Standard Request for Proposals

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Edited by C. Fletcher (Aug 10, 2011) – For submission to HOPs (July 28, 2011)

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS
RFP No.: HSRLM 2016-17

Selection of Consulting Services for: Conducting Baseline Survey in Haryana

Client: Haryana State Rural Livelihoods Mission Country: India
Project: Mahila Kisan Sashaktikaran Pariyojna

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PART I

Section 1. Letter of Invitation

RFP No. HSRLM 2016-17

[Panchkula, 6th June 2016]

To,
The Chief Functionaries,
a) AFC India Ltd., New Delhi
b) JPS ASSOCIATES (P) LTD., New Delhi
c) Udhyogini, New Delhi
d) Global Agrisystem Pvt. Ltd., New Delhi
e) Soil Conservation Society of India, New Delhi
f) AMS Consulting Research Training, Lucknow

Dear Mr./Ms.:

1. The Haryana SRLM is supported by the Government of India (hereinafter called ”Borrower”) who has received financing from the International Development Association (IDA)(the “Bank”) in the form of a “credit” (hereinafter called “credit” toward the cost of the National Rural Livelihoods Mission (NRLM). The Ministry of Rural Development, an implementing agency of the Client, 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 the Ministry of Rural Development and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the credit agreement. The credit 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 Borrower shall derive any rights from the credit agreement or have any claims to the proceeds of the credit.
2. The Client (Haryana State Rural Livelihoods Mission) now invites proposals to provide the following consulting services (hereinafter called “Services”): Consultancy services for “Conducting Baseline Survey in the State of Haryana”
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
4. a) AFC India Ltd., New Delhi
b) JPS ASSOCIATES (P) LTD., New Delhi
c) Udhyogini, New Delhi
d) Global Agrisystem Pvt. Ltd., New Delhi
e) Soil Conservation Society of India, New Delhi
f) AMS Consulting Research Training, Lucknow
5. It is not permissible to transfer this invitation to any other firm.

Section 1. Letter of Invitation

6. A firm will be selected based on Quality and Cost Based Selection (QCBS) in a Simplified Technical Proposal (STP) format as described in this RFP, in accordance with the procedures set out in the NRLM Procurement Manual, which follows the Consultants Selection Guidelines of the World Bank dated January 2011, which
can be found at the following Website: www.Aajeevika.in.

7. The RFP includes the following documents:
Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants and Data Sheet
Section 3 - Technical Proposal STP - Standard Forms
Section 4 - Financial Proposal –
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
8. Please inform us by 24th June 2016 in writing or via e-mail (ceohsrlm@gmail.com)
• That you have received the Letter of Invitation; and
• Whether you intend to submit a proposal
9. Details on the proposal’s submission date, time and address are provided in Clauses17.7and 17.9 of the ITC

Yours sincerely,

Chief Executive Officer
Haryana State Rural Livelihoods Mission
2nd Floor, Akshay Urja Bhawan,
Institutional Plot No. 1
Sector -17
Panchkula

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Section 2. Instructions to Consultants and Data Sheet

[“Notes to the Client”: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write,the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. “Notes to the Client” should be deleted from the final RFP issued to the shortlisted Consultants].

A. General Provisions

1. Definitions (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common
control with the Consultant.

(b) “Applicable 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/grant] 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.

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(j) “Day” means a calendar day.

(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 thatprovidesthe 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.

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(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.

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

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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.

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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

6.3.3Government-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

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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

1. General
Considerations

1.1 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.

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2. Cost of
Preparation of
Proposal

2.1 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.

3. Language 3.1 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.

4. Documents
Comprising the
Proposal

4.1 The Proposal shall comprise the documents and forms listed
in the Data Sheet.

4.2 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).

4.3 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).

5. Only One
Proposal

5.1 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 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.

6. Proposal Validity 6.1 The Data Sheet indicates the period during which the
Consultant’s Proposal must remain valid after the Proposal
submission deadline.

6.2 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.

6.3 If it is established that any Key Expert nominated in the
Consultant’s Proposal was not available at the time of Proposal

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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.

a. Extension of
Validity Period

6.4 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.

6.5 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.

6.6 The Consultant has the right to refuse to extend the validity
of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of
Key Experts at
Validity
Extension

6.7 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.

6.8 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.

c. Sub-
Contracting

6.9 The Consultant shall not subcontract the whole of the
Services.

7. Clarification and
Amendment of
RFP

7.1 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 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:

7.1.1 At any time before the proposal submission deadline,

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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.

7.1.2 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.

7.2 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.

8. Preparation of
Proposals –
Specific
Considerations

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

8.1.1 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.

8.1.2 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.

8.1.3 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.

8.1.4 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

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is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

9. Technical
Proposal Format
and Content

9.1 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 shall be submitted for each Key Expert position. Failure to comply with this requirement will make
the Proposal non-responsive.

9.2 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.

10. Financial
Proposal

10.1 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

10.2 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 10.3 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

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

d. Currency of
Payment

10.5 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

11. 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

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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”, “[Name of the Assignment]“, 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]”.

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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.

12. 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.

13. 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

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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.

14. 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.

15. 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.

16. 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.

17. 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

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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.

18. 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

Section 2. Instructions to Consultants

understood as per Clause ITC25 below, specified in the
Financial Proposal (Form FIN-1) shall be considered as the
offered price.

19. 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.

20. 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.

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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

Section 2. Instructions to Consultants

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.

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Instructions to Consultants

E. Data Sheet

[“Notes to Client” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

A.General

ITC Clause
Reference

1 (c) Country: India

2.1 Name of the Client: Haryana State Rural Livelihoods Mission

Method of selection: Quality & Cost Based Selection as per

Applicable Guidelines: A Consultant will be selected in accordance
with the procedures set out in the NRLM Procurement Manual,
which follows the Consultants Selection Guidelines of the World Bank
dated January 2011

2.2 Financial Proposal to be submitted together with Technical Proposal:
Yes

The name of the assignment is: Consultancy Services for Conducting
Baseline Survey in Haryana

2.3 A pre-proposal conference will be held: YES (if required by the
Consulting Organizations)

[If “Yes”, fill in the following:]
Date of pre-proposal conference: 27th June 2016
Contact person/conference coordinator Nitendra Singh (spmhsrm.lh@gmail.com)

2.4 The Client will provide the following inputs, project data, reports, etc. to
facilitate the preparation of the Proposals: Not Applicable

6.3.1 A list of debarred firms and individuals is available at the Bank’s

external website: www.worldbank.org/debarr

Section 2. Instructions to Consultants

B. Preparation of Proposals

9.1 This RFP has been issued in the English language.

Proposals shall be submitted in English

All correspondence exchange shall be in English language.

