAA, at any time, and at its sole discretion, may review the Service Provider's references, background checks, criminal record, employment, and education records in respect of any previous employment or contracting history. FREMAA may, at its discretion, by summary notice in writing terminate the Contract if any material discrepancies or issues have been discovered.

14.7 Termination for Convenience. FREMAA may at any time, at its option, terminate this Contract, in whole or in part, by giving 14 days written notice thereof to the Service Provider on the address stated in the Contract. In the event of such termination, the amount due under the Contract shall be subject to equitable adjustment.

14.8 Termination to comply with Government Regulations. The Service Provider may terminate the Contract to comply with new Government regulations.

14.9 Termination due to Force-Majeure. Each party may terminate this Contract, if circumstances defined in Clause 16 make continuation of the services impractical or impossible.

14.10 In no event shall payments pursuant to this Clause exceed the Maximum Contract Amount.

15. Force Majeure

The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract,

and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades and other civil disturbances, epidemics and pandemic, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

- (a) If either party is temporarily unable because of an event of Force Majeure to meet any obligations under the Contract, such party shall give to the other party written notice of the event within fourteen (14) days after its occurrence.
- (b) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (c) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Clause 16 or delays arising from such event.
- (d) Any period required by a party to perform an obligation or complete any action or task pursuant to this Contract, shall be extended for a period equal to the time during which such party was unable to perform such action because of Force Majeure.
- (e) During any period of the Service Provider's inability to perform the Services in whole or in part, because of an event of Force Majeure, FREMAA in its sole discretion, may determine whether the Service Provider shall be entitled to continue to be paid under the terms of this Contract and reimbursed for additional costs reasonably and necessarily incurred by them during such period and in reactivating the Services after the end of such period.

16. **Governing Law and Settlement of Disputes**

16.1 Governing law is the law of India.

16.2 In the event of any dispute or difference arising out of this Contract or in connection therewith which cannot be amicably settled between the parties shall be finally resolved by arbitration as per Arbitration and Conciliation Act, 1996. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. The fees and expenses of the arbitrator and all other expenses of the arbitration shall be initially borne and paid equally by the parties, subject to determination by the arbitrator. The arbitrator may provide in the arbitral award for the reimbursement to the successful party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses, incurred by such party.

17. **Exclusion of Third-Party Rights**

A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Party) Act 1999 or otherwise to enforce any term of this Contract in his, her or its favor except that legally recognized successors or permitted assignees shall be deemed to be a party to this Contract.

