

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: 14-01/2020-NM-MOMA

Selection of Consulting Services for:

**“CONDUCTING IMPACT AND EVALUATION STUDY OF THE
CENTRAL SECTOR SCHEMES BEING IMPLEMENTED BY
MINISTRY OF MINORITY AFFAIRS GOVERNMENT OF INDIA
NAI MANZIL SCHEME– EDUCATION AND SKILLS TRAINING FOR
MINORITIES PROJECT”**

LOCATION: India

Client: Ministry of Minority Affairs, (MoMA)

Country: India

Project: Nai Manzil

Issued on: 09 June, 2020

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PART I

Section 1. Letter of Invitation

RFP No. 14-01/2020-NM-MOMA

IDA Credit No. 5738-IN

Location: New Delhi, India

Date: 09 June 2020

To

Name and Address of the Firm

Dear Mr./Ms.:

1. The Government of India (hereinafter called “Borrower”) has received financing from the International Development Association (IDA) in the form of a “credit” (hereinafter called “credit “toward the cost of the Nai Manzil Project, **under the Ministry of Minority Affairs (MoMA)**). MoMA intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of MoMA and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the financing agreement or have any claims to the proceeds of the credit.
 2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): “CONDUCTING IMPACT AND EVALUATION STUDY OF THE CENTRAL SECTOR SCHEMES BEING IMPLEMENTED BY MINISTRY OF MINORITY AFFAIRS GOVERNMENT OF INDIA, NAI MANZIL SCHEME—EDUCATION AND SKILLS TRAINING FOR MINORITIES PROJECT”. More details on the Services are provided in the Terms of Reference (Section 7).
 3. A firm will be selected under Quality and Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants’ Guidelines which can be found at the following website: www.worldbank.org/procure.
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4. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal (FTP)- Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 –Eligible Countries
- Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Lump-Sum)

5. Please inform us by 15 June 2020 in writing at

Under Secretary (NM)
Ministry of Minority Affairs
11th Floor, Pt. DeendayalAntyodaya Bhawan
CGO Complex,
New Delhi - 110003
India

(a)Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

6. Details on the proposal’s submission date, time and address are provided in Clauses17.7 and 17.9 of the ITC. Details on the proposal’s submission date, time and address are provided in Clauses17.7 and 17.9 of the ITC.

Yours sincerely,

Under Secretary (NM)
Ministry of Minority Affairs
11th Floor, Pt. Deendayal Antyodaya Bhawan,
CGO Complex,
New Delhi - 110003
India

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant¹]* agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.

¹[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

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- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
 - (l) “Government” means the government of the Client’s country.
 - (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
 - (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
 - (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
 - (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
 - (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
 - (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
 - (t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
 - (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

(x) “Bank” means World Bank.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

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

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

a. Conflicting activities

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

b. Conflicting assignments

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

c. Conflicting relationships

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

4. Unfair Competitive Advantage

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

5. Corrupt and Fraudulent Practices

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

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

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

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

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions for
Government-
owned
Enterprises**

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

**d. Restrictions for
public employees**

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

- 7. General Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity** 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

	<p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.</p>
c. Sub-Contracting	<p>12.9 The Consultant shall not subcontract the whole of the Services.</p>
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in</p>

writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

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

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

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

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts,

failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

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

**15. Technical
Proposal Format
and Content**

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

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

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**16. Financial
Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Price
Adjustment**

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

**c. Currency of
Proposal**

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

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- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**.....".reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**."
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name

and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE**[insert the time and date of the submission deadline indicated in the Data Sheet]”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

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

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.

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

19. Opening of Technical Proposals

19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data**

Sheet). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

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

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

21. Evaluation of Technical Proposals

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

22. Financial Proposals for QBS

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

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

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

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

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

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the

former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection(FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause14.1.4 of the **Data Sheet** shall be rejected.

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

c. Least-Cost Selection

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

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

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

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

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

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

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

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

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

30. Award of Contract

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

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

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	<i>India</i>
2.1	<p>Name of the Client: Ministry of Minority Affairs (MoMA)</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) As per</p> <p>Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>The name of the assignment is: “CONDUCTING IMPACT AND EVALUATION STUDY OF THE CENTRAL SECTOR SCHEMES BEING IMPLEMENTED BY MINISTRY OF MINORITY AFFAIRS GOVERNMENT OF INDIA NAI MANZIL SCHEME– EDUCATION AND SKILLS TRAINING FOR MINORITIES PROJECT”</p> <p>Location: India</p>
2.3	<p>A pre-proposal conference will be held: yes</p> <p>Date of pre-proposal conference: 19 June 2020</p> <p>Time: 12pm</p> <p>Address:</p> <p style="text-align: center;">Ministry of Minority Affairs, MANTHAN, B-1 Wing 11th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, New Delhi – 110003 Tel: 011 - No. 011-24302540 email: proc.pma@gmail.com</p>

	Contact person/conference coordinator: Under Secretary (NM)
2.4	Not Applicable
4.1	<i>Not Applicable</i>
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (A) (4) TECH-2 (B) (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6 (9) TECH-7 <p>Financial Proposal:</p> <ol style="list-style-type: none"> (1) FIN-1 (A) (2) FIN-1 (B) (3) FIN-1 (C)
10.2	<p>Statement of Undertaking is required</p> <p><i>Yes[Refer to paragraph (f) in Form TECH-1]</i></p>
11.1	<p>Participation of Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>YES</p>

12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline (i.e., until: 31 Oct 2020).
13.1	<p>Clarifications may be requested no later than 10 calendar days prior the proposal submission deadline (i.e., until: 20 June 2020).</p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;">Ministry of Minority Affairs, 11th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, New Delhi – 110003 Tel: 011 - No. 011-24302540 email: proc.pma@gmail.com</p>
14.1.1	<p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): Yes</p> <p>Or</p> <p>(b) other shortlisted Consultants: No _____</p>
14.1.2	Not applicable
14.1.4 and 27.2 use for Fixed Budget method	Not applicable
15.2	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.2	<p>A price adjustment provision applies to remuneration rates:</p> <p>No</p>

