



ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body of the Govt. of Assam)

Project Management Unit (PMU) of the World Bank Financed

Assam Citizen-Centric Service Delivery Project (ACCSDP)

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Draft Indicative

Terms of Reference (ToR) for Contract Management Specialist (CMS) for the Project Management Unit (PMU) under ACCSDP

(A) BACKGROUND AND OBJECTIVES OF THE PROJECT

1. The Govt. of Assam (GoA) has constituted the Assam Rural Infrastructure and Agricultural Services (ARIAS) Society in November 1998, as an autonomous body, headed by the Chief Secretary, Govt. of Assam as its President (*of the Project Guidance Council*) and the Agriculture Production Commissioner, Assam as the Chairman (*of the Governing Body*). The PMU is headed by a State Project Director. The key mandate of the Society is to function as an apex autonomous body of the Govt. of Assam for monitoring, coordination and/or implementation of World Bank or any other externally financed/aided Projects or other Projects of any department as may be authorized by Govt. of Assam from time to time. The Society has successfully completed two World Bank aided projects (ARIASP: 1995-2004 and AACP: 2005-2011 including AACP-AF: 2012-2015) and the World Bank has rated performance of these projects as Satisfactory.
2. The GoA enacted the Assam Right to Public Services Act, 2012 (ARTPS) to ensure citizens' access to public services in timely, efficient and accountable manner. To strengthen the initiative, GoA has received a \$39.20 million loan from the World Bank towards the 'Assam Citizen-Centric Service Delivery Project' (ACCSDP) [Loan No. 8754-IN]. ACCSDP aims to facilitate implementation of the ARTPS Act with efficiency and accountability for better delivery of citizen-centric services and will support the line Departments. A blend of technological interventions and administrative reforms for 37 key services are being taken-up initially under the project, in six Govt. agencies, viz. Departments of Transport, Revenue & Disaster Management, and Welfare of Plain tribes & Backward Classes (WPT&BC), Health & General Administrative Department and the Guwahati Municipal Corporation.
3. The Project Development Objective (PDO) is to improve access in the delivery of selected public services in Assam. This inclusive approach would contribute to access improvements in four key ways: (i) by expanding the number of RTPS services; (ii) by improving connectivity infrastructure especially; (iii) by engaging local populations in service delivery; and (iv) by rationalizing and strengthening service delivery. This project design is pivoted around four interrelated components: (i) strengthening RTPS

implementation; (ii) improving service delivery processes; (iii) setting up Public Facilitation Centers (PFCs); and (iv) promoting citizen engagement.

4. The key elements of the project viz., digitization of services, ICT infrastructure, citizen engagement, front-line delivery institutions, and change management are being managed by the PMU, led by a State Project Director (SPD) and *inter alia* having the following staff/consultants:

- Chief Financial Management Specialist
- ICT Infrastructure Specialist
- **Contract Management Specialist**
- Social Safeguards Specialist
- Monitoring & Evaluation Specialist
- IEC cum Communication Specialist
- Change Management & Capacity Building Specialist
- Junior ICT Infrastructure Specialist
- Junior Business Process Reengineering & Information Technology Specialist
- Procurement Management Executives
- Financial Management Executives
- Office Management Executives

5. The PMU intends to engage an interested and qualified professional for the position of **Contract Management Specialist** hereinafter also referred as '**CMS**', primarily to support the PMU in activities related to the contract management, and also in procurement related activities.

(B) OBJECTIVES OF THE ASSIGNMENT AND SCOPE

6. The **Contract Management Specialist (CMS)** will report to the SPD and will support the Procurement Unit of ACCSDP/ARIAS Society primarily in management of the contracts of ACCSDP and also in procurement activities of ACCSDP adhering to the World Bank guidelines, procedures and norms.