18. **FREMAA's Liability**

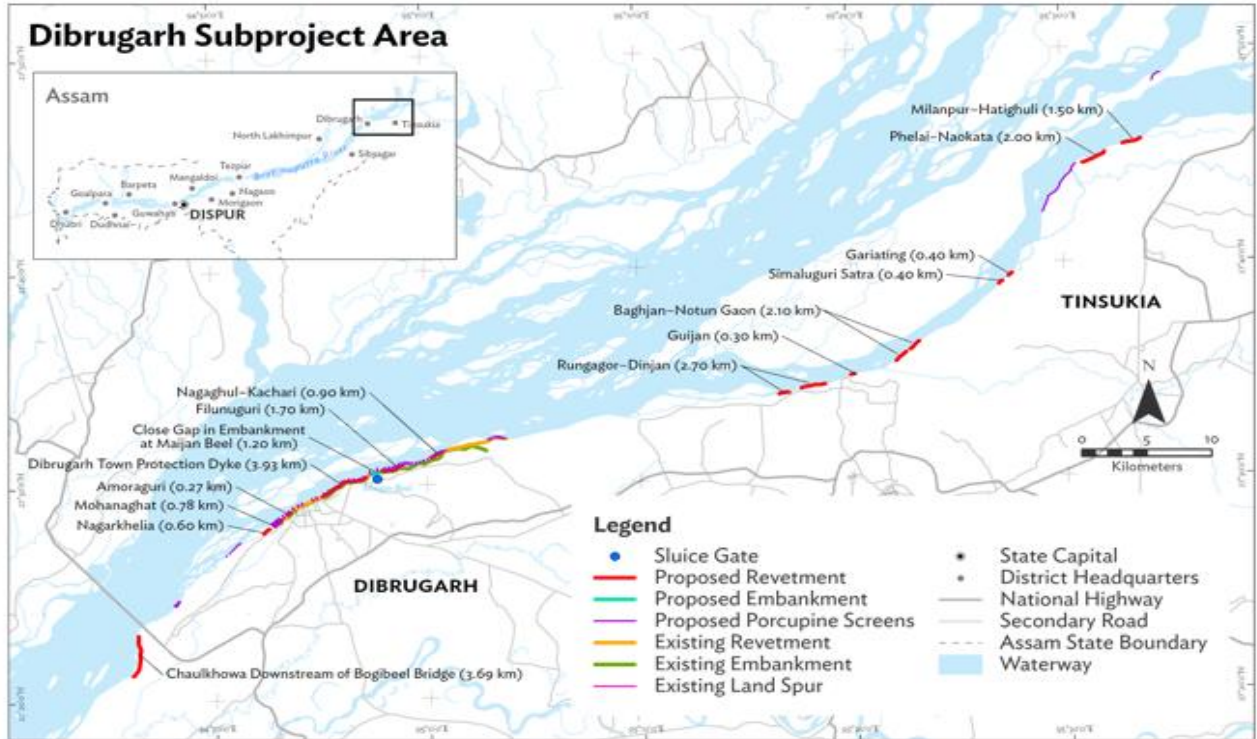
Notwithstanding any other provision of this Contract, FREMAA shall not be liable to the Service Provider under or in connection with this Contract for any loss of damage (including consequential or indirect loss or damage, such as loss of property, profit or business revenue) whether or not caused by the negligent act or omission of FREMAA.

19. **Time is of essence.**

Time is of the essence under this Contract.

Annexure 1 – Location Map

INDIA
CLIMATE RESILIENT BRAHMAPUTRA INTEGRATED FLOOD AND RIVERBANK EROSION RISK MANAGEMENT PROJECT IN ASSAM



Annexure 2: Details of Scope of Works

Subproject	New Embankments (km)		Upgrading Embankments (km)	Riverbank Revetments (km)		Name of the Districts	Name of the Revenue Circles
Dibrugarh (including Tinsukia district)	Close gap in embankment at Maijan Beel	1.20	0	Nagaghuli to Kachari Line	0.90	Dibrugarh	Dibrugarh East
				Filunuguri to 7400 ft Spur	1.70	Dibrugarh	Dibrugarh East
				DTP Dyke (Dibrugarh Town Area)	3.93	Dibrugarh	Dibrugarh East
				DTP Dyke (Amoraguri)	0.27	Dibrugarh	Dibrugarh East
				Mohanaghat	0.78	Dibrugarh	Dibrugarh East
				Nagakhelia	0.60	Dibrugarh	Dibrugarh West
				Chaulkhowa at D/S of Bogibeel Bridge	3.69	Dibrugarh	Dibrugarh West
				Milanpur to Hatighuli	1.50	Tinsukia	Doomdooma
				Pheljai to Naokota	2.00	Tinsukia	Doomdooma
				Gariating Gaon	0.40	Tinsukia	Doomdooma
				Simaluguri Satra	0.40	Tinsukia	Doomdooma
				Bahjan to Notun Gaon	2.10	Tinsukia	Doomdooma/ Tinsukia
				Upstream Guijan	0.30	Tinsukia	Tinsukia
Rungagorah to Dinjan	2.70	Tinsukia	Tinsukia				
Subproject Total	1.20		0	21.26			

DTP = Dibrugarh Town Protection; D/S = down stream; ft = foot; km = kilometer

STANDARDS OF CONDUCT

Introduction

(a) FREMAA requires Service Providers¹⁹ to observe the highest standard of ethics and integrity throughout the procurement and execution of ADB-related activities. Having due regard to the nature and purposes of ADB as an international organization, the Service Provider shall adhere to ADB's commitment to foster and maintain an environment free from inappropriate behavior, Bullying, Misconduct (including Integrity violations), Harassment and Sexual Harassment.

