

## **SELECTION OF CONSULTANTS**

### **REQUEST FOR PROPOSALS**

**RFP No.:** KSRLPS/KCNM/JSDF/18/2014-15

#### **Selection of Consulting Services - QCBS method for:**

Concurrent Monitoring Serviceto monitoring the activities of Karnataka Mutli-Sectoral Nutrition Pilot Project implementing by Karnataka State Rural Livelihood Promotion Society under the Department of Rural Development and Panchayat Raj in Chincholi Block, Gulbarga District and Devadurga Block, Raichur District in Karnataka

**Client: Mission Director, Karnataka State Rural Livelihood Promotion Society (KSRLPS)**

**Abhaya Complex, No. 55, 4<sup>th</sup> Floor, Risaldhar Street, Seshadripuram, Bengaluru – 560 020**

**E-Mail: [nrlmkarnataka@gmail.com](mailto:nrlmkarnataka@gmail.com)**

**Country:India**

**Project:Karnataka Mutli-Sectoral Nutrition Pilot Project**

**Issued on : 15<sup>th</sup> April, 2015**

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## PART I

### Section 1. Letter of Invitation

RFP No. KSRLPS/KCNM/JSDF/WB/18/2014-15

15.04.2015

**From,**  
Mission Director,  
Karnataka State Rural Livelihood  
Promotion Society (KSRLPS),  
Abhaya Complex,  
No. 55, 4<sup>th</sup> Floor, Risaldhar Street,  
Seshadripuram,  
Bangalore – 560 020

#### Name and Address of Consultant.

Dear Mr./Ms.:

The Karnataka State Rural Livelihood Promotion Society (KSRLPS), Department of Rural Development and Panchayat Raj, Government of Karnataka (hereinafter called Grantee”) has applied for financing from the *Japan Social Development Fund administrate by* International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a “Grant” (hereinafter called “Grant” toward the cost of Karnataka Multi-Sectoral Nutrition Pilot Project. The Karnataka State Rural Livelihood Promotion Society (KSRLPS), and implementing agency of the Client, intends to apply a portion of the proceeds of this *Grant* 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 Karnataka State Rural Livelihood Promotion Society (KSRLPS) and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the grant<sup>1</sup> agreement. The grant agreement prohibits a withdrawal from the 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 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 grant agreement or have any claims to the proceeds of the grant.

1. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): to eradicate the problem of malnutrition in the Chincholi Block,

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

Gulbarga District and Devadurga Block, Raichur District in Karnataka State. More details on the Services are provided in the Terms of Reference (Section 7).

2. This electronic Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

1. Nielsen (India) Pvt. Ltd., No.21, Ulsoor Road, 2/3 Floor, Block B, Rama Deevana Complex, Bangalore – 560 042.
2. OUTREACH (Association of Volunteer for Rural Development), No. 205, HBR Layout, 2<sup>nd</sup> Block, 1<sup>st</sup> State Extension, 80 feet Road, Bangalore-560 043.
3. The Energy and Resources Institute (TERI), Southern Regional Centre (SRC), 4<sup>th</sup> Main, 2<sup>nd</sup> Cross, Domlur II State, Bangalore – 560 071.
4. STEM (Centre for Symbiosis of Technology Environment and Management), No. 11&12, 1<sup>st</sup> floor, BDA Complex, Koramangala, Bangalore – 560 034.
5. GFK Mode Private Limited, No. 8, Pinnacle, 5<sup>th</sup> Block, 100 feet Road, Koramangala, Bangalore – 560 095.
6. Vimarsh Development Solutions Pvt. Ltd., 79/1, Ground Floor, ‘G’ Main Street, Jogupalaya Main Road, Ulsoor, Bangalore-560008.

3. It is not permissible to transfer this invitation to any other Consultant.

4. A firm will be selected under *QCBS* procedures and in a Simplified Technical Proposal (STP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants’ Guidelines January 2011, which can be found at the following website: [www.worldbank.org/procure](http://www.worldbank.org/procure).

5. 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 - Standard Forms
- Section 5 –Eligible Countries
- Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract Lump-Sum

6. The RFP is available online at: **[www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)** for the short-listed consultants only. The short-listed consultants are required to register on this website at no cost and prior to the submission of proposals. Consultant is also required to have a Digital Signature (DSC) from one of the Government of India authorized Certifying Authorities in order to submit a proposal on line at the web address indicated above.