10.1 The Proposal shall comprise the following:

For SIMPLIFIED TECHNICAL PROPOSAL (STP):
1st Inner Envelope with the Technical Proposal:
(1) Power of Attorney to sign the Proposal
(2) TECH-1
(3) TECH-4
(4) TECH-5
(5) TECH-6

AND

2d Inner Envelope with the Financial Proposal (if applicable):
(1) FIN-1
(2) FIN-2
(3) FIN-3
(4) FIN-4
(5)Statement of Undertaking (if required under Data Sheet 10.2 below)

10.2 Statement of Undertaking is required
Yes

11.1 Participation of Sub-consultants, Key Experts and Non-Key Experts in
more than one Proposal is permissible
No

12.1 Proposals must remain valid for 15 calendar days after the proposal
submission deadline (i.e., until: 24th June 2016)

13.1 Clarifications may be requested no later than 10 days prior to the
submission deadline.

The contact information for requesting clarifications is Nitendra Singh (spmhsrm.lh@gmail.com)

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14.1.1 Shortlisted Consultants may associate with

(a) non-shortlisted consultant(s): No

Or
(b) other shortlisted Consultants: Yes

14.1.2

(do not use
for Fixed
Budget
method)

NA

14.1.3
for time-
based
contracts

only

NA

14.1.4 and
27.2
use for Fixed
Budget
method

NA

15.2 The format of the Technical Proposal to be submitted is:
STP

Submission of the Technical Proposal in a wrong format may lead to the
Proposal being deemed non-responsive to the RFP requirements.

16.1 [A sample list is provided below for guidance. Items that are not applicable
should be deleted, others may be added. If the Client wants to set up
maximum ceilings for unit rates of certain type of expenses, such ceilings
should be indicated in the FIN forms:

(1) a per diem allowance, including hotel, for experts for every day of
absence from the home office for the purposes of the Services;

(2) cost of travel by the most appropriate means of transport and the most direct practicable route;

(3) cost of office accommodation, including overheads and back-stop support;

(4) communications costs;

Section 2. Instructions to Consultants

(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;

(6) cost of reports production (including printing) and delivering to the Client;

(7) other allowances where applicable and provisional or fixed sums (if
any)]

(8) [insert relevant type of expenses, if/as applicable]

16.2 A price adjustment provision applies to remuneration rates:
No

16.3 “Information on the Consultant’s tax obligations in the Client’s country can
be found [http://www.incometaxindia.gov.in]

16.4 The Financial Proposal shall be stated in the following currencies:

The Financial Proposal should state local costs in the Client’s country
currency (local currency i.e INR): Yes.

C. Submission, Opening and Evaluation

17.1 The Consultants “Shall Not “have the option of submitting their Proposals
electronically.

17.4 The Consultant must submit:

(a) Technical Proposal: one (1) original and 1 copy; (b) Financial Proposal: one (1) original

17.7 and
17.9

The Proposals must be submitted no later than: Date: 24th June 2014
Time:1700 Hrs local time

The Proposal submission address is:
The Chief Executive Officer
Haryana State Rural Livelihoods Mission 2nd Floor, Akshay Urja Bhawan, Institutional Plot No. 1
Sector- 17
Panchkula
Haryana

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19.1 An online option of the opening of the Technical Proposals is offered:
No

19.2 In addition, the following information will be read aloud at the opening
of the Technical Proposals
NA

21.1

(for FTP)

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

21.1

[for STP]

Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:
Points

(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:

Total points for criterion (i): [30]

(ii) Key Experts’ qualifications and competence for the Assignment: {Notes to Consultant: each position number corresponds to the same for Key Experts in Form TECH-6 to be prepared by the Consultant}

a) Position K-1: [Team Leader] [20]
b) Position K-2: [Sampling Specialist] [15]
c) Position K-3:[Team Members (2)] [151
d) Position K-4: [Data Analyst] 10
e)Position K-5: [Field Survey Manager] [10]

Total points for criterion (ii): [70]

Total points for the two criteria:100

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

23.1 An online option of the opening of the Financial Proposals is offered: No

25.1 For the purpose of the evaluation, the Client will exclude: (a) all local
identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes
levied on the contract’s invoices; and (b) all additional local indirect tax on
the remuneration of services rendered by non-resident experts in the Client’s

Section 2. Instructions to Consultants

country. If a Contract is awarded, at Contract negotiations, all such taxes will
be discussed, finalized (using the itemized list as a guidance but not limiting
to it) and added to the Contract amount as a separate line, also indicating
which taxes shall be paid by the Consultant and which taxes are withheld
and paid by the Client on behalf of the Consultant.

26.1 The single currency for the conversion of all prices expressed in various
currencies into a single one is: Indian National Rupees

27.1
(QCBS
only)

The lowest evaluated Financial Proposal (Fm) is given the maximum
financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are: T = 75%, and
P = 25%

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 x T% + Sf x P%.

D. Negotiations and Award

28.1 Expected date and address for contract negotiations:
Date: Mid JULY 2016
Address: The Chief Executive Officer
Haryana State Rural Livelihoods Mission
2nd Floor, Akshay Urja Bhawan,
Institutional Plot No. 1
Sector -17
Panchkula

30.1 The publication of the contract award information following the
completion of the contract negotiations and contract signing will be done
as following: www.hsrlm.gov.in

The publication will be done within 7 days after the contract signing.

Section 2. Instructions to Consultants

30.2 Expected date for the commencement of the Services: Date: Mid JULY 2016 at: various districts of Haryana

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

CHECKLIST OF REQUIRED FORMS
Required for
FTP or STP

(√)

FORM DESCRIPTION Page Limit

FTP STP

√ √ TECH-1 Technical Proposal Submission Form.
“√“ If
applicable

TECH-1
Attachment

If the Proposal is submitted by a joint venture,
attach a letter of intent or a copy of an existing agreement.
“√” If
applicable

Power of
Attorney

No pre-set format/form. In the case of a Joint
Venture, several are required: a power of attorney
for the authorized representative of each JV
member, and a power of attorney for the
representative of the lead member to represent all
JV members

√ TECH-2 Consultant’s Organization and Experience.

√ TECH-2A A. Consultant’s Organization
√ TECH-2B B. Consultant’s Experience

√ TECH-3 Comments or Suggestions on the Terms of
Reference and on Counterpart Staff and Facilities
to be provided by the Client.

√ TECH-3A A. On the Terms of Reference
√ TECH-3B B. On the Counterpart Staff and
Facilities

√ √ TECH-4 Description of the Approach, Methodology, and
Work Plan for Performing the Assignment
√ √ TECH-5 Work Schedule and Planning for Deliverables
√ √ TECH-6 Team Composition, Key Experts Inputs, and
attached Curriculum Vitae (CV)

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.

Section 3. Technical Proposal – Standard Forms

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a FinancialProposal sealed ina separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we
accept that any misinterpretation or misrepresentation contained in this
Proposal may lead to our disqualification by the Client and/or may be
sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period of time
specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

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(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our
understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.

(e) [Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the
following:In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]

(f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a
Contract on the basis of the proposed Key Experts. We accept that the
substitution of Key Experts for reasons other than those stated in ITC Clause
12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting
from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:
Name and Title of Signatory:
Name of Consultant (company’s name or JV’s name):
In the capacity of:

Address:

Contact information (phone and e-mail):

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

Section 3. Technical Proposal – Standard Forms

21.