16.3	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>The Client will reimburse the Consultant for only service tax as per extant rules if claimed separately.</p> <p>Information on the consultant's tax obligation in the country may be found on Ministry of Finance, Government of India website. The Consultant shall take advice from his tax consultant and shall suitably provide for his indirect tax liability/ Service tax in his quote for this assignment. At source deductions, however, shall be made as applicable.</p>
16.4	The Financial Proposal shall be stated in local currency: Indian Rupee (INR)
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: 1) 1 original and 1 copy (hard copy); and soft copy in Pen drive</p> <p>(b) Financial Proposal: one (1) original (Hard Copy only)</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date:____30 June 2020</p> <p>Time:____17:00 local time</p> <hr/> <p>The Proposal submission address is:</p> <p style="text-align: center;">Under Secretary (NM) Ministry of Minority Affairs, Room No. 1147, 11th Floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, New Delhi – 110003 Tel: 011 - No. 011-24302540 email: proc.pma@gmail.com</p>
19.1	An online option of the opening of the Technical Proposals is offered: No

	<p>The opening shall take place at: “same as the Proposal submission address”</p> <p>Date: same as the submission deadline indicated in 17.7. Time:</p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals: name of the agency along with sub-consultant if any.</p>
21.1 (for FTP)	<p>Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals would be as under: The Consultancy Evaluation Committee appointed by MoMA will carry out its evaluation applying the evaluation criteria and point system specified Below. Each responsive proposal will be assigned a Technical Score points as per Appendix-I. The minimum Technical Score (St) which a Bidder is required to obtain for making the Bidder eligible for opening of Financial Bid and evaluation will be 70 points. Quality and competence of the Bidder in executing the Assignment/job shall be considered as the paramount requirement. The Financial Evaluation will be carried out in respect of only those Bidders which scores 70 and above points out of 100 points earmarked for Technical Evaluation. Financial Proposal of Bidders scoring less than 70 points will not be considered and their Sealed Financial Bid will remain unopened/intact. Financial Bids While evaluating the Financial Bids of those Bidders who have secured 70 and above out of 100 points earmarked for Technical Evaluation, the Evaluation Committee will first determine if the Financial Bid of the Bidder is complete and without any arithmetic and computational errors. The lowest Financial Bid will be selected for the award of the contract.</p>
23.1	<p>An online option of the opening of the Financial Proposals is offered: Not applicable</p>

25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If aContract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	Not Applicable
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70 and P = 30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Not applicable</p> <p>Date: _____ day/month/year <i>[for example, 15 January 2011]</i></p> <p style="text-align: center;"> Address: Ministry of Minority Affairs, 11th Floor, , Pt. Deendayal Antyodaya Bhawan, CGO Complex, New Delhi – 110003 Tel: 011 - No. 011-24302540 email: proc.pma@gmail.com </p>

30.1	<p>The publication of the contract award information following the completion of the contract signing will be done as following: www.minorityaffairs.gov.in<i>[insert the website(s) address where the information will be published.]</i></p> <p>The publication will be done within 14days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services: Date: _____<i>[insert month and year]</i> at: _____<i>[insert location]</i></p>

Section 3. Technical Proposal – Standard Forms

SECTION-3

TECHNICAL BID - STANDARD FORMS

Refer to Sl.No.8 of (Part-II) of the Data-Sheet for format of Technical Bid to be submitted and Paragraph 9.3.3 of Section-2 (Part-I) of the RFP for Standard Forms required.

Form No	Description	Page Nos.
Form TECH-1	Letter of Bid Submission	
Form TECH-2	A – Bidder's Organization	
	B – Bidder's Experience	
Form TECH-3	Description of Technical Approach and Financial Review & Procurement Audit Design & Methodology for performing the Assignment/Job	
Form TECH-4	Team Composition and Task Assignments/Job	
Form TECH-5	Curriculum Vitae (CV) for proposed Professional Staff	
Form TECH-6	Work Schedule & Time schedule	
Form TECH-7	Information regarding any conflicting activities and Declaration thereof	

LETTER OF BID SUBMISSION

Location: _____

Dated: _____

To: [Name and address of Ministry]

Dear Sirs,

We, the undersigned, offer to provide the consulting Assignment/job for “Conducting Impact and Evaluation Study of the Central Sector Scheme “-----” in accordance with your Request for Proposal No. /.....dated_____. We are hereby submitting our Proposal which includes this Technical Bid and a Financial Bid.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

Our Proposal is binding upon us and we understand you are not bound to accept any Proposal you receive.

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Institution:

Address:

BIDDER'S ORGANIZATION

A: Bidder's Organization

[Provide here a brief description of the background and organization of your Institution and each associate (if any) for this Assignment/job in tabulated form. This should include the following:

1. Name of Agency/Organization
2. Address with Telephone, Fax & E-mail etc.
 - (a) Registered Office
 - (b) Head Office
3. Details of Registration (Please indicate all details including incorporation)
4. PAN Number
5. Year of Experience of Institution/Organization
6. Type of Organization
7. History
8. Profile of Organization
 - (a) Organizational Structure
 - (b) Organization Chart
 - (c) Division for various activities, if exists
 - (d) Professional Capabilities
 - (i) The Team, Field operations & Strengths
 - (ii) Infrastructure available
 - (iii) Geographical Reach
9. Details of client in various sectors (Particularly Govt. Depts./Ministries/PSUs)

BIDDER'S ORGANIZATION

10. (a) Details of Data Management Capability
(b) Software Resources
(c) Connectivity

11. List of Professional (separate for Key Professionals, other staff, Field Personnel's etc.)

Sl. No	Name	Position	Educational Qualification	Year of Work Experience	Area of specialization

12. List of offices in various cities/states

Sl. No	Location/City	States to be covered for assignment	Contact Person & Address with	Details of all the Infrastructure facilities available for the assignment

Any other relevant details about organization

BIDDER'S EXPERIENCE**B: Bidder's Experience of last Three (3) years (up to March, 2020) in conducting Evaluation of Project/Scheme.**

[Using the format below, provide information on each Assignment/job (separately for each assignment) for which your firm and each associate for this assignment was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting services similar to the ones requested for this Assignment. The information must show your overall experience of last three (3) years (upto March, 2019) in undertaking and executing similar Assignment. Same format is to be used for showing all important Assignments.

