

GOVERNMENT OF ASSAM

FLOOD AND RIVER EROSION MANAGEMENT AGENCY OF ASSAM (FREMAA)

Address: 4th Floor, Assam Water Center Basistha Chariali, NII 27 Guwahati, Assam-781029.

Phone: Fax (0361) 2309896, Email: ceo-fremaa@assam.gov.in, Website: www.fremaa.assam.gov.in

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No. FREMAA(P)/FIN/8/ADB/2023/7-229

Date: 12/03/2024

E-Procurement Notice

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

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

Assignment Title: Engagement of Internal Auditor for FY 2023-24.

The Government of India has received financing from the Asian Development Bank (ADB) towards the cost of the **Climate Resilient Brahmaputra Integrated Flood and Riverbank Erosion Risk Management Project in Assam (CRBIFRERP)** in Assam. Under the project, Chief Executive Officer, Flood & River Erosion Management Agency of Assam (FREMAA), Govt. of Assam invites Request for Quotations (RFQ) through Open Competitive Process from eligible Consulting Firms. Complete documents of the RFQ shall be available on website <https://assamtenders.gov.in> and www.fremaa.assam.gov.in. Intending Consultants 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.

Any Queries regarding the RFQ may be addressed on or before 22/03/2024 to:
Chief Executive Officer

Flood and River Erosion Management Agency of Assam (FREMAA),
4th Floor, Assam Water Center, Basistha Chariali,
Guwahati Assam
Phone: (0361)2309896, Email: ceo-fremaa@assam.gov.in

The last date and time for online submission of quotations is on 04/04/2024 at HRS 14:00 HRS (IST).

Any Corrigendum/Addendum to this RFQ shall be published in the e-tender portal <http://www.assamtenders.gov.in> and the official website of FREMAA www.fremaa.assam.gov.in.

(Dr. Jeevan B, IAS)

Chief Executive Officer, FREMAA

Memo No. FREMAA(P)/FIN/8/ADB/2023/7-229

Date: 12/03/2024

Copy to: -

- 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
- Technical Officer-Computer (TOC): 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 Internal Auditor for FY 2023-24

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REQUEST FOR QUOTATION FOR NON-CONSULTING 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)/FIN/8/ADB/2023/

Package description: **Engagement of Internal Auditor for FY 2023-24**

Date of Issue of Request: 12th March 2024

Deadline for Submission of Quotation: 4th April 2024, 14:00 Hrs

1. We request you to submit price quotations for the non-consulting services described in Appendix A labeled "Terms of Reference", 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 45 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 4th April 2024 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:
Chief Executive Officer
4th Floor of Assam Water Center (AWC),
Near Basistha Chariali, Guwahati-781029
Telephone : (0361)2309896
E-mail : ceo-fremaa@assam.gov.in

Yours sincerely,

-sd-

(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 firms 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 a firm 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 firm 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 Terms of Reference.

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 firm 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 a firm 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 firm 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 firm; 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 A firm 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 firm 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 firm 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 firm offering the lowest evaluated total cost of all the services required under the Terms of Reference.

6.1 Offers determined to be substantially responsive to the Terms of Reference 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 (45) 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

45 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.

TERMS OF REFERENCE

1. Background

The Flood and River Erosion Management Agency of Assam (FREMAA) has been established as a multi-disciplinary special purpose vehicle (SPV) to assist the Water Resources Department (WRD) of the State Government of Assam (SGOA). FREMAA is registered under the Societies Registration Act XXI of 1860 and its registration no. is RS/KAM(M)/240/A-21/22 of 2010-2011. It was initially created to implement Assam Integrated Flood and Riverbank Erosion Risk Management Investment Program with financial support from Asian Development Bank. The program ended in March 2021. Subsequently FREMAA has been entrusted by the SGOA to implement the Externally Aided Project-Assam Integrated River Basin Management Program supported by World Bank.

Further, the Department of Economic Affairs, Ministry of Finance, Government of India has approved the ADB-financed "Climate Resilient Brahmaputra Integrated Flood and Riverbank Erosion Risk Management Project in Assam (CRBIFRERMP).