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

{Suggested structure of your Technical Proposal}

a) Technical Approach, Methodology, and Organization of the Consultant’s team.
{Please explain your understanding of the objectives of the assignment as outlined in
the Terms of Reference (TOR), the technical approach,and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree
of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

b) Work Plan and Staffing. {Please outline the plan for the implementation of the main
activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability
to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered
as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) Comments (on the TOR and on counterpart staff and facilities)

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also includecomments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

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FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

D-2 {e.g., Deliverable #2:...............}

n

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

Section 3. Technical Proposal – Standard Forms

FORM TECH-6(FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

N° Name Expert’s input (in person/month) per each Deliverable (listed in TECH-5) Total time-input

(in Months)

Position D-1 D-2 D-3 .... D-... Home Field Total
KEY EXPERTS

K-1 {e.g., Mr. Abbbb} [Team
Leader]

[Home] [2 month] [1.0] [1.0]

[Field] [0.5 m] [2.5] [0]
K-2

K-3

n

Subtotal
NON-KEY EXPERTS
N-1 [Home]
[Field]
N-2

n

Subtotal
Total

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

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

Full time input
Part time input

Section 3. Technical Proposal - Standard Forms

FORM TECH-6

(CONTINUED)

CURRICULUM VITAE (CV)

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

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

____ ____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period Employing organization and your
title/position. Contact infor for
references

Country Summary of activities
performed relevant to
the Assignment
[e.g., May
2005-

present]

[e.g., Ministry of ……,
advisor/consultant to…

For references: Tel…………/e-
mail……; Mr. Hbbbbb, deputy
minister]

Membership in Professional Associations and Publications:

____

Language Skills (indicate only languages in which you can work): ______________

____

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Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:

Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the
Assigned Tasks

{List all deliverables/tasks as in TECH- 5
in which the Expert will be involved)

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

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

{day/month/year}
Name of Expert Signature Date

{day/month/year}
Name of authorized Signature Date Representative of the Consultant
(the same who signs the Proposal)

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Section 4. Financial Proposal - Standard Forms
{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.} Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.
FIN-1 Financial Proposal Submission Form
FIN-2 Summary of Costs
FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations -
Breakdown of Remuneration Rates” in the case of QBS method
FIN-4 Reimbursable expenses

Section 4 – Financial Proposal – Standard Forms

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting
from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address Amount and Purpose of Commission
of Agents Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third partyrelating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

45

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Name and Title of Signatory:
In the capacity of:
Address:
E-mail: _________________________

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

Section 4 – Financial Proposal – Standard Forms

FORM FIN-2S UMMARY OF COSTS

Item Cost

{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}

{Insert Foreign
Currency # 1}

{Insert Foreign
Currency # 2, if
used}

{Insert Foreign
Currency # 3,if
used}

{Insert
Local Currency, if
used and/or required (16.4
Data Sheet}

Cost of the Financial Proposal

Including:

(1) Remuneration

(2)Reimbursables

Total Cost of the Financial Proposal:
{Should match the amount in Form FIN-1}

Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded

(i) {insert type of tax. e.g., VAT or
sales tax}

(ii) {e.g., income tax on non-resident
experts}

(iii) {insert type of tax}

Total Estimate for Indirect Local Tax:

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

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FORM FIN-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration

No.

Name Position (as
in TECH-6)

Person-month
Remuneration
Rate

Time Input in
Person/Month

(from TECH-6)

{Currency
1- as in

FIN-2}

{Currency
2- as in

FIN-2}

{Currency# 3-
as in FIN-2}

{Local
Currency-
as in FIN-2}

Key Experts

K-1 [Home]
[Field]
K-2

Non-Key Experts
N-1 [Home]
N-2 [Field]

Total Costs

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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:

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Leave cost as percentage of salary = s]- v-ph - w-[365

100 x leave days total

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.

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Sample Form

Consultant: Country:
Assignment: Date:

Consultant’s Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm’s payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant’s Experts;

(b) Attached are true copies of the latest pay slips of the Experts listed;

(c) The away- from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) The factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and

(e) Said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative Date

Name:

Title:

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Consultant’s Representations Regarding Costs and Charges (Model Form I)

(Expressed in {insert name of currency*})

Personnel 1 2 3 4 5 6 7 8

Name Position

Basic
Remuneration
Rate per
Working
Month/Day/Year

Social

Charges1

Overhead 1 Subtotal Profit2

Away from
Home Office
Allowance

Proposed Fixed
Rate per Working
Month/Day/Hour

Proposed Fixed
Rate per Working
Month/Day/Hour1

Home Office

Client’s Country

{* If more than one currency is used, use additional table(s), one for each currency}
1. Expressed as percentage of 1
2. Expressed as percentage of 4

Section 4. Financial Proposal - Standard Forms

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses

N° Type of Reimbursable
Expenses Unit Unit

Cost Quantity {Currency # 1-

as in FIN-2}

{Currency # 2-
as in FIN-2}

{Currency# 3-
as in FIN-2}

{Local
Currency- as in
FIN-2}

{e.g., Per diem allowances**} {Day}

{e.g., International flights} {Ticket}

{e.g., In/out airport
transportation} {Trip}
{e.g., Communication costs
between Insert place and Insert
place}
{ e.g., reproduction of reports}
{e.g., Office rent}

....

{Training of the Client’s
personnel – if required in
TOR}
Total Costs

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

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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): ________________[list country/countries following approval by the Bank to apply the restriction or state “none”]

Under the ITC 6.3.2 (b): ________________[list country/countries or indicate “none”]

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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 party;

(ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial
or other benefit or to avoid an obligation;

(iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive 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 party;

(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;

Section 6. Bank Policy – Corrupt and Fraudulent Practices

(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 procedures, 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 nominated sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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Section 7

Terms of Reference

1. Background & Introduction

In line with the National Policy for farmers, the MoRD is implementing various schemes aimed at increasing the agricultural production through optimum employment. Mahilla Kisan Sashaktikaran Pariyojna (MKSP) is a programme to empower women farmers and to build their capacities by promoting community based sustainable agriculture. MKSP is being implemented under National Rural Livelihoods Mission. It has been desired by the Government of India to promote convergence of such schemes with the programme of the Department of Agriculture for better results. In this regard, it has been desired that a convergence plan needs to be prepared between the Department of Agriculture and HSRLM to work out the action plans at State/District/Block level. The MKSP is implemented on a cost sharing basis between the Centre and the States in the ratio of 75:25. The project has been started in for bloks i.e. Narnaud (Hisar), Siwan (Kaithal), Bawani Khera (Bhiwani), Matanhail (Jhajjar).

a. Block-wise spread
Significant information relating to occupational profile of the farmers in
the 4 blocks as per the census 2011 is given as under:-

Bawani
KKKKher

a

Matanhail Siwan Narnaund Total

-No. of villages 32 43 47 31 153
-No. of households 24854 22862 18893 23191 89800
-Total no. of cultivators 15383 14625 9091 21107 60206
No. of male cultivators 12416 12338 8664 15873 49291
No. of female cultivators 2967 2287 427 5234 10915
-Total marginal cultivators 3413 6291 716 7905 18325
No. of male marginal cultivators 753 1974 204 1649 4580
No. of female marginal cultivators 2660 4317 512 6256 13745
-Total marginal male agricultural laborers 5906 4186 4849 8953 23894
No. of marginal male agricultural laborers 3011 2149 2181 4011 11352
No. of marginal female agricultural laborers 2895 2037 2668 4942 12542
-No. of SHGs formed under NRLM 379 213 290 247 1129
-No. of VOs formed under NRLM 28 15 26 13 82
-No. of SHGs credit linked 76 33 79 81 269
-No. of SHGs received RF 310 149 244 188 891

Section 7. Terms of Reference

2. Objectives, Strategy and Component of the Mission

2.1. Developing livelihoods and living standards of poor rural house-holds through
'mahila kisan' aiming at sustainable agriculture and women empowerment.