1. ASSIGNMENT NO.....

1	Assignment name:	
1.1	Description of Assignment:	
1.2	Value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months):	
1.6	Name of Ministry:	
1.7	Address of Ministry:	
1.8	Total number of staff-months of the Assignment:	
1.9	Approx. value of the Services provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	Number of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: **Please provide documentary evidence from the client i.e. copy of Work Order/ Contract for each of the assignment shown by the Agency.** The experience shall not be considered for evaluation if such requisite support documents are not provided with the bid.

**DESCRIPTION OF TECHNICAL APPROACH AND METHODOLOGY FOR
PERFORMING THE ASSIGNMENT**

Technical Approach and Methodology and Financial Review & Procurement Audit Design are key components of the Technical Proposal. The Agency will present its Technical Proposal divided into the following two chapters:

(a) Technical Approach and Methodology,

(b) Evaluation Audit Design

(a) Technical Approach and Methodology

In this chapter the Bidder should explain their understanding of the objectives of the Assignment, approach to the Assignment, methodology proposed for carrying out the activities and obtaining the expected output and the degree of detail of such output. The Bidder should also explain the methodology proposed to be adopted and highlight the compatibility of the same with the proposed approach.

(b) Evaluation Audit Design

Outline here the Evaluation Audit Design showing details as to how the Assignment will be completed at various level in a State/U.T. in the given time-frame, method of Analysis of information collected, number and deployment of Key Professional and other staffs proposed to be deployed by the Bidder keeping in view the requirement, as given in the 'Terms of Reference'.

TEAM COMPOSITION AND TASK ASSIGNMENT/JOB

In this chapter, the Bidder/s should propose and justify the structure and composition of its team for completion of Assignment. The Bidder/s should list the main disciplines of the Assignment/job, the key expert responsible for them i.e. Key Personnel/Team Leaders and proposed Technical, support and other staff.

Duration: 45 days (Ref. TOR)

PROFESSIONAL STAFF (KEY PERSONNEL/TEAM LEADER ETC.)					
S. No.	Name of Staff	Name of Organisation	Area of Expertise	Position assigned for this job	Task assigned for this job

**CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

1. **Proposed Position:** _____
[For each position of key professional separate form TECH-5 is to be prepared]:

2. **Name of Institution:** _____

[Insert name of firm proposing the staff]:

3. **Name of Staff:** _____
[Insert full name]:

4. **Date of Birth:** _____

5. **Nationality:** _____

6. **Education:** _____
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of acquiring]:

7. **Membership of Professional Associations:** _____

8. **Work Experience in States** _____
[List States where staff has worked in the last ten years]:

9. **Employment Record:** _____
[Starting with present position, list in reverse order every employment held by staff member since graduation giving details for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: _____

Ministry: _____

Position held: _____

10. **Detailed Tasks Assigned:**

[List all tasks to be performed by above staff under this Assignment for which Proposal is being submitted]

11. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
[Amongst the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff's capability to handle the tasks listed under point 12.]

Name of Assignment/job or project: _____

Year: _____

Location: _____

Ministry: _____

Main features of Assignment: _____

Positions held: _____

Activities performed: _____

14. **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful mis-statement described herein, may lead to my disqualification or dismissal, if engaged.

Date: _____

[Signature of authorized representative of the bidder] *Day/Month/Year*

Full name of authorized representative: _____

Signature of authorized representative: _____

WORK SCHEDULE & TIME SCHEDULE

Outline here the Work Schedule/Plan and Time Schedule, as per following proforma:

S.No.	Activity*	Days/Month**

Notes:

- * Indicate all main activities of the Assignment/job, including delivery of reports i.e. deliverables as per TOR and other benchmarks such as Ministry's approvals.
- ** Duration of activities shall be indicated in the form of a bar chart.

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES
AND DECLARATION THEREOF**

1. Are there any activities carried out by your Organization/Institute which are of conflicting nature as mentioned in Para-5 of Section-2 of RFP. If yes, please furnish details of any such activities.
2. If no, please certify, as under:

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities under Para-5 of the Section-2. We also acknowledge that in case of mis-representation of the information, our proposals/contract shall be rejected/ terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

APPENDIX – I

2. Scoring criteria for Bidders

(Refer Clause 13.3 of RFP)

	Scoring criteria	Maximum Marks (100)
A.	Experience of Evaluation of Central Sector /Centrally Sponsored Schemes for any Central / State Govt. / Govt. Autonomous Bodies- 50 marks	
1	Relevant working experience during the last 5 years as on 31.03.2020.	20
2	Experience of Review of Conducting Impact and Evaluation Study of similar Schemes in any Ministry/Department//State/UT in the last 5 years.	30
B.	Technical Approach and Methodology- 30 marks	
3	Stating a clear and a detailed methodology to carry out this evaluation study of the scheme within stipulated Time	15
4	Steps to be taken for completion of Assignment within the time- schedule, as per ToR (as per Form TECH - 6)	15
C.	Manpower – 20 marks	
5	01 National Team Leader	10
6	02 Team Member / Field Investigator (Minimum 2)	10
	For evaluation of the aforesaid professionals, the following sub-criteria can be followed -	
	(i) National Team Leader: Post-Graduate or equivalent in Management or relevant disciplines (preferably Doctorate from premier institutes) with minimum of 15-20 years of experience that should include: <ul style="list-style-type: none"> • Experience in leading or managing at least 5nos of Central Govt. projects (national/international) • At least 10 publications in international reputed journals. • Expertise in Evaluation of at least 02 similar projects. 	
	(ii) Team Members/Field Investigator: Post Graduation in any discipline with minimum 10 years of experience handling similar assignment.	

3. D. Minimum Score

To qualify for opening of financial bid, the Applicant must have a **minimum score of 70.**

FINANCIAL PROPOSAL - STANDARD FORMS

Form No.	Description	Page Nos.
Form FIN-1 (A)	Financial Bid Submission Form	
Form FIN-1(B)	Summary of Costs	
Form FIN-1 (C)	Breakdown of Remuneration (Lump-Sum)	

FINANCIAL BID SUBMISSION FORM

Location: _____ Dated: _____

To: [Name and address of Employer] Dear

Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for Conducting Impact and Evaluation Study of the Central Sector Scheme ----- in all States and Union Territories in accordance with your Request for Proposal (RFP) dated____and our Technical Bid. Our attached Financial Bid, as per TOR is for the sum of Rs. _____
(Rupees_____Only) . This amount is exclusive of the Domestic taxes / other taxes payable to appropriate Ministry/authorities. The taxes and rates are mentioned in the bid.