7. Please **inform us by 25.04.2015 in writing at Mission Director, Karnataka State Rural Livelihood Promotion Society (KSRLPS), Abhaya Complex, No. 55, 4<sup>th</sup> Floor, Risaldhar Street, Seshadripuram, Bangalore – 560 020**  
**E-Mail: [nrlmkarnataka@gmail.com](mailto:nrlmkarnataka@gmail.com)**

(a) that you have received the Letter of Invitation; and

8. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

Mission Director,  
Karnataka State Rural Livelihood Promotion Society (KSRLPS)



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## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant<sup>2</sup>]* 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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<sup>2</sup>[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

- (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 e-RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the e-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 electronic selection of Consultants, based on the SRFP.
- (t) “SRFP” means the trial version of Standard Request for Proposals for the use in electronic procurement issued by the Bank, which must be used by the Client as the basis

for the preparation of the RFP.

- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 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 Consultants 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, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting activities**

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

**b. Conflicting assignments**

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

**c. Conflicting relationships**

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

**4. Unfair Competitive Advantage**

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

information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5. Corrupt and Fraudulent Practices**

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

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

**6. Eligibility**

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

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

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

**a. Sanctions**

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

**b. Prohibitions**

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

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

Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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

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

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

**d. Restrictions for public employees**

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

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

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

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



Consultant's Proposal.; and

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

## **B. Preparation of Proposals**

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

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

- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request an online clarification of any part of the RFP during the period and in accordance with the procedure indicated in the **Data Sheet** before the Proposals' submission deadline. The Client will respond online by uploading the response on the portal (including an explanation of the query but without identifying its source) for information of all shortlisted Consultants. Should the Client deem it necessary to amend the e-RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with procedure described in Data Sheet. The amendment shall be binding on all shortlisted Consultants.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline, online, in accordance with the procedure described in the **Data Sheet**. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals – Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.
- 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates

for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

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

**15. Technical Proposal Format and Content**

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

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

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

**16. Financial Proposal**

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

**a. Price Adjustment**

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

**b. Taxes**

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

**c. Currency of Proposal**

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

shall be stated in the national currency.

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

### C. Submission, Opening and Evaluation

- 17. Submission of Proposals**
- 17.1 The Consultant shall submit a digitally signed, encrypted and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done electronically through the website and in accordance with the procedures specified in the **Data Sheet**. Proposals submitted by any other means will be rejected.
- 17.2 An authorized representative of the Consultant shall digitally sign the submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal. The authorization shall be in the form of a written power of attorney scanned and uploaded together with the Technical Proposal.
- 17.2.1 In the case of a Joint Venture, submission letters 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. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.
- 17.3 Consultants should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause ITC 13.2.
- 17.4 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.
- 17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**.

- 18. Confidentiality**
- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.
- 19. Online Opening of Technical Proposals**
- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals online immediately after the Proposals' submission deadline and following the procedure described in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted and shall be securely stored on the portal.
- 19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
- 20. Proposals Evaluation**
- 20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation

solely on the basis of the submitted Technical and Financial Proposals.

**21. Evaluation of Technical Proposals**

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

**22. Financial Proposals for QBS**

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

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

**23. Online 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 by sending a notification through the means indicated in the **Data Sheet**. The notification shall also include information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion. Financial Proposals of those Consultants whose Technical Proposals did not meet the minimum qualifying score shall not be opened. In such case, a notification to that effect will be sent to the Consultant. The Client shall simultaneously notify those Consultants that have achieved the minimum overall technical score and inform them of the date, time and, if indicated in the **Data Sheet**, location for online opening of the Financial Proposals. The Consultant’s attendance at the opening of the Financial Proposals (online, or in person, if such option is indicated in the **Data Sheet**) is optional and is at the Consultant’s choice. If the Data Sheet provides an option of attending in person, the opening date should allow the Consultants sufficient time to make arrangements for attending the opening.

23.2 The Financial Proposals shall be opened online by the Client’s evaluation committee as described in the **Data Sheet**.