CRBIFRERMP will build on the Assam Integrated Flood and Riverbank Erosion Risk Management Investment Program (AIFRERMIP) to increase the reliability and effectiveness of flood and riverbank erosion risk management (FRERM) systems in flood prone areas in Assam. It 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.

2. Objectives of the Assignment.

The objectives of the internal audit for the CRBIFRERMP are to (i) review the adequacy, effectiveness, and efficiency of the governance and control processes in the project financial management arrangements, and (ii) provide the project management with timely information on financial management aspects of the project to enable appropriate corrective / follow-up action. The Internal Auditor shall be responsible for internal checks and controls to ensure reliability and efficacy of the systems/procedures for project management aimed at transparency and compliance with the relevant guidelines/rules.

The management of FREMAA is to appoint an Internal Auditor to carry out systematic and timely examination of Internal Controls including Financial Transactions and processes to ensure that the governance, risk assessment, and controls are operating effectively and efficiently, in compliance with project procedures and guidelines. The proposed appointment is for the period from 05-02-2023 to 31-03-2024.

- i. To comply with ADB requirements in ensuring that the proceeds of the ADB loan have been used for the purposes intended, and the terms of the loan agreement have been complied with in all material aspects, FREMAA through the appointment of an Internal Auditor, will further ensure timely identification and resolution of compliance and internal control issues.
- ii. The primary objective of the Internal Audit is to enable the Auditor to express a professional opinion as to whether the processes are being properly followed. In addition, the Auditor will express a professional opinion as to whether the project:
 - a. Internal Controls are operating effectively and efficiently,
 - b. routine accounting activities have been properly followed;
 - c. project guidelines for all activities including the process of bidding, have been complied with.

3. Scope of Work

The internal audit will be carried out in accordance with the International Professional Practices Framework, promulgated by the Institute of Internal Auditors and ICAI Guidance Notes and Standards on Internal Audit. The internal audit will include tests of controls as the auditor considers necessary under the circumstances. When conducting internal audit, special attention should be paid to the following:

- (a) Ensure that the accounting and financial management systems remain reliable and effective in design and to assess the extent to which they are being followed;
- (b) Review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensure reasonable assurance of the books of accounts;
- (c) Verify that the system of internal check is effective in design and operation to ensure the prevention of and early detection of defalcations, frauds, misappropriations and misapplications;
- (d) Identify areas of significant inefficiencies in the existing systems and suggest necessary remedial measures;
- (e) Confirm the existence of financial propriety in all decision and verify compliance to government and statutory requirements as well as ADB requirements, where applicable.
- (f) Confirm that the agreed procurement procedures and arrangements have been followed for works, goods and services;
- (g) Check that all expenditure incurred has the necessary supporting documents and have been incurred in accordance with the Government of India rules, accounting standards and relevant financing agreement with ADB;
- (h) That adequate records are maintained regarding the assets created and assets acquired by the project, including details of cost, identification, and location of assets;
- (i) That annual physical verification of assets is being carried out with due diligence;
- (j) Review the reliability and integrity of financial and operating information and the means used to identify measure, classify, and report such information;
- (k) Review and appraise the economy and efficiency with which resources are employed;
- (l) Review operations or program to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned;
- (m) Conduct test of controls on the accounting software/ application used by the project (Tally);
- (n) Ascertain that the internal control system including financial and operational controls, accounting system and reporting structure are adequate and effective;
- (o) Suggest ways and means for mitigation of risks associated with the existing procedures/systems;
- (p) Monitor compliance with the best practices of corporate governance and identification of significant deviations thereof;
- (q) Ascertain the integrity, reliability and completeness of financial and other information provided to management and stakeholders, including that used in decision making;
- (r) Identify financial control and processes weaknesses, make recommendations for improvement;
- (s) The Internal Auditor shall comment on the effectiveness of the internal controls and procedures available in FREMAA, EAP-WRD, AADB and Project Implementation Units. The Internal Auditor shall report on the corrective actions taken by FREMAA/AADB/EAP-

WRD /PIU on the observations of the earlier audit reports and list out the serious observations made which have not yet been complied with.

The internal audit will be conducted on a quarterly basis and the report should be discussed with the Nodal Officer¹. The final audit report will be submitted to FREMAA's and AADB's audit review committee within 30 days of the end of each quarter. The Internal Auditor should verify that the project is effectively and efficiently in compliance with the agreed reporting protocols of ADB. This shall require close coordination and communication with the PMU and PIU's representatives, representatives from the primary stakeholder, external consultants and field staff when appropriate.