We hereby confirm that the financial bid is unconditional and we acknowledge that any condition attached to financial bid shall result in rejection of our financial proposal.

Our Financial Bid shall be binding upon us up to expiration of the validity period of the Bid, i.e. before the date indicated at S.No. 7 (clause 8.1 of RFP) of the Part-II - Data-Sheet.

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

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Organisation/Institute/Firm: _____

Address: _____

Notes:

1. Amounts must coincide with the ones indicated under Total Cost of Financial bid in Form FIN-1(B).

SUMMARY OF COSTS

S.No.	Particulars/Items	Amount in figures (Rs)	Amount in words (Rs)
1.	Remuneration (Key professional & support staff)		
2.	Expenses on Transportation, Accommodation, TA/DA, local transportation etc.		
3.	Miscellaneous Expenses related to Assignment such as office expenses, training, data entry, data analysis etc.		
4.	Taxes		
5.	Total Cost of Financial Bid inclusive of taxes		
6.			

Authorized Signature: _____

Name: _____

Designation: _____

Name of firm: _____

Address: _____

- 4. Note :** The bid should indicate the number of visits the Agency will undertake (including number of days & persons). Further, cost for additional visit may be separately indicated, if required to be undertaken at the request of the Ministry.

Breakdown of Remuneration (Lump-Sum)

Sl no	Key Expert/Activity	Unit Cost	Rate per man-day	Input no of man-day	Total cost

Scheme proposed for Evaluation

S. No.	Name of the Scheme	Name & designation of Nodal Officer
1.	Nai Manzil Education and Skills Training for Minorities Project	Ms. Moina Benazir, Director

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- (iv) “coercive practices” 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 party⁵;

²For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

³For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁵For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

-
- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis procurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁶, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁷ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁶ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁷ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

Section 7. Terms of Reference

Terms of Reference

Consultancy Services for Third Party Evaluation of Nai Manzil – Education and Skills Training for Minorities Project

MINISTRY OF MINORITY AFFAIRS GOVERNMENT OF INDIA

1. Introduction/Background of the Evaluation Study

a. Importance of the scheme in terms of National Priorities

India has experienced impressive growth in the past decade and between 2005- 2012 nearly 138 million people were lifted out of poverty. These successes in human development, however, have not benefitted all sections of the Indian population equitably. Many of India's marginalised citizens were yet to benefit from economic growth and some groups, continued to lag behind other groups in their access to a range of opportunities. The development indicators for Minorities are lower than the national average and Muslims, constituting more than 75% of all Minorities have lower labor market participation, earning, and education attainment compared to other minorities. Indicators for other minority categories are relatively better, but there are substantial regional disparities.

The Govt. of India launched the “Nai Manzil” Scheme (“New Horizons” Scheme), a comprehensive education and skill development scheme to support productive employment among Minority youth who do not possess a formal education certification for Class VIII or X. The objective of the scheme is to improve completion of secondary education and market-driven skills training for targeted youth (age-group 17-35 years) from Minority communities. The scheme is primarily being implemented by the Project Implementing Agencies (PIAs) who provide non-residential integrated education and skill training for 9 to 12 months, of which a minimum of 3 months must be devoted to skill training compliant with the National Skills Qualifications Framework (NSQF). The total physical target of training approximately 100,000 minority candidates under the program is being phased over the implementation period of 5 years.

The main instrument for implementing the scheme will be results-oriented Performance Agreements between the Ministry of Minority Affairs (MoMA) and the PIAs to: (i) provide support to eligible Minority youth to enrol in open schooling and undertake training and assessment as per applicable guidelines; (ii) provide additional

education support/bridge programs designed to help students obtain open schooling certification; (iii) impart high-quality skills training including soft skills leading to productive employment; and (v) provide post-placement support to assist in obtaining sustainable employment for those students who enter the labour market.

b. Budgetary outlay of the scheme

The Nai Manzil Scheme was launched in the year 2015 but due some administrative reasons the implementation started in 2017-18 after the scheme's roll out and initial funds released in 2016-17. So, Nai Manzil budgetary outlay for 2016-17, 2017-18, 2018-19 and 2019-20 are as follows -

Financial Year	Budget (in Crore) Allocation		Expenditure (in Crore)
	BE	RE	
2016-17	155	120	117.97
2017-18	175.95	95.39	93.71
2018-19	140	120	93.73
2019-20	140	100	34

c. Mechanism of implementation /Issues and challenges

- The primary catchment area for beneficiaries under this scheme is the 1300 Minority Concentration Areas (MCAs) as identified and defined by the Ministry of Minority Affairs. MCAs cover Blocks, District HQs and towns that fall under the definition of MCAs as per Ministry's guidelines under Pradhan Mantri Jan Vikas Karyakram. Additional catchment areas beyond these Blocks may be considered by the scheme for the implementation of this scheme in consultation with the Ministry. The trainee should belong to Minority community as notified under National Commission for Minorities Act 1992 (viz. Muslims, Christians, Sikhs, Buddhists, Jains and Parsis). In the States/UTs where some other minority communities notified by respective State/UT Governments exist, they may also be considered eligible for the programme. Certain particular pockets of concentration of minority population within a non-minority district or city will also be eligible for consideration.
- The trainee's age between 17-35 years of age and 30% of the beneficiary seats will be earmarked for girl / women candidates and 5% of the beneficiary seats will be earmarked for persons with disability belonging to the minority community under the scheme. To promote inter-community solidarity, up to 15% of candidates belonging to BPL families of non-minority communities have also been considered under this scheme.
- PIAs mobilised eligible beneficiaries to enrol for the Nai Manzil scheme through various strategies appropriate to their culture. The implementing agencies designed and undertook Advocacy / Information, Education & Communication (IEC) and awareness generation programmes to catch the attention of maximum stakeholders. Different community mobilisation methods adopted such as conducting meetings with community leaders, door to door home visits, setting up kiosks at popular places, local promotional and awareness camps etc. The mobilised provided counselling in order to conduct a pre-selection screening of the candidates to identify appropriate education and skilling intervention needed and form batches accordingly.
- The education component of the Nai Manzil Scheme aims to integrate disadvantaged

minority youth who were left out from formal schooling by helping them attain certification from the NIOS or any