7. In particular, the responsibility of the **CMS** *inter alia* will include the following:

- a) Management of all the contracts already signed/ to be signed under the ACCSDP, in consultation with other technical experts of the PCU and/or as directed by SPD;

[Note: The major contracts which are already signed among others include Setting-up and Management of the PFCs in the districts of Assam (7 Packages)];

- b) Draft communications to the contractual consultancy firms/ agencies/supplies etc. on contract related matters pursuant to the provisions in the contract agreement, and issue the same after obtaining approval/signature of SPD;
- c) Draft contract amendment documents pursuant to the provisions in the contract agreement (adhering to the World Bank guidelines) and draft replies to the queries from the consultancy firms / agencies/ contractors;
- d) Fortnightly apprise SPD as well as other team members of the ACCSDP about the progress made under the different contracts under the ACCSDP, through sharing MS Excel Sheet/ Presentations, etc. as directed by SPD;
- e) Keep a close day-to-day track of all the deliverables under each of the contracts, and issue reminders/notices, with approval of SPD, to the defaulting consultants/contractors/agencies and also initiate action for imposing Liquidated damages with approval of SPD;
- f) The CMS will have to support the procurement unit of ARIAS Society as directed by SPD for any future procurements under ACCSDP;
- g) Participate during contract related meetings between the SPD and the consultancy firms /agencies/ suppliers/ contractors etc. with relevant data/information for informed decision by the SPD;
- h) Oversee/ Management of the technical, commercial and legal aspects of the contracts in consultation with the Technical, Legal and Policy experts as necessary;
- i) Resolve contractual issues with consultancy firms /agencies/ suppliers/ contractors etc. (if required, in consultation with other senior officials of ARIAS Society and with approval of SPD);
- j) Participate in the meetings with the ACCSDP's line departments/directorates/agencies and the PMU's project team and the World Bank missions meetings with latest information on the contract management as well as on procurements done;
- k) Liaison with the World Bank on contract management issues with approval of the SPD for major contract management relate issues;

- l) Maintain systematically all the contract related records and keep the related documents safely and documentations for audit by AG/CA and also for review by the WorldBank;
- m) Prepare responses to the complaints by the consultancy firms /agencies/ suppliers/ contractors etc. and also draft para-wise comments in case of court cases/arbitration/adjudication relating to the contracts;
- n) Prepare and provide contract management / contract details and also procurement related reports/updates, to the World Bank/ GoA/ SPD as & when required;
- o) Any other tasks assigned by the SPD, ARIAS Society.

8. The **CMS** will have to attend PMU on all working days from **9.30 AM to 5 PM** unless he/she is on official tour as approved by SPD or allowed to work from home by SPD. He/She may also be required to attend office on holidays as & when so desired by SPD for disposal of urgent matters. However, no extra remuneration will be paid for attending office on holidays.

(C) EDUCATIONAL QUALIFICATION AND EXPERIENCE

9. This position requires dynamic, experienced and analytical professional with demonstrated experience of managing contract management activities in public/large private sector agencies. Experience in managing contracts under the World Bank financed projects will be an advantage. Apart from the required essential qualifications & experience, and skill-set & competency that may be assessed include - previous relevant experience; knowledge on contract management & claimed expertise; writing and presentation skills; leadership and team management; interpersonal skills and team work, etc.
10. **Essential Qualifications & Experience:** Graduate in Engineering/ Law **or** any other related subject **or** Post Graduate/MBA in Procurement/ Finance/ Business/ Commerce **or** any other related subject from any Govt. recognized university/institution.

[Note:

(i) *SPD reserves the right to relax the essential qualification requirement in case of candidates having rich experience in contract management in public sector agency (ies)/ Multinational Company (ies) (MNCs)/ Large Private Company(ies)/ World Bank or Multilateral or Bilateral funded project(s)]*

(ii) *Graduates (except in Engineering & Law) will be considered at a reduced CTP.]*

Experience: Atleast 5 (five) years of experience in a senior Contract Management position in public sector agency (ies)/ Multinational Companies (MNCs)/ Large Private Companies. Candidates having prior experience (of 3 years & above) in contract management under any World Bank/ Multilateral / Bilateral financed project will be given preference in the interview.