4. Reporting Requirements and Schedule for Deliverables

The Internal Auditor shall prepare and submit quarterly reports. The report shall contain the records verified, deviations, if any, the adequacy of internal controls and the adherence to ADB requirements and Government rules and regulations, and orders made from time to time under the project. The report shall be discussed and agreed with the auditee and shall be structured in a manner giving the observations, implications of the observations, suggested recommendations, management comments/agreed actions and timeline for implementation. In addition, the Internal Auditor shall include an executive summary highlighting the critical issues which require the attention of the Implementing Agencies and PMU and the status of actions on the previous recommendations including pending external audit recommendations. The audit observations shall be supported by instances and quantified, as far as practicable.

The quarterly audit reports shall be submitted within 30 days from the end of the audit review period with an executive summary and a management letter. The reports will be submitted to the Audit Committee of FREMAA and AADB.

The Internal Auditor will provide a detailed report to PMU highlighting findings during the period under review. This will be in the form of a management letter which will inter alia include:

- i. Comments and observations on the financial management records, systems and controls that were examined during the course of the review;
- ii. Deficiencies and areas of weaknesses in systems and controls and recommendation for their improvement;
- iii. Compliance with covenants on financial management in the legal agreement and comments, if any, on internal and external matters affecting such compliance;
- iv. Matters that have come to attention during the review and might have a significant impact on the implementation of the project;
- v. Any special review procedures required of a compliance nature (for example, compliance of the procurement procedures, procedure for selection of consultants etc. recommended by ADB);
- vi. Status of compliance to previous report(s); and
- vii. Any other matters that the auditor considers pertinent.

The executive summary shall cover the following items:

- (i) Objectives of the audit;

¹The Financial Management Specialist of FREMAA will be the nodal officer for the audit.

- (ii) Methodology of the audit;
- (iii) The key strengths and areas of weaknesses that need improvement;
- (iv) The status of implementation of the financial management system; and
- (v) The status of compliance of the previous audit reports, including major external audit observations pending compliance.

All the reports shall be submitted in duplicate and in English language. A soft copy of all the reports shall also be submitted.

5. Period of Assignment

The auditor will be appointed for a period of 1 year. The assignment may be extended by FREMAA based on performance and FREMAA's needs.

6. REVIEW OF AUDIT REPORT

The Audit committees of FREMAA and AADB will review the Internal Audit Report. The Audit Committees will take necessary actions on the observations and put in further remedial measures to address discrepancies pointed out in the internal audit report. ADB will be informed by FREMAA of the key observations of the auditors and the steps taken by the project to address them through the project quarterly progress reports.

7. Minimum Team Composition, Qualification and Experience Requirements for the Key Experts

The audit team will comprise, at the minimum, the following personnel whose CV will be evaluated based on qualifications and experience in carrying out internal audits of similar projects. Experience on externally-financed projects is preferred.

	Key expert	Description of main services to be provided	Minimum qualification and experience	Number of experts	Minimum inputs in person-days PA
1	Partner/Audit Manager	Team leadership Reporting Liaison with client	Qualified as Chartered Accountant, 10 years post qualification experience as practicing Chartered Accountant 5 years of continuous employment with the firm	1	5
2	Audit Team Leader	Overall coordination and planning Reporting to client	Qualified as Chartered Accountant 8 years post qualification experience as practising Chartered Accountant 3 years of continuous employment with the firm	1	10

	Key expert	Description of main services to be provided	Minimum qualification and experience	Number of experts	Minimum inputs in person-days PA
3	Team Member	Audit at FREMAA, Project Implementation Units for preparing reports for the Audit Manager.	C. A. (Inter) 2 years post Article ship experience in accounting, audit and report writing Or B.Com with at least 5 years of experience in similar internal audit assignment	2	30
Total expected man days PA					45

Each team member shall have an excellent command of MS Office and relevant accounting software.

* The total expected man days is indicative only

9. Payment Terms

The professional fee will be paid quarterly after FREMAA's approval of audit and submission of tax invoices. No proposal for variation will be allowed during the contract period. TDS as per IT/GST rules will be deducted at applicable rates from all payments.