- other State Open School. NIOS has an Open Basic Education (OBE) Program, equivalent to the Elementary Education Program of the formal education system. The OBE Program is offered at three levels: level A (equivalent to Class III), level B (equivalent to Class V) and level C (equivalent to Class VIII). It also offers a ‘Secondary Level Examination Program’ which is equivalent to Class
- X. Under Nai Manzil, the candidates will undergo education either under OBE Level ‘C’ course or the ‘Secondary Level Examination Program’, depending on his/her eligibility.
- PIAs ensured that there was adequate support for students, ranging from counselling to learning assistance. Innovative teaching methods has also been adopted to make learning more effective and students should be given adequate flexibility in terms of learning hours. All these factors were necessary in order to retain the candidates in the learning process, who have been out of the formal learning system and face numerous challenges in continuing with their education.
- After completion of 6 months education classes PIAs select courses that are National Skills Qualification Framework (NSQF) compliant. PIAs also adopt any other courses specific to local industry requirements that are NSQF compliant. The NSQF is a quality assurance framework in India that lays down nationally recognized competency standards for all qualifications. Nai Manzil scheme lays a special focus on skill courses that are aligned at NSQF level 3 or above, so that the students benefited by the scheme have access to better jobs in the labour market.

The different processes to be undertaken by PIAs in imparting skills training are presented as under:

Process	Description
Skill Gap Assessment	<ul style="list-style-type: none"> PIAs should conduct a Skill Gap Study/Assessment to map the available skills among the youth in the catchment area vis-à-vis the skills demanded in the job market. Mapping the requirements of the beneficiaries and program objectives vis-à-vis market demand. The Skill Gap Study can be taken as a base for this.
Selection of Trade	<ul style="list-style-type: none"> Each participant will undergo a skill-based training program based on his/her aptitude and capability. This would also include relevant soft-skills and life-skills. The sector for skill training will be market relevant as assessed by the PIA during the skill gap study undertaken for the project. Identify the level of the skill certification as prescribed in the NSQF. Identify the category of trade (Category I/II/III) as notified by the Common Norms for Skill Development Schemes, GOI. The per beneficiary cost for training will be determined accordingly.
Timing and duration of training	<ul style="list-style-type: none"> The skill training programme will be of minimum 3 months duration and will include soft skills training, basic IT training and basic English training. It can be provided in sequence to education training or can also be spread throughout the scheme duration.
Teaching	Dedicated teachers with domain knowledge of the relevant

	trades/sectors will be available
	Syllabus: For the skills training program, the syllabus would be as per / Qualification Pack-National Occupational Standard (QP-NOS) compliant with National Skills Qualification Framework (NSQF)
	Language of teaching: English/ Hindi/any other local language
	Learning materials: As prescribed by DGT/SSCs as well as PIA's own innovative teaching modules
Assessment and Certification	The process of assessment and certification would be as per the stipulation of Ministry of Skill Development and Entrepreneurship.

- The PIAs are required to place successful candidates in regular employment in the sector in which he/she was trained. Employment in the formal sector is desirable, however, if that is not possible then the PIA should ensure that the job provides for minimum wages as mandated in the state for semi- skilled workers and the employer should provide for Provident Fund, Employment State Insurance (ESI), Pradhan Mantri Jeevan Jyoti Beema Yojana (PMJJBY) and other benefits to its staff. In order to attract employers, the PIA would establish regular contact with the industries in the local area and conduct job fairs either on its own or in partnership with the State Skill Development Mission. Placement assistance and counselling will be offered to all candidates and placement must be ensured for minimum of 70% of certified candidates including self-employment and / or admission for higher studies and at least 50% in organized sector. The timely distribution of monetary support to candidates is one of the key responsibilities of the PIA under Post Placement Support (PPS). The PIAs are also responsible to track and support the student for one year after they have completed the program. Post- placement support will include regular counselling to support candidates in their transition into the workplace and help them settle into their new jobs/vocation. PIA can do so either through visits at work place, or phone calls to candidates or any other method that is convenient.

Issue and Implementation Challenges:

- *Issues relating to NIOS*
- *Issues with NSDC*
- *Mobilisation issues*
- *Pros and cons of combining education and skills – what is the experience*
- *Education achievement/pass percentage*
- *Certification of skill training*
- *Employment in the organised sector*

The scheme is now in its ending phase as the 100000 targets students enrolled in open school and completed education classes and in order to meet the project requirements, an evaluation assessment is being scheduled

d. Past Studies undertaken

MoMA has hired an agency to conduct concurrent monitoring and random checking of physical and financial reports on the MIS. The concurrent monitoring agency has also been used for verification and reporting of DLIs. Monitoring has been (among others) included random visits to training centres and validation of:

- a) Presence of minimum infrastructure supposed to be present as per due requirements
- b) MIS entries by utilizing appropriate methods to certify the veracity of beneficiaries
- c) Facts about training, placement and retention of those candidates from the residing area who were trained under the Scheme by meeting the beneficiaries and / or members of the beneficiaries' family.

The concurrent Monitoring Agency has completed Rapid Assessment at the very beginning of their contract agreement.

The key findings of Rapid Assessment are as follows –

e. Possible area of enquiry

The central purpose of the evaluation study is to assess the contribution of the scheme to the enhancement of livelihoods of the targeted minority youth. The key impact areas need to be explored and evidence- based information should be provided. The areas include:

- (i) Education/learning enhancement
- (ii) Improved quality of self and family of beneficiaries
- (iii) Contribution of scheme to Skill India Mission
- (iv) What difference it is making in beneficiaries' life – comparative study

In addition, the study should bring out success factors in the processes adopted during the implementations, such as:

- (i) Mobilization and selection of beneficiaries
- (ii) Engagement with NIOS/SIOS in the enrolment process
- (iii) Identification and selection of skill development courses
- (iv) Placement tie-ups
- (v) Placement and tracking
- (vi) Post placement support and retention
- (vii) Documentation and reporting
- (viii) Financial management and release of stipend to beneficiaries

Further, the study should overall identify the areas of improvement for enhancing the impacts under the scheme.