2.2 Community Managed Sustainable Agriculture where emphasis is on lowering
the input cost by reducing the dependence on chemical fertilizers and pesticides and initiating multiple source livelihood. Special focus on small and marginal farmers, Women, tenants, agriculture workers. In livestock sector, emphasis will be on preventive, measures rather than curative.

.

3. Implementation Architecture

3.1. A critical first step in the process of implementation is the development of
resource/intensive blocks, as proof of concept and live workable models on the ground with the support of Community Resource Persons (CRPs) drawn from
the states which have successfully implemented similar models or internal resource persons identified from the successful home grown models.
3.2. Thus, each state transiting to NRLM is required to focus on the development of
resource/intensive blocks, particularly, during the first 18 to 24 months and generate the required social capital in the form of internal CRPs to implement intensive strategies in the rest of the state.
3.3. The phased approach implies simultaneous implementation of NRLM
resource/intensive strategies in some blocks coupled with the implementation of non-intensive strategies in others. However, at the block level, there will be no overlapping coverage of both intensive and non-intensive approaches.

4. NRLM Guiding Principles

4.1. Poor have a strong desire to come out of poverty, and they have innate
capabilities
4.2. Social mobilization and building strong institutions of the poor is critical for
unleashing the innate capabilities of the poor.
4.3. An external dedicated and sensitive support structure is required to induce the
social mobilization, institution building and empowerment process.
4.4. Facilitating knowledge dissemination, skill building, access to credit, access to
marketing, and access to other livelihoods services underpins this upward
mobility.

5. Status of NRLM in Haryana

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5.1 We have deployed 4 YPs and got conducted 2 rounds of CRPs for the project in the month of May/June-2015 and July/August-2015.

Intensive
Districts

Resource Blocks

Bhiwani Bawani Khera

Jhajjar Matanhail

Kaithal Siwan

Hisar Narmaud

6. Purpose of the Baseline Study

6.1. The Mission aims at bringing about sustained improvement in the incomes, livelihoods, well-being and empowerment status of the rural poor targeted. Only
a scientific survey of empanelled households, drawn from the Mission and non-Mission areas, and undertaken at different points of time (tracking survey) would be able to establish the ‘net’ contribution of the Mission to the changing livelihoods and well-being status of the rural poor and the factors and processes accounting for such changes. The Haryana State Mission has therefore decided to commission an independent inter-temporal/longitudinal study to assess the livelihoods of the rural poor at the baseline and two follow-up stages, with a gap of 2 years between any two stages. Thus, the study would cover not only the households directly targeted by the Mission but also the households outside it. Each household/other units (if any) empanelled at the baseline, in both Mission and non-Mission areas (non-intensive blocks), will be revisited at the two follow-up stages to track changes in the livelihood outcomes envisaged. Further, since the livelihood outcomes would depend on a number of factors, some within the control of the Mission and some outside, the study would have to segregate the contribution of Mission from non-Mission interventions. Finally, the data collected as part of the survey should allow for the measurement of the impact of the Mission on key socio-economic parameters (using techniques such as propensity score matching).

Section 7. Terms of Reference

7. Scope of the Baseline Study

7.1. As the central purpose of the study is to assess the contribution of the Mission to
the livelihoods of the rural poor mediated through efficient and sustainable institutions of the poor, key impact areas need to be explored and evidence based information provided. The areas include:
• Size, composition and stability of household income
• Consumption and Saving
• Size and composition of household savings
• Access to institutional and other sources of credit and their terms of conditions
• Wage and employment opportunities and patterns
• Food security status
• Health and nutrition status of household members
• Access of household/members to entitlements
• Household assets and liabilities
• Risks and vulnerabilities of households
• Participation of households in community level institutions
• Indebtedness –high cost debts from non-institutional sources

7.2. In addition, the study should bring out key features of SHGs and their
federations including their
• Inclusiveness
• Governance and accountability
• Functional effectiveness
• Financial and managerial self- reliance
• Sustainability features
• Relationship with federations and federating units
• Relationship with PRIs

7.3. Further the study should track changes in the
• Levels of awareness of members on their socio-economic reality and poverty
situation, rights and entitlements
• Intra-household decision making and control over resources
• Participation in the community level social and political activities including
participation in PRIs
• Levels of empowerment
• Solidarity among members and their commitment to the vulnerable and
marginalized
• Perceived changes in the well being status

An illustrative list of potential areas that should be explored as part of the baseline survey is annexed (Annexure1)

8. Scope of the Survey

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8.1. The selected consultant organization/firm would be expected to undertake:
• Data collection from sample households, community institutions and others
• Data entry and management
• Analysis of the data
• Preparation and presentation of the Report.
8.2. The state Mission desires that the consultant firm undertakes all the four inter-
related tasks. However, the consultant firm may partner with any suitable survey
firm to undertake task-1 and task-2viz., data collection from sample households, community institutions and others and data entry and management. But such partnership arrangements should be explicitly stated in the proposal and the profile of the survey firm should be furnished along with the proposal. The design, translation and testing and finalization of the survey tools, however, shall
be the responsibility of the principal consultant firm. The responsibility for managing the survey firm and for monitoring its work shall rest with the consultant firm. The task of identifying and hiring the services of a suitable sampling expert shall also be the responsibility of the consultant firm.