10. General

The Internal Auditor will be given full access to all documents, correspondence and any other information relating to the project and deemed necessary by the Auditor.

PRICE SCHEDULE

(Note for Bidders: The Bill of Quantities (BoQ) are already available in the financial folder of e- procurement portal in which bidder shall quote the rates. Manually quoted rates will not be acceptable for evaluation and the bid will be declared as non-responsive.

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 **Terms of Reference** 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 Terms of Reference.
2. We propose to complete the performance of the services described in the **Contract** within the Completion Period indicated in the Terms of Reference.
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.²
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 firm 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,

² 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 Internal Auditor for FY 2023-24**.

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 Terms of Reference set forth in Appendix A and Service Provider's Quotation in Appendix B.

Clause 2. Outputs/Deliverables/Reports

Sl. No.	Key Expert	Description of Services	Minimum Qualification and Experience	No. of Experts	Minimum Inputs in Person-Days
1	Partner/Audit Manager	Team Leadership, Reporting, Liaison with Client	Chartered Accountant, 10 Years post-qualification experience practicing CA, 5 Years of continuous employment with the firm	1	5
2	Audit Team Leader	Overall Coordination and Planning, Reporting to Client	Chartered Accountant, 8 Years post-qualification experience practicing CA, 3 Years of continuous employment with the firm	1	10
3	Team Member	Audit at FREMAA, Project Implementation Units for preparing reports for the Audit Manager	CA Intern, 2 years post-qualification experience in accounting, audit and report writing OR B.Com with at least 5 Years of experience in similar internal audit assignment	2	30

TOTAL Expected Inputs in Person-Days	45
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Clause 3. **Term of Engagement.** Except as FREMAA may otherwise agree, the Service Provider shall commence the Services on **{insert start date}** (the "**Start Date**"). It is presently envisaged that the Services will be completed on or before **{insert end date}** (the "**End Date**," and the period between the Start Date and the End Date, inclusive, shall be referred to as the "**Term of Engagement**"). The Service Provider shall be engaged by FREMAA for the Term of Engagement, provided that FREMAA may at any time upon giving the Service Provider reasonable notice in writing, suspend or terminate this Contract.

Clause 4. **Maximum Contract Price.** Except as otherwise agreed by FREMAA in accordance with Section 7 of the Terms and Conditions, total payment under this Contract shall not exceed **{enter amount in words and figures, enter currency of payment}** inclusive of all taxes and duties.

Clause 5. **Payments.** FREMAA shall pay to the Service Provider the amounts claimed for the services, provided such claims are supported by adequate documentation (as specified in this Contract).

All payments by FREMAA shall be made to the account(s) of the Service Provider with the following details:

For *{enter currency}* payments:

Account Name:

Account Number:

Bank Name:

Bank Address:

IMPS / NEFT / RTGS code:

Clause 6. **Advance.** Advance payment is not payable for this Contract.

Clause 7. **Personnel.** There shall be a **Finance Officer/Team leader** acceptable to FREMAA to supervise and coordinate the operations of the Services and to be responsible for liaison between the Service Provider, and FREMAA..

Clause 8. **Notices and Requests.** Any notice or request required or permitted to be given or made under this Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable, email, or fax to the party to which it is required to be given or made at such party's address specified below:

For FREMAA: {Insert address}
 Attention:
 Fax Number:
 Email:

For the {Insert address}
 Service Provider:
 Fax Number:
 Email:

CONFORME:

FREMAA

{Name of Service Provider}

**{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.³

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 own personal misconduct), the Service Provider personnel, where applicable, shall be

³ The undertaking also applies during the period of performance of the contract.

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.

STANDARDS OF CONDUCT

Introduction

(a) ADB requires Service Providers⁴ 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 ADB'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 ADB, 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 ADB 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 ADB; 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.

⁴ 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 a firm'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 ADB's interests and avoid situations and activities which may reflect adversely on ADB, 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 whistle blower 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 whistle blowers 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 or ADB;

(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 or ADB whom they know or should know has not been authorized by FREMAA or ADB 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 or ADB.

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 [authorized representative/s of FREMAA];
- 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 [authorized representative/s of FREMAA];
- 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