2. Objective of the evaluation study

- a. Scheme performance analysis
 - i. To understand the status of the scheme performance in the country on key intended outputs and outcomes
 - ii. To qualitatively and quantitatively (based on meta-analysis, if possible) map the actual contribution against the intended contribution of scheme to National Development Priorities and SDGs
 - iii. Identification of problems/roadblocks in the implementation of the programme by the PIAs and suggestion to address them.
 - iv. Assess relevance, efficiency, effectiveness, equity and sustainability of the scheme

Relevance/Appropriateness

- How do the PIAs see themselves in the role of agents of change and are they able and willing to take on this role? What are their constraints? Is the situation conducive enough for the education and skill teachers to become agents of change?
- How is the counselling process? How effective counselling process to help the already dropped-out student to again continue in the 9 months educational system? How the IEC strategy helps to get the student in the education system again?

- How far has the active and effective Learning methodology been implemented in the classroom in case of education and skill training process? Have there been any changes in the learning and teaching process?
- What kind of community involvement is there in the centres? How have the PIAs/ centres/ schools invited the community into the education system?
- How are community members being engaged in the implementation at ground level? Who are the key stakeholders? What are their roles? Do they function well? How is the cooperation between the education and skill centres? What kind of improvements have they introduced?
- How does the dropped-out student see themselves? Are they willing and capable to going through the process? What have been the challenges? How have they overcome these challenges?

Effectiveness

- Assess management and related aspects of the project. Have the objectives been attained?
- Is the capacity of the teachers involved in education training sufficient?
- Are the training centres established in the Minority Concentrated Areas, if not how far centre is from MCAs, Why?
- Are the classes being interactive? What are the best practices towards drop-out student to continue in class?
- Assess the capacities of the staff with regard to communications skills. Assess the extent to which the staff understands basic principles of integrated scheme of education and skills.
- Does the monitoring system functioning satisfactorily? Is there room for improvement? Are the indicators used sufficient and adequate to evaluate the impact of the program? What should be adapted?
- What were the advantages and disadvantages of the project being part of a larger intervention? How is the programme being co-ordinated in case of PIA who got projects in multiple states and run the scheme simultaneously in other state?
- Is allotting projects to PIAs in multiple states desirable, if so, on what conditions? What are the lessons learnt?
- Is allotment of project to be made to states or a Minority Concentrated Area (MCA) or a group of MCAs.

Impact

- Can the project present design, achieve the expected impact: can it be an effective catalyst to influence to contribute in Skill India Mission?
- Has the PIA/ Staff /teachers developed attitudes and skills to handle drop-out Minority youth and transforms them from unskilled to skilled man-power?
- To analyse the input use efficiency of the scheme i.e. planned IEC activities for stakeholders and beneficiaries, institutional mechanism, fund flow (adequacy & timeliness) & utilization through public expenditure tracking, policy guidelines and human resources allocated for the implementation of the schemes at central, state, district, block, and village, mechanisms to identify and reward best practices within the scheme design as well as M&E systems.
- To assess the coverage of the scheme in terms of eligible beneficiaries, geographies etc.
- To identify the key bottlenecks/issues & challenges in the implementation mechanisms (governance mechanisms, awareness generation, stakeholder engagement & their roles & responsibilities, process & resource flow, capacities) of various development schemes.
- To assess the quality of assets created/services provided under the scheme and to see how far these assets/services benefitted the end beneficiaries.

- To assess the intended and actual convergence of the scheme to other developmental programmes of the Central and the State Governments as well as with private sector, CSR efforts, international multilateral and bilateral aid, etc.
- Also identify gaps in the scheme outcomes in light of national priorities/SDGs not being addressed due to (a) absence of interventions or (b) non-performance of existing schemes/interventions

b. Cross-sectional Thematic Assessment

Assess the scheme on various cross-sectional themes like (a) accountability and transparency, (b) direct/indirect employment generation, (c) gender mainstreaming, (d) role of Indigenous People Development Policy (e) role of in mainstreaming of Tribal and Scheduled Caste population (f) use of IT/Technology in driving efficiency, (g) stakeholder & beneficiary behavioural change, (h) Research and Development (i) Unlocking Synergies (j) Reforms & Regulations and (k) impact on and role of private sector, community and civil society in the scheme

c. Best Practices and Externalities

To identify and highlight any scalable best practices and home-grown innovations, if any, used and create case studies out of them to disseminate it for replication in other schemes/programmes.

Also capture the unintended consequences/negative externalities of scheme implementation and how these were triggered. Also map them against the environmental and social safeguards in the scheme design.

d. Program harmonisation

Based on the above, analyze the need to continue the scheme in their existing form, modify, scale-up, scale-down or close down the scheme. In case if they need to be modified, suggest revisions in the scheme design for the effective implementation in the future

3. Scope of service

a. Meta-analysis & field study

The data and methods will involve review of

- i) National and International development goals and scheme documents;
- ii) Financial data on allocation and expenditures of the scheme;

- iii) Annual reports of the ministry / department for output and outcome assessment;
- iv) Available evaluation reports for output and outcomes assessment;
- v) Annual progress reports and implementation documents to assess the institutional arrangements;
- vi) Available evaluation reports done at the district and state level, for the states/districts covered under field study, if applicable;
- vii) Evaluations done by non-government agencies.

Based on meta-analysis and key informant interviews, and community, the evaluation study will provide insights into reasons for success and failure of scheme design, institutional arrangements, human resources, political economy considerations, among others. The study will also provide strategic insights into:

- a) Gaps between intended and actual outcomes both due to lack of specific interventions and failure or poor outcomes of existing schemes;
- b) Institutional and human resource failures and best practices;
- c) Institutional provisions for monitoring and evaluation;
- d) Degree of adoption of outcome-output framework;
- e) Adoption of technology for effective scheme implementation;
- f) Political economy constraints and scheme design constraints/provisions; among others.

A detailed list of key documents to be referred to by the bidder is placed at

Appendix 1 of the ToR.