8.3. The selected firm shall be responsible for the four tasks indicated above. These
tasks would involve the following activities;
8.3.1. Preparatory arrangements: Agreement with the state mission on the dates
of survey, movement plan, logistic support, deployment of key staff and other arrangements
8.3.2. Agreement on Core Survey Modules: Agreement with the State mission on the core modules to be included in the household and other surveys
8.3.3. Translation & Pre-Testing: Preparation, translation (including back translation), pre-testing and revision of survey instruments/tools for the households, Community institutions and other respondents
8.3.4. Recruitment and training – Recruitment, orientation and field training of enumerators and supervisors
8.3.5. Sample Selection: Selection of sample blocks, gram panchayats and villages. Finalization of procedure for sampling households and community
institutions with the support of sampling expert
8.3.6. Listing of households: Listing of households in sample villages if such lists are not readily available
8.3.7. Data Collection:Collection of data from sample households, Community Institutions, using pre-tested survey forms
8.3.8. Village Surveys: Collection of data using village survey forms through pre-tested and revised tools
8.3.9. Data Cleaning and Entry: Data Cleaning and data entry using pre-agreed software
8.3.10. Data Analysis: Qualitative as well as quantitative analysis of the data 8.3.11. Concurrent Feedback: Concurrent feedback on key issues observed during the survey and that may have implications for the programme design and implementation process
8.3.12. Draft Reports: Preparation of Draft Reports and presentations
8.3.13. Final Reports: Preparation of the Final Report and presentation

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8.3.14. Data Transfer: Transfer of electronic data sets and filled in survey forms

9. Methodology & Sample Design:

9.1. The objective of the study is to track changes in the livelihood status of the
households targeted by the Mission at three points of time. As such, the baseline
and two follow-up studies should be so designed as to effectively capture the changes in the livelihood status of the targeted households not only over time,
but also in comparison with similar households not targeted by the Mission (double difference method).
9.2. However, it would be difficult to identify ‘non-target’ (control) households as
the state Mission is expected to implement interventions for all rural poor households in the state, in a phased manner. However, given the phased approach adopted by the state Mission, it is possible to divide the districts and blocks into ‘intensive’ and ‘non-intensive’ categories. Households located in the intensive blocks/villages are expected to receive all benefits envisaged under the Mission over a period of time
9.3. Households in the non-intensive blocks, however, do not receive all benefits
envisaged under the Mission. Thus, the two categories of households differ in terms of the range of financial and non-financial Mission benefits provided. However, all blocks and poor households would eventually become part of the Mission and entitled to receive the Mission benefits over a period of 8 to 10 years.

9.4. Thus on the basis of the phasing plan adopted by the mission, 18 blocks from 9
districts have been identified as treated and an equal number of blocks and districts as ‘control’ (non- intensive). The households selected and empanelled at
the baseline would be revisited at two subsequent stages to assess the changes in
the livelihoods of the poor.
9.5. The sampling expert from the consulting organization is expected to work
closely with the state mission to identify treatment and control districts, blocks, villages and households.
9.6. The control blocks would be chosen from those blocks which will be covered

under the intensive mode in the 6th of 7th year of the mission. It is important to
note that both the treated and control blocks are drawn from different agro-climatic historical/cultural zones of the state such that the sample is representative of the potential state universe.
9.7. It may be noted that if a ‘sample ‘treated’ block is chosen from one region, the
control or counterfactual block should also be choosen from the same region.
9.8. Further, ‘treated’ and ‘control’ blocks should not be selected from the same
district. Similarly, while selecting the treated villages for the baseline, care should be taken to avoid identification of villages in which intensive work has already progressed significantly.
9.9. The consultant shall adhere to other normative principles of sampling villages
and households to avoid judgmental/sampling errors. The consultant should adhere to the common sampling principles such as:

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• No two adjacent villages from the same panchayat would be selected for the
sample
• No two adjacent gram panchayats would be selected from the same block
• Villages from different areas in a block would be given equal chance of
getting sampled.
9.10. The minimum size of the control sample should not be less than 1/3rd of the total
sample, such that the statistical estimates of the sample are comparable. The
state strongly recommends the use of equal size treated and control samples.
9.11. The mission also recommends selection of a household sample size which is a
representative of different geographies and large enough to provide statistically significant estimates of major outcome variables.
9.12. As part of the study, a sample set of village level community institutions,
including SHGs and their federations and livelihood collectives will be identified and studied. The consulting organization will work closely with the
state mission to identify an appropriate sample of such institutions. An indicative sample is provided below:

Table No. 4
Sr. No Sampling Unit Mission Intensive/
Resource
1. Districts 4
2. Blocks 4
3. Villages/ Habitations 153
4. Households 89800
5. SHGs 1129
6. Cluster/Block Level
Federations

8

9.13. It is however important to select functioning SHGs and federations at the
baseline study. The state may also include other village level institutions such as
the Anganwadi centre, PDS outlets, and gram panchayats to assess the extent to
which these institutions benefit the households.

10. Key outputs of the consultancy

The consultancy will consist of the following key outputs that will be submitted to the HSRLM. In each case, approval of the output from the previous stage clears the way for proceeding to the next item

10.1. A hypothesis document: that would identify key hypotheses regarding demand
for different types of project interventions by specific groups as well as the
impact of such interventions and the way in which the study (including a baseline plus two follow up surveys after project initiation) would measure
these. The document would describe the data required to assess impact and cost-

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effectiveness of specific project components and identify how the survey information to be collected would need to be supplemented by information from the project’s MIS and administrative data sources. It would also discuss arrangements put in place to ensure that the households included in the baseline survey can be re-interviewed at a later date. All this would result in a work plan
that assigns responsibilities and discusses implementation arrangements including appointment of qualified investigators, supervision mechanisms for quality assurance of the data collected, etc.

10.2. Inception Report: This will include a detailed work plan for all the key
activities, clearly indicating responsibility and timeline, details of the core team
and filed teams being trained and deployed.

10.3. Sampling document: This document will identify the overall number of
treatment and control areas to be surveyed and the methodology for choosing villages, households, and groups (as well as their number) in each of these areas.
It will discuss the rationale for the overall sample size and the distribution of the sample between different strata so as to be able to measure specific project impacts at a given statistical level of confidence. It will also provide the basis for computing weights for the households included in the sample so as to ensure that
the results from the survey can be compared to and feed into state-wide statistics.

10.4. Draft survey instrument: This report will comprise the draft questionnaires, and
data collection instruments including interviewer and supervisor manuals, and
data entry programs to be used in the survey. Guidance note on survey implementation, training modules for enumerators and supervisors; detailed survey implementation plan including movement and field procedure plan for
the survey teams

The team is encouraged to draw on the experience from other states as much as possible so as to facilitate comparative analysis across states at a later stage and to explore the usefulness of the draft instruments by using them as a basis for qualitative discussions with potential project beneficiaries and other stakeholders
in the field.

10.5. Data Entry Plan: Details of Data Entry Plan

10.6. Field Manual & Guides: Report on Training of field teams, training modules
used, enumerator manual (clarifying key concepts used in the questionnaire) and implementation of orientation and field training and post-training evaluation of
field teams

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10.7. Report on Field Pilot testing: Report on Process and results of pilot testing of
all instruments and tools and the revisions made to them. The Data from a pilot
test of the questionnaires that involve at least 200 households in a number of areas (not to be covered under the actual survey) that represent the range of agro-climatic and socio-economic conditions under which the project will be implemented should be submitted to the State Mission. This will be accompanied by summary tables analysing these data and a report that reviews
the pre-test experience and identifies lessons for modification of the survey instruments and the logistical arrangements for survey implementation and data entry. Based on a review of the data from the pilot test, a set of minimum quality standards will be agreed upon prior to start of the fieldwork.