(b) Service Provider have an obligation to protect FREMAA's name and reputation and refrain from any actions, statements, or activities, including activities within their private life, that may impact or reflect negatively upon FREMAA. The private life and activities of a Service providers are personal matters; but there can be situations where the actions, statements or behavior of a service provider can impact or reflect negatively upon FREMAA, especially when the service provider is traveling on ADB-related business (even on service provider's personal time during such travel). In all such circumstances:

- (i) the Service provider acknowledges that his/her behavior, conduct and activities within and outside the workplace or working hours may impact the reputation and interests of FREMAA even if it is unrelated to an official function.
- (ii) the Service provider must comply with all local laws and regulations and not engage in any sexual behavior or activities which may reflect adversely, embarrass, or bring disrepute to FREMAA; and
- (iii) the Service provider must not engage in any conduct or behavior or make any statement that degrades, disrespects any person or which might constitute Bullying, Harassment, Sexual Harassment, Misconduct, denigrating or morally reprehensible behavior

(c) The general guidelines set out in these Standards of Conduct (Standards) are intended to complement ADB's rules and policies, including the principles set out in Procurement Policy and Regulations, both as amended from time to time, and are not intended to exhaustively describe every conceivable form of conduct expected. Suppliers are expected to use good judgment to conform with the terms, the intent and the spirit of these Standards.

Definitions

(a) "Bullying" is a form of Harassment consisting of repeated or persistent aggression or other malicious behavior in any form by one or more persons which has the effect of humiliating, belittling, offending, intimidating, or discriminating against another person. It may include persistent, unwarranted, or unconstructive criticism, personal abuse and/or ridicule, either in public or private, which humiliates or demeans the individual targeted, gradually eroding his or her self-confidence or intending to do so. Criticism, disapproval, negative performance assessment and similar appraisal, appropriately conveyed, do not, by themselves, constitute Bullying or Harassment.

¹⁹ In these Standards of Conduct, any references to "Service Provider" and "Contractor" includes any of their Personnel who are required to abide by and adhere to these Standards of Conduct.

(b) "Discrimination" is the inappropriate differentiation between individuals or groups. Such discrimination includes differentiation based on characteristics such as race, color, nationality, national, social or ethnic origin, religion or similar belief, language, political or other opinion or affiliation, gender, gender identity, sexual orientation, family or civil status, health status, size, or physical ability;

(c) "Harassment" is any unwarranted or unwelcome behavior, verbal, psychological or physical, that interferes with work or creates an intimidating, hostile or offensive work environment. Harassment includes, but is not limited to, Bullying and Sexual Harassment.

(d) "Integrity" means an NGO/Agency's adherence to ADB's Anticorruption Policy (1998, as amended from time to time), the Integrity Principles and Guidelines (2015, as amended from time to time) and to the highest ethical standards.

(e) "Misconduct" is behavior, or an act or omission, which is unacceptable or improper, contrary to the principles or rules of ADB or illegal or unethical. Misconduct may not necessarily be intentional and can arise from neglect, recklessness, or mismanagement. Misconduct includes, but is not limited to (i) the failure to observe these Standards or other rules, regulations, guidelines or procedures; or (ii) conduct, actions or omissions, within and outside ADB, that risk discrediting or disgracing ADB, bringing ADB into disrepute, or could undermine the integrity of ADB's policies, processes or procedures;

(f) "Respect" refers to interacting with all others in the work environment in a professional, positive, and inclusive fashion, regardless of hierarchical role or rank. This includes treating others with due consideration, courtesy, dignity and open-mindedness, as well as working without prejudice or bias towards individuals or institutions that have different characteristics, backgrounds and viewpoints.

(g) "Retaliation" is any act so defined in ADB's Administrative Order 2.10, as amended from time to time.

(h) "Sexual Harassment" is any unwelcome sexual advance, request for sexual favors or other verbal or physical conduct of a sexual nature which results in physical, sexual or psychological harm or suffering to another person, or which is made or suggested to be a condition of employment, promotion or other personnel action or creates an intimidating, hostile or offensive environment.