- i) Designing of the discussions guides for focus group discussions, interview guides for in-depth interviews and structured questionnaires/schedules for studies.
- ii) Preparation of the analysis plan
- iii) Pre-testing and finalising the required tools
- iv) Establishment of a managerial structure for field operations
- v) Engagement of investigators and training/capacity building of the field investigators
- vi) Putting in place appropriate IT hardware and application software for data collection and management
- vii) Collecting and compiling the quality data from selected areas
- viii) High quality data management and adherence to quality assurance mechanisms as per agreed protocols, plans and schedules
- ix) Collation and data cleaning
- x) Running data analysis and submitting cross-tabulations/summarizations
- xi) Preparation of draft report and conducting stakeholder consultations
- xii) Submission of final report and dissemination of the key findings
- xiii) Incorporating concurrent feedback into the workflow

4. Data collection methodology

A qualitative study backed with extensive meta-analysis may be adopted to provide the scheme assessment. The evaluator should provide data collection methodology and sampling method. But a multi- pronged robust process for quality control needs to be followed during data collection and its robustness is required to be ensured by the evaluator.

- (a) Key informant interviews & focus group discussions: Herein, it is proposed that key informant interviews with ministry/department personnel at national level, officials/teaching staff of project implementing Agencies, other stakeholders supporting implementation or indirectly involved in enabling scheme's success such as National Institute of Open Schooling (NIOS) / State Institute of Open Schooling, National Skill Development Corporation and employers and other opinion makers at different levels are contacted. Additionally, focus group discussions will be conducted, involving implementing stakeholders, opinion makers as well as selected beneficiaries. National level key informants should also include national level think tanks, institutions, prominent non-profit organizations, government officials.
- (b) Beneficiary Household surveys: A selected sample of household surveys shall be conducted to assess the beneficiary-level impact of the scheme. However, this household survey design may be quasi-quantitative in nature. Additionally, the key information areas to be covered in the discussion guides/questionnaires for key informant interviews and beneficiary surveys should cover data points included but not limited to NITI Aayog's Output-Outcome Monitoring Framework for corresponding schemes. This is further detailed in **Appendix 2 of the ToR.**

5. Listing of stakeholders to be consulted

The evaluator should provide list of stakeholders to be consulted during the RFP stage

- a. Key informant interviews & focus group discussions
- b. Beneficiary Household surveys

6. Time schedule

Agencies will be assessed based on the background and experience of the firm/organization/consortium, background and experience of the project team, proposed approach and methodology for the project, and an in-person presentation to the Bid Evaluation Committee.

The process will be as follows:

S No	Activity	Deadline
1	Release of RFP	09 June-2020
2	Last date for receiving queries/requests for clarifications	20 June 2020, 05pm
3	Pre-bid conference	19 June 2020, 12pm
4	Final date for submission of bids	30 June 2020, 05pm
5	Award of contract	To be informed by Ministry

7. Deliverables and Timelines

- a. Inception report with final scope, methodology and approach. This should also include findings from the meta-analysis and therefore the areas which will be further explored during field visits.
- b. Mid-term report with initial findings of the study.
- c. Draft Final report for stakeholder consultations.
- d. Final Report after incorporation of inputs from all the concerned stakeholders.

All the reports are required to be submitted in hard copy in triplicate and in soft copy. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with Ministry / Department. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data from household surveys in MS Excel/CSV format.

Following the award of contract, the timelines expected are as follows:

Sr. No	Activity	Deadline
1	Award of contract	T
2	Inception Report	T+5 days
3	Finalization of Inception report based on comments by Ministry / Department	T+8 days
4	Mid-term Report	T+30 days
5	Sign-off on the mid-term report based on comments by Ministry / Department	T+32 days
6	Draft Report	T+35 days
7	Comments on Draft Report by Ministry / Department	T+40 days
8	Sign-off on the Final Evaluation Report	T+45 days

* The bidder is required to submit a detailed timeline with an implementation schedule as a part of the project plan.

8. Payment Schedule

The payment schedule linked to the specified deliverables above is given below:

Key Date No.	Description of Deliverables	Week No.	Payment
KD1	Inception Report approved by the Authority	T+5 days	20%
KD2	Mid Term Report approved by the Authority	T+30 days	30%
KD3	Draft Evaluation Report	T+35 days	30%
KD4	Final Evaluation Report approved by the Authority	T+45 days	20%
	Total		100%

Excludes the time taken by the Authority in providing its comments on the Draft Final Report. The Consultant shall get one week for submission of the Final Evaluation Report after comments of the Authority are provided.

9. Indicative Report Structure

The final evaluation report should cover the following aspects:

- 1) Preface
- 2) Executive Summary
- 3) Overview of the scheme
 - a) Brief background about the scheme
 - i) Structure & Stakeholders
 - ii) Trends/Key Drivers of intended outcomes of the scheme
 - iii) Role of Private Sector
 - iv) Contribution to economy & job creation
 - v) Inclusion
 - b) Scheme performance on key metrics
 - c) Issues & Challenges - What, How & Why?
 - d) Vision/Way forward
 - e) Nature of evaluation studies and their key findings - Gaps therein
- 4) Study Objectives
- 5) Study Approach & Methodology

-
- a) Overall approach
 - b) Field Study methodology
 - i) Qualitative
 - (1) Stakeholder & geographical coverage
 - (2) Tools
 - ii) Quantitative
 - (1) Sampling - Geographical coverage & respondent profile
 - (2) Sample size
 - (3) Sample selection
 - (4) Tools
 - 6) Observations & Recommendations
 - a) Scheme performance - Outputs & Outcomes
 - b) Contrast actual performance of the scheme with intended performance
 - c) Key issues/challenges & their root causes
 - d) Key recommendations/Way Forward - These should be based on the 5 pillars of Relevance, Effectiveness, Efficiency, Equity and Sustainability at Scheme level
 - i) Governance
 - ii) Institutional mechanism
 - iii) IEC activities & awareness generation
 - iv) Convergence
 - v) Fund Flow efficiency & Utilization
 - vi) Capacity Building
 - vii) M&E systems
 - viii) Interventions in Cross-sectional areas - (a) accountability and transparency, (b) direct/indirect employment generation, (c) gender mainstreaming, (d) climate change & sustainability, (e) use of IT/Technology in driving efficiency and (f) stakeholder & beneficiary behavioral change
 - 7) Conclusions
 - a) Issues & challenges
 - b) Scheme Way Forward
 - 8) References
 - 9) Appendices
 - Appendix 1 - Details of Key Informant Interviews and Household Survey
 - a) Appendix 1a - list of stakeholders interviewed
 - b) Appendix 1b - Geography-wise sample Size covered
 - Appendix 2 - Case Studies
 - The case studies should be identified using the criteria of effectiveness, efficiency,
-

relevance, ethical soundness, scalability, sustainability
and partner & community engagement

10. Support from Ministry / Department

A detailed list of scheme-specific information required for better contextual understanding of the bidder.