10.8. Monthly Progress Report: Brief reports on the monthly progress of field work
indicating coverage of districts, blocks, households and community institutions.

10.9. Field Work Completion Report: Report on completion of field work as per the
approved sample plan

10.10. Report on Database: Detailed report on progress of data cleaning and entry along with the compiled database of all the completed data including listing of
data, household data, village data etc

10.11. The cleaned and documented data (including household weights) from the
various surveys that satisfy the quality criteria agreed upon earlier as well as other data from project MIS and administrative sources needed to conduct the analysis agreed upon earlier.

10.12. Draft Baseline Report: Draft report on baseline study (the empirical results from the baseline survey (e.g. characteristics of the target population including their organization in groups, their asset endowments, and the productivity with which
they use the resources at their disposal, demand for certain types of interventions, socio-economic characteristics, etc.).) along with complete set of
data in electronic and physical form

10.13. Revised report: Revised report on baseline study incorporating feedback from the state mission along with final data set in electronic and physical form. A brief presentation on key finding should also be provided.

11. Duration and Timeline of submission of key outputs and Deliverables

Section 7. Terms of Reference

11.1. The duration of the baseline study is 6 months from the date of contract. The
final report along with the complete dataset shall be submitted within the stipulated 6 month period. The two follow-up surveys will also have a time duration of 6 months each from the date of renewal of contract, within which period the consultant firm will be required to submit final reports and datasets However, based on the performance of the agency during the baseline, the State Mission may or may not retain the services of the consulting organization for all
the 3 surveys.

11.2. However, the consultant is required to submit three financial proposals
separately for baseline and the two follow-up surveys. The first follow-up survey
will begin two years and six months after the commencement of the baseline survey. The second follow-up will start two years and six months after the commencement of the first follow-up survey.

11.3. The selected firm will be entrusted with the follow-up survey-1, only if the
performance of the firm in the conduct of baseline survey is satisfactory. Similarly, the second follow-up will be entrusted to the same firm only after evaluating its performance in the conduct of baseline and first follow-up surveys. The renewal of the contract for two follow-up surveys is also subject to
the consultant firm ensuring deployment of the size and expertise composition of
the core team and the field teams as agreed upon.

11.4. The firm shall be obligated to submit along with the final reports, complete
dataset with matched households from three rounds. A substantial effort must be
made by the firm to ensure that all respondents are tracked as effectively as possible to minimize attrition of households in the follow-up surveys. In any
case, the attrition should not be more than 5% of the total sample across three rounds.

11.5. The time line for submission of deliverables in Annexed. (Annexure 2)

11.6. In addition to the hard copies, the consultants will make available electronic
copies on Compact Disks (CD) of:

• All reports in MS Word File format;
• All raw data and data entry programs in CS PRO and Strata format, together
with relevant summary tables in MS Excel Files with analytical tables at the
time of submission of draft report and revised final report.

12. Key qualifications and experience of the consultant

12.1. The consultant firm should have a successful track record of designing and
completing

Section 6. Bank Policy – Corrupt and Fraudulent Practices

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12.2. The organization must have a substantial research infra-structure to support field
based data collection, electronic archiving of data ensuring highest level of confidentiality for research subjects as well as high validity of responses
12.3. The organization must have completed at least 3 large monitoring and evaluation
studies or research studies or studies of similar nature involving fairly large
samples during the last three years
12.4. The consultant organization should be able to deploy the following core team
exclusively for the baseline and two follow up studies, clearly indicating the
time commitment of each member for the studies. The CVs of the core team
members will be evaluated as part of the evaluation of the technical proposal

13. Composition of the Core team

The following positions must be included in the composition of the core team
Table No. 5

Sr.
No

Position No. of
Persons

Area of
expertise

Educational
qualification

Desired Professional
Experience
1 Team
Leader

1 M&E of
rural
Developm
ent

projects

Ph.D in Social
Sciences

Around 12-15 years of
experience in conducting M&E
studies, poverty studies, filed
surveys and research

2 Sampling
Specialis
t

1 Statistics,
Sampling
theory

Ph.D in
Statistics/Econ
omics or
having
specialization
in Social
science
research
methodology

Around 8-10 years of
experience in providing
technical advice on sampling,
estimation, design of surveys
etc

3 Team
Members

2 Post graduate
in social
sciences/rural
management

6-8 years of experience in the
rural development sector,
particularly in the area of social
research
4 Data

Analyst

1 Degree in
software
programming

At least 5 years of experience in data formats, database designs,
report generation for social
research, SPSS etc
5 Field
Survey
Manager

1 Planning
and
Supervisio
n of Field
Work

Post graduate
in social
science/rural
management

At least 4 years of experience in supervising and managing field
surveys

Section 7. Terms of Reference

13.1. In addition to the core team indicated above, the consultant firm should deploy adequate number of field survey supervisors, enumerators and data entry staff required to complete the study within the stipulated period. As the key respondents of the survey are women members of SHGs, the consultant would
be expected to deploy as many female field staff as possible. Further, the consultant is advised to identify and use the services of experienced women
CRPs with required minimum qualifications as enumerators. The CRPs are experienced members/leaders of the SHGs and have themselves come out of
poverty through the SHG-centric model and understand the nature and dynamics
of rural poverty much better than enumerators who come from outside.

14. Review Committee

The CEO of the Mission or an officer designated by him shall be responsible for reviewing and monitoring the progress of the consulting organization’s work and the deliverables.

15. Ownership

15.1. The State Mission shall be the owner of the outputs and other deliverables of the consultancy. The consultant will have no right of claim to the assignment or its
outputs. Any report/document/material produced as part of these assignments
shall be deemed to be the property of the state mission funding the assignment
and the consultant will not have any claim over such outputs and will not use or reproduce the contents of the documents without the explicit written permission
of the state mission.

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Annexure 1

Illustrative List of Areas to be Covered in the Baseline Survey

Sr.
No

Area Parameter Additional Parameters

1. Household income • Size, composition,
stability/volatility of
household income

• Contribution of women
members to household
income

2. Household
Consumption

• Household consumption
and expenditure
•

• Unpaid/unaccounted
work of women members

• Drudgery of women and
equipment if used any to
reduce drudgery

3. Household Savings
& Investment

• Household savings
(physical and financial)

• Household investment
(physical and financial)

4. Household Asset
Portfolio

• Natural Capital
• Physical Capital
• Financial Capital
•

• Enhancements made to
livelihood assets in
agricultural sector and
other sectors.
• Share of women in
household assets

• Assets legally owned by
women

5. Household
Liabilities

• Outstanding debt to formal
and non-formal sources

• Liabilities/debt portfolio
of women.