Service Provider's Obligations

Service Providers shall:

(a) observe all applicable laws and regulations and adhere to the highest ethical standards including the right and obligation to refuse to participate in Misconduct of any nature whatsoever;

(b) act with Respect, honesty, propriety, fairness, professionalism, and a high degree of Integrity and concern for FREMAA's interests and avoid situations and activities which may reflect adversely on FREMAA, compromise its operations, or lead to real or perceived Conflicts of Interest (as defined in sub-paragraph (vi) of paragraph (g) below);

(c) observe inclusive and respectful behavior, and show consideration for others, as well as Respect and tolerance for diverse cultures, beliefs and backgrounds;

(d) refrain from any form of Bullying, Discrimination, Misconduct, Harassment, or Sexual Harassment and behave in a manner that creates an environment free of such behavior;

- (e) not engage in Retaliation or reprisal against anyone reporting Misconduct, whether formally as a whistleblower, witness, or person associated with such whistleblower or witness, or otherwise, or for cooperation with an ADB investigation in relation to the complaint;
- (f) refrain from committing any Integrity violation as defined in the Integrity Principles and Guidelines (2015, as amended from time to time). An integrity violation may consist of any of the following:
- (i) Corrupt practice, which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) Fraudulent practice, which is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) Coercive practice, which 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;
 - (iv) Collusive practice, which is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) Abuse, which is theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) Conflict of interest, which is any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) Integrity violation, which is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.
- (g) avoid any situation that may create an actual, potential or perceived Conflict of Interest, including conflicts of interests arising between their personal financial interests or business relationships and their duty to FREMAA;
- (h) not give or accept gifts from any sources if intended to serve the purpose of obtaining or exchanging a favor; or influencing any other person's performance of official duties or responsibilities;
- (i) not engage in private trading activities such as, but not limited to, foreign exchange dealings, merchandising of goods and foodstuffs, real estate and insurance brokering, money lending, or car renting or brokering, in all cases, on FREMAA premises (including misuse of media for trading); and
- (j) not disclose any confidential or unpublished information that has been received or generated by the Service Provider to any person outside of FREMAA whom they know or should know has not been authorized by FREMAA to receive such information. Service Providers have a responsibility to protect the security of any confidential and unpublished information provided to, or generated by, FREMAA.

NON-DISCLOSURE AGREEMENT

FREMAA

4th Floor of Assam Water Centre (AWC),
Near Basistha Chariali, Guwahati-781029

Attention: [Name]
[Position]

Dear Sir:

I, the undersigned, _____, an employee of _____ (“the Service Provider”), have been assigned to carry out work in connection with [Contract No. and Service Details _____] (the “Contract”). In connection with the carrying out of such work, I acknowledge that I may be given access to, receive or generate, directly or indirectly, data and information which may be considered “Confidential Information”, as defined below.

I represent, warrant, covenant and agree as follows:

- 1) Neither to use, copy or reproduce nor permit the use, copying or reproduction in any form of any Confidential Information other than solely in connection with carrying out responsibilities under the Contract, except with prior written approval of the [Chief Executive Officer];
- 2) Neither to provide or disclose nor permit the provision or disclosure, orally, electronically or otherwise, either directly or indirectly, of any Confidential Information, or any copy, summary or extract thereof, to any third party or any FREMAA staff who does not require such Confidential Information for the carrying out of his/her duties to FREMAA, except with prior written approval of the [Chief Executive Officer];
- 3) Upon termination for any reason of my involvement in the Contract, I shall promptly (and in any case within seven (7) calendar days after written request from FREMAA) return to FREMAA all Confidential Information, including any copies or reproductions in any form thereof in my possession at the time of such termination. The obligations under this Non-Disclosure Agreement shall continue for a period of two (2) years from the date of such termination.

The term "Confidential Information" shall include but is not limited to data files, technical information, business plans, materials, tapes, documents whether soft or hardcopies, computer files (including audio files) disclosed, provided, communicated or submitted, orally, in writing, or by any other media, or any other proprietary information not known generally to the public relating in any way to the business of FREMAA or any other information regarding the management and method of operation of FREMAA.

FREMAA may elect at any time to terminate or restrict my access to the Confidential Information.

Name of Service Provider’s Employee:

(Please sign over printed name)

Date Signed

Signed in the Presence of:

Name of Authorized Service Provider Signatory: _____
(Please sign over printed name)

Date Signed