11. Reporting

- a. The evaluator will work closely with the Ministry/PMU.
- b. The evaluator may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Ministry.
- c. The evaluator will make a presentation on the Inception Report for discussion with the Ministry at a meeting. This will be a working document. The evaluator is required to prepare and submit a periodic update that includes and describes, inter alia, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.
- d. Regular communication with the Project Director is required in addition to all key communications. This may take the form of telephone/teleconferencing, emails, faxes, and occasional meetings.

Appendix 1

List of key documents to be referred

1. PAD
2. Guidelines
3. IVA reports
4. M&E reports

Appendix 2

Out-put outcome monitoring framework

PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: Nai Manzil

Credit No. 5738-IN

Contract No.:

between

Ministry of Minority Affairs

Address:

Tel:.....;

Fax:;

email:

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract(including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

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

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of : *Ministry of Minority Affairs*

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

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

[Authorized Representative of the Consultant – name and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Guidelines” means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) “Day” means a working day unless indicated otherwise.
 - (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
-

- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of the Client’s country.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to

be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and

necessarily incurred, and, if required by the Client, in reactivating the Services; or

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

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

18. Suspension

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

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of
Rights and
Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit

inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be

approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

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

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

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

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

**21. Conflict of
Interests**

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

**26. Reporting
Obligations**

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

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

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

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

**28. Equipment,
Vehicles and
Materials**

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

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

30. Replacement of Key Experts

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

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

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

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

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

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

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

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be

responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

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

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

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

**36. Counterpart
Personnel**

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

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

**37. Payment
Obligation**

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

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

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

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services

pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

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

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

40. Currency of Payment

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

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

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

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

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

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

Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond forty five (45) days after submitting of complete and essential documents as per extant rules/guidelines/terms & conditions/GFR and as stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

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

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either

Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions

Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁸;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁹;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹⁰;

⁸For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

⁹For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

¹⁰For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (iv) “coercive practices” 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 party¹¹;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures¹², including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated¹³ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

¹¹For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

¹² A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

¹³ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Ministry of Minority Affairs</p> <p>Attention: NAME</p> <p>Address:</p> <p>Tel: ;</p> <p>Fax: ;</p> <p>email:</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: [name, title] _____</p> <p>For the Consultant: [name, title] _____</p>
11.1	<p>The effectiveness conditions are the following:</p> <p><i>Approval of the Contract by the Bank</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 15 days.</p>
13.1	Commencement of Services:

	<p>The number of days shall be 15 calendar days.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be Forty-Five (45) days from commencement. The duration may be extended if required with mutual agreement of the parties.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>

23.1	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the [insert “Applicable Law”, if it is the law of the Client’s country, or insert “applicable law in the Client’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client’s country].</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(b) Professional liability insurance, with a minimum coverage of amount equivalent to the total value of the contract in Rupees. *</p> <p>b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government’s country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicle Act, 1988;</p> <p>c) Third Party liability insurance, with a minimum coverage of 10% of the contract amount;</p> <p>*The amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</p>
27.1	<p><i>[If applicable, insert any exceptions to proprietary rights provision_____]</i></p>

27.2	The Consultant shall not use any documents, software or project related information for purposes unrelated to this Contract without the prior written approval of the Client.														
32.1 (a) through (e)	<i>Deleted</i>														
32.1(f)															
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant.</p> <p>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</p>														
39.1 and 39.2	The Client warrants that client will reimburse to the Consultant Service Tax as applicable.														
41.2	<p>The payment schedule:</p> <p><i>Note: Not all deliverables are linked to Payments]</i> Payment shall be made to the Evaluation Agency by MoMA subject to the receipt of quality deliverables and fulfillment of the terms and conditions of the agreement. <u>Indicative Payment Schedule Tied to Deliverables</u></p> <table border="1"> <thead> <tr> <th>Key Date No.</th><th>Description of Deliverables</th><th>Week No.</th><th>Payment</th></tr> </thead> <tbody> <tr> <td>KD1</td><td>Inception Report approved by the Authority</td><td>T+5 days</td><td>20%</td></tr> <tr> <td>KD2</td><td>Mid Term Report approved by the Authority</td><td>T+30 days</td><td>30%</td></tr> </tbody> </table>			Key Date No.	Description of Deliverables	Week No.	Payment	KD1	Inception Report approved by the Authority	T+5 days	20%	KD2	Mid Term Report approved by the Authority	T+30 days	30%
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	Total		100%										
	<i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i>												
41.2.1	Not Applicable												
41.2.4	The accounts are: in Indian Rupee (INR) <table><tr><td>Name</td><td></td></tr><tr><td>Account No.</td><td></td></tr><tr><td>Name of Bank</td><td></td></tr><tr><td>IFS Code</td><td></td></tr><tr><td>Service Tax Regn No</td><td></td></tr></table>	Name		Account No.		Name of Bank		IFS Code		Service Tax Regn No			
Name													
Account No.													
Name of Bank													
IFS Code													
Service Tax Regn No													
42.1	The interest rate is: 5% per annum												
45.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>The Indian Council of Arbitration</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>The Indian Council of Arbitration</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.												

	<p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by The Secretary, <i>The Indian Council of Arbitration</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to The <i>Indian Council of Arbitration, New Delhi</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in New Delhi, India.</p> <p>(b) English language shall be the official language for all purposes; and</p> <p>(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

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APPENDIX B - KEY EXPERTS

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

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APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or

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