6. Basic Amenities • Housing status including
homestead land

• Sanitary facilities
• Drinking water
• Fuel, electricity etc
•

• Ownership status of
house property

7. Household’s access
to credit

• Household’s access to
credit from formal and non-
formal sources, including
MFIs, rates of interest,
other repayment conditions
including mortgages and

• Women’s access to credit
and role of women in the
use of credit funds
• Women’s access to SHG
credit and other funds

Section 7. Terms of Reference

collateral security
• Use of credit funds for debt
swapping
8. Health & Nutrition
Status

• Morbidity and Mortality in
the recent past
• Nutritional Status of
members
• Nutritional status of women
and children, pregnant
women and under -5
children.
• Health and nutritional status
of the aged and the disabled
• Under-five child mortality
with the proportion of new
born deaths
• Children under five who are
stunted
• Data on HIV incidence

• Morbidity and Mortality
events among women
and children
• Skilled attendant at birth
• % of married women
with anaemia
•

9. Health Security • Access to primary health
care centres
• Health insurance schemes
for the poor (availability &
access)

• Health insurance schemes
for women and their

access

10. Occupation and
Employment

• Occupational Profile of
household members

• Access to self and wage
employment opportunities
including MGNREGS
• Wage rates and seasonal
variations

• Wage difference between
men and women

• Women’s access to wage
and self-employment
opportunities and wage
rates

11. Migration • Migration including distress
migration of household
members
•

• Migration undertaken by
women members and its
impact on children and
the elderly
12. Livestock • % of households that are
members of dairy
cooperatives

•

13. Food Security • Household food security
status
• Seasonal variations
• Access to PDS

• Role of women in
promoting food security
in households

• Impact of food insecurity

Section 6. Bank Policy – Corrupt and Fraudulent Practices

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• Methods adopted to
overcome food insecurity

on women and children

14. Education • Educational Profile of
household members

• Access to primary
education

• Dropout rate

• % of girl children
attending primary schools

Awareness &
participation

• Awareness levels of women
on dynamics of poverty,
rights and entitlements,
public services and mission
processes and benefits
• Empowerment of women

• Role of women in
decision making process
(household as well as
community level)
• Control of women over
household resources

• Participation/involvement
of women on community
level institutions and
PRIs

• Perceived well being of
women belonging to
different social groups
•

15. Village Level
Institutions
including,PRIs,
PDS, primary &
upper primary
schools,
Anganwadi center,
health sub-center,
primary credit
cooperative etc

• Inclusiveness of the
institutions

• Transparency and
accountability of these
institutions

• Equity in provision of
services

• Audit expenditures
• Representation of
vulnerable groups
• Gram sabha meetings
• Role of the poor in the
management & governance

• Role/participation of
women in the governance
of these institutions
• Role of SC ST and other
marginalized
communities in the
governance of these
institutions
•

16. Self Help Groups
(SHGs)

• Adherence to the
panchasutras
• Quality of book-keeping
• Leadership, vision,
financial base, recognition
etc
• Self reliance of SHGs
• Sustainability features of
SHGs

• Effective rotation of
leadership

17. SHG Federations • Typology and functioning
of federations

• Financial management

• Democratic functioning
• Leadership
• Financial sustainability[

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HSRLM RFP

LUMP-SUM FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant’s Services
Lump-Sum

Consultant’s Services Lump-Based

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Bank’s Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.

2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

Consultant’s Services Lump-Based

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CONTRACT FOR CONSULTANT ’S SERVICES

Lump-Sum

Project Name___________________________ [Loan/Credit/Grant]No.____________________ Contract No.____________________________ between

[Name of the Client]

and

[Name of the Consultant]

Dated:

I. Form of Contract Lump-Sum

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I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the
terms and conditions set forth in this Contract;

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

I. Form of Contract Lump-Sum

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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 [Name of Client]

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

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

[Authorized Representative of the Consultant – name and signature]

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

I. Form of Contract Lump-Sum

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract Lump-Sum

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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 thatsigns the financing agreementwith 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.

II. General Conditions of Contract Lump-Sum

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(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 associationwith 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.

1. 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.

II. General Conditions of Contract Lump-Sum

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2. Law Governing
Contract

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

3. 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.

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

5. 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.

6. 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.

7. 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.

8. 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.

9. Corrupt and
Fraudulent
Practices

10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulentpractices 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

II. General Conditions of Contract Lump-Sum

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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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.
16. 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

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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

II. General Conditions of Contract Lump-Sum

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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.

17. 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.

18. 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;

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(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

II. General Conditions of Contract Lump-Sum

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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

19. 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

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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.

20. 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

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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-consultingservices 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.

21. 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.

22. 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.

23. 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.

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24. 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 GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank’s prevailing sanctions procedures.)

25. 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.

26. 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.

27. 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

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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 ANDSUB-CONSULTANTS

28. 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.

29. 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.

30. 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 of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructivepractice 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.

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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

31. 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.

32. 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

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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.

33. 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

34. 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.

35. 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.

36. 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

37. 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

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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.

38. 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.

39. Currency of
Payment

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

40. 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 l have been

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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.

41. Interest on Delayed
Payments

42.1 If the Client had delayed payments beyond fifteen (15) days
after the due date 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

42. 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

43. 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.

44. 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

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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 party;

(ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial
or other benefit or to avoid an obligation;

(iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive 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 party;

(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

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(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 procedures, 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 nominated sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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III. Special Conditions of Contract

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

Number of GC
Clause

Amendments of, and Supplements to, Clauses in the General
Conditions of Contract

1.1(b) and 3.1 The Contract shall be construed in accordance with the law of
[insert country name].

[Bank-financed contracts normally designate the law of the [Government’s/Client’s] country as the law governing the contract.
However, the Parties may designate the law of another country, in
which case the name of the respective country should be inserted, and
the square brackets should be removed.]

4.1 The language is:____________[insert the language].

6.1 and 6.2 The addresses are:

Client:

Attention:
Facsimile:
E-mail (where permitted):

Consultant:

Attention:
Facsimile:
E-mail (where permitted):

8.1 [If the Consultant consists only of one entity, state “N/A”;
OR

If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]
The Lead Member on behalf of the JV is___________ ______________________________[insert name of the member]

9.1 The Authorized Representatives are:

For the Client: [name, title]

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For the Consultant: [name, title]

11.1 [Note: If there are no effectiveness conditions, state “N/A”]

OR

List here any conditions of effectiveness of the Contract, e.g., approval
of the Contract by the Bank, effectiveness of the Bank [loan/credit/grant], receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]

The effectiveness conditions are the following: [insert “N/A” or list the conditions]

12.1 Termination of Contract for Failure to Become Effective:

The time period shall be_______________________[insert time period, e.g.: four months].

13.1 Commencement of Services:

The number of days shall be_________________[e.g.: ten].

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.

14.1 Expiration of Contract:

The time period shall be________________________ [insert time
period, e.g.: twelve months].

21 b. The Client reserves the right to determine on a case-by-case basis
whether the Consultant should be disqualified from providing
goods, works or non-consulting services due to a conflict of a
nature described in Clause GCC 21.1.3

Yes______ No _____

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23.1 No additional provisions.

[OR

The following limitation of the Consultant’s Liability towards the
Client can be subject to the Contract’s negotiations:

“Limitation of the Consultant’s Liability towards the Client:

(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:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds [insert
a multiplier, e.g.: one, two, three] times the total
value of the Contract;

(b) This limitation of liability shall not

(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;

(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].