[Note: *However, SPD reserves the right to relax the requirement of minimum experience period by 2 years in case of outstanding candidates]*

11. Others:

- a) Must possess initiative and the ability to work independently as well as team;
- b) **Computer Skills:** Proficiency in web based applications, MS Word, MS Excel & MS PowerPoint etc.
- c) Good written and verbal communication skills in English language and report-writing skills.

12. **Age:** Age of the candidates should not be more than **50** years as on **1st July 2022**. However, at the discretion of SPD, for candidates having exceptional relevant qualification/experience, age limit may be relaxed.

(D) DURATION OF THE CONTRACT:

13. The **Contract Management Expert (CMS)** will be intended for entire duration of the project and shall be coterminous with the project period of ACCSDP. However, continuity of the **CMS** beyond eleven (11) months from the date of signing the agreement will depend upon his performance after joining. The decision of the SPD will be final and binding in this regard.

- a) The contract with **CMS** may be terminated by either side at any point of time during the contractual period by serving a 30 (thirty) days' notice without assigning any reason and without thereby

incurring any liability to the Govt. of Assam/ PMU/ ARIAS Society/ World Bank/ GoI, etc. The assignment is purely contractual in nature and shall not, under any circumstance, be extended beyond the ACCSDP's closing date. The ARIAS Society or the GoA shall not undertake any responsibility for subsequent deployment of the consultant.

- b) The **CMS** shall not assign or sub-contract, *in whole or in part*, his obligations to perform under this Contract, except with the SPD's prior written consent. The **CMS** will have to serve the ARIAS Society on full-time basis under overall command of State Project Director, ARIAS Society and provide services from the PMU at Khanapara, Guwahati. The resignation/termination shall be as per HR Policy of the ARIAS Society.
- c) The **CMS** may be required to undertake field-visits and tours as per the project requirements, with prior approval of the SPD.

(E) REMUNERATION AND PAYMENT TERMS

14. Depending on the qualifications, experience, competencies, most recent remuneration, etc. of the candidate, the consolidated annual Cost to Project (CTP) of the **CMS** will be determined and mutually agreed with the successful candidate, which would be in the range between **Rs.11.40 lakh to Rs.19.20 lakh** per year. The agreed annual CTP shall be inclusive of remuneration, performance-linked-incentive, communication allowance, health/service related allowance, all taxes, cost of accommodation and food at Guwahati, conveyance to attend the PMU, etc.

- a) The remuneration will be given in equal monthly installments and the performance-linked- incentive will be given on quarterly basis based on the performance and achievement against the mutually agreed deliverables by the **CMS**. Taxes as applicable shall be dealt with as per applicable laws. The CTP may be enhanced on an Annual Basis, based on the HR Policy of the ARIAS Society.
- b) Travelling, Boarding, Lodging and Food expenses for approved official tours outside Guwahati will be reimbursed as per the HR Policy of ARIAS Society.
- c) No house rent allowance or any other allowance shall be paid by the PMU. No other payment whatsoever (except reimbursement of travelling expenses) shall be paid, except as agreed with the **CMS** by the SPD, ARIAS Society.

(F) REPORTING AND PERFORMANCE REVIEW

15. The **CMS** will report to the State Project Director, ARIAS Society. The quality of service and performance of the **CMS** will be reviewed by the SPD quarterly and as per the HR Policy of the ARIAS Society.

(G) FACILITIES TO BE PROVIDED BY PMU

16. The **CMS** will be given access to all documents, reports, correspondence, contacts available and any other information as deemed necessary for smooth accomplishments of tasks assigned. The **CMS** will be provided with one office cubicle in the PMU along with computer, printer, computer/office consumables, and internet access. *The CMS however will not be provided with any clerical assistance.*

Note: *This is a draft indicative ToR; The SPD, ARIAS Society reserves the right to change, update or modify this ToR at any stage during the recruitment process or at the time of signing of the Contract Agreement.*