[Notes to the Client and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the Client and discussed with the Bank prior to accepting any changes to what was included in the issued RFP. In this regard, the Parties should be aware of the Bank’s policy on this matter which is as follows:

To be acceptable to the Bank, any limitation of the Consultant’s liability should at the very least be reasonably related to (a) the

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damage the Consultant might potentially cause to the Client, and (b)
the Consultant’s ability to pay compensation using its own assets and
reasonably obtainable insurance coverage. The Consultant’s liability
shall not be limited to less than a multiplier of the total payments to
the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank. Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or willful misconduct.

The Bank does not accept a provision to the effect that the Client shall
indemnify and hold harmless the Consultant against Third Party
claims, except, of course, if a claim is based on loss or damage
caused by a default or wrongful act of the Client to the extent
permissible by the law applicable in the Client’s country.]

24.1 The insurance coverage against the risks shall be as follows:

[Delete what is not applicable except (a)].

(a) Professional liability insurance, with a minimum coverage of______________________[insert amount and currency which
should be not less than the total ceiling amount of the Contract];

(b) Third Party motor vehicle liability insurance in respect of motor
vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of [insert amount and currency or state “in accordance with the applicable law in the Client’s country”];

(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state “in accordance with the applicable law in the Client’s country”];

(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country,
as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the

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performance of the Services.

27.1 [If applicable, insert any exceptions to proprietary rights
provision____________________________________]

27.2 [If there is to be no restriction on the future use of these documents by
either Party, this Clause SCC 27.2 should be deleted. If the Parties
wish to restrict such use, any of the following options, or any other
option agreed to by the Parties, could be used:

[The Consultant shall not use these [insert what applies…….documents and software………..]for purposes unrelated
to this Contract without the prior written approval of the Client.]

[OR]

[The Client shall not use these [insert what applies…….documents

and software………..]for purposes unrelated to this Contract

without the prior written approval of the Consultant.]

[OR]

[Neither Party shall use these [insert what applies…….documents and software………..] for purposes unrelated to this Contract
without the prior written approval of the other Party.]

32.1
(a) through (e)

[List here any changes or additions to Clause GCC 32.1. If there are
no such changes or additions, delete this Clause SCC 321.]

32.1(f) [List here any other assistance to be provided by the Client. If there is
no such other assistance, delete this Clause SCC 32.1(f).]

38.1 The Contract price is: ____________________ [insert amount and
currency for each currency as applicable] [indicate: inclusive or
exclusive] of local indirect taxes.

Any indirect local taxes chargeable in respect of this Contract for
the Services provided by the Consultant shall [insert as
appropriate: “be paid” or “reimbursed”] by the Client [insert as appropriate:”for“ or “to”]the Consultant.

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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.

39.1 and 39.2 [The Bank leaves it to the Client to decide whether the Consultant (i) should be exempted from indirect local tax, or (ii) should be
reimbursed by the Client for any such tax they might have to pay (or
that the Client would pay such tax on behalf of the Consultant]

The Client warrants that [choose one applicable option consistent
with the ITC 16.3 and the outcome of the Contract’s negotiations
(Form FIN-2, part B “Indirect Local Tax – Estimates”):

If ITC16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-consultants and the Experts shall be exempt from”

OR

If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:

“the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,” OR “the Client shall reimburse the Consultant, the Sub-consultants and the Experts”]

any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:

(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;

(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;

(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than

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nationals or permanent residents of the Client’s country), or
the eligible dependents of such experts for their personal use
and which willsubsequently be withdrawn by them upon
their respective departure from the Client’s country,
provided that:

(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and

(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the
Client’s country, or (b) shall reimburse them to the
Client if they were paid by the Client at the time the property in question was brought into the Client’s country.

41.2 The payment schedule:

[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]

1st payment: [insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]
2nd payment: ________________ ……………:__________________

Final payment: ________________

[Total sum of all installments shall not exceed the Contract price set
up in SCC38.1.]

41.2.1 [The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here
below. The advance bank payment guarantee should be in the same
currency(ies)]

The following provisions shall apply to the advance payment and the
advance bank payment guarantee:

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(1) An advance payment [of [insert amount] in foreign currency]
[and of [insert amount] in local currency] shall be made within [insert
number] days after the receipt of an advance bank payment guarantee
by the Client. The advance payment will be set off by the Client in
equal portions against [list the payments against which the advance is offset].

(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.

(3) The bank guarantee will be released when the advance payment
has been fully set off.

41.2.4 The accounts are:

for foreign currency: [insert account].
for local currency: [insert account].

42.1 The interest rate is: [insert rate].

45.1 [In contracts with foreign consultants, the Bank requires that the
international commercial arbitration in a neutral venue is used.]

Disputes shall be settled by arbitration in accordance with the
following provisions:

1. Selection of Arbitrators. 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 [name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, [insert the name of the same professional body as above] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

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(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 [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].

(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 [name the same appointing authority as in said paragraph (b)] 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.

2. Rules of Procedure. 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.

3. Substitute Arbitrators. 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.

4. Nationality and Qualifications of Arbitrators. The sole arbitrator
or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country [If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]or of the Government’s country. For the purposes of this Clause, “home country” means any of:

(a) the country of incorporation of the Consultant [If the
Consultant consists of more than one entity, add: or of any of their members or Parties]; or

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(b) the country in which the Consultant’s [or any of their
members’ or Parties’] principal place of business is located; or

(c) the country of nationality of a majority of the Consultant’s
[or of any members’ or Parties’] shareholders; or

(d) the country of nationality of the Sub-consultants concerned,
where the dispute involves a subcontract.

5. Miscellaneous. In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties,
be held in [select a country which is neither the Client’s country nor the Consultant’s country];

(b) the [type of language] language shall be the official
language for all purposes; and

(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.

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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

… …

APPENDIX B - KEY EXPERTS

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

… …
…

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

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

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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.”]

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Model Form I

Breakdown of Agreed Fixed Rates in Consultant’s Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts 1 2 3 4 5 6 7 8

Name Position

Basic
Remuneration
rate per
Working
Month/Day/Year

Social

Charges1

Overhead 1 Subtotal Profit2

Away from
Home Office
Allowance

Agreed Fixed
Rate per Working
Month/Day/Hour

Agreed Fixed
Rate per Working
Month/Day/Hour1

Home Office

Work in the Client’s
Country

1 Expressed as percentage of 1
2 Expressed as percentage of 4
* If more than one currency, add a table

Signature Date

Name and Title:

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APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE
[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor:___________________ [insert commercial Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: _________________ [insert Name and Address of Client]

Date: ____________[insert date]____

ADVANCE PAYMENT GUARANTEE No.: ___________[insert number]______

We have been informed that ____________ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. _____________ [reference number of the contract] dated ___[insert date]_________ with the Beneficiary, for the provision of __________________ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of ___________ [insert amount in figures] () [amount in words] is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ___________ [amount in figures] () [amount in words]1 upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number ___________ at _________________ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at

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the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _[month]__________, [year]__,2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

____

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}