At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud first and recorded online simultaneously. The Financial Proposals shall be then opened, the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the portal for the information of the Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening.

**24. Correction of Errors**

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

**a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the e-RFP, the e-procurement system automatically calculates the amount in words from the amount in figures and automatically calculates the total amount. 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. The evaluation committee will also adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal.

**b. Lump-Sum Contracts**

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

**25. Taxes**

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

**26. Conversion to**

26.1 For the evaluation purposes, prices shall be converted to



**Single Currency** a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality and Cost Evaluation**

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

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

**b. Fixed-Budget Selection(FBS)**

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

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

**c. Least-Cost Selection**

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

**D. Negotiations and Award**

**28. Negotiations**

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

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

**a. Availability of Key Experts**

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

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

**b. Technical negotiations**

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

**c. Financial negotiations**

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

28.7 If the selection method included cost as a factor in the

evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

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

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

## **29. Conclusion of Negotiations**

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

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

## **30. Award of Contract**

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

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

## Instructions to Consultants

### E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>1 (c)</b>	India
<b>2.1</b>	<p><b>Name of the Client:</b>  <b>Karnataka State Rural Livelihood Promotion Society, Bangalore.</b></p> <p><b>Method of selection:</b> QCBS- Time Based</p> <p><b>Applicable Guidelines:</b> Selection and Employment of Consultants under IBRD Loans and IDA Credits &amp; Grants by World Bank Borrowers, dated January 2011 as amended July 2014 available on <a href="http://www.worldbank.org/procure">www.worldbank.org/procure</a></p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b>  Yes</p> <p><b>The name of the assignment is:</b> Karnataka State Multi -Sectoral Nutrition Pilot Project</p>
<b>2.3</b>	<p><b>A pre-proposal conference will be held:</b> Yes, i.e. on <b>4<sup>th</sup> May, 2015</b> at the office of Mission Director, Karnataka State Rural Livelihood Promotion Society (KSRLPS), Abhaya Complex, No. 55, 4th Floor, Risaldhar Street, Seshadripuram, Bengaluru – 560 020</p> <p>The Pre proposal meeting should be attend only by the chief functionary or a senior functionary of the organization.</p>
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b>  <i>As per the TOR ( Terms of Reference)</i></p>
<b>4.1</b>	Not Applicable
<b>6.3.1</b>	<p><b>A list of debarred firms and individuals is available at the Bank's external website:</b> <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a></p>

<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p>This RFP has been issued in English language.</p> <p>Proposals shall be submitted in English.</p> <p>All correspondence exchange shall be in English language.</p>
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For SIMPLIFIED TECHNICAL PROPOSAL (STP):</u></b>  <b>By e portal online web link i.e. <a href="http://www.eproc.karnataka.gov.in">www.eproc.karnataka.gov.in</a> with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-4</li> <li>(4) TECH-5</li> <li>(5) TECH-6</li> </ol> <p>AND</p> <p><b>By e portal online web link i.e. <a href="http://www.eproc.karnataka.gov.in">www.eproc.karnataka.gov.in</a> with the Financial Proposal :</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> <li>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</li> </ol>
<b>10.2</b>	<p><b>Statement of Undertaking is required – Yes</b></p> <p>Consultants should give an undertaking that there will be no objection if World Bank (WB) desire to verify bank transactions, organization documents and other related aspects. The consultants should give an undertaking that all the records and information shall be made available to the WB for verification.</p>
<b>11.1</b>	<p><b>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</b></p> <p>No</p>
<b>12.1</b>	<p><b>Proposals must remain valid for 90</b> calendar days after the proposal submission deadline (i.e., the submission of the proposals by the consultants has to be within 30 days from the date of RFP is issued. And its validation will be there for 90 days. until: <b>17<sup>th</sup> August, 2015</b></p>

<p><b>12.4</b></p>	<p>The Consultants shall be notified about validity extensions by email. The Consultant responses and/or confirmations shall be through email indicated at LOI.</p>
<p><b>13.1</b></p>	<p><b>Clarifications may be requested no later than 10 days from the date of RFP is issued prior to the submission deadline.</b></p> <p><b>All requests for clarifications shall be made online through the portal <a href="http://www.eproc.karnataka.gov.in">www.eproc.karnataka.gov.in</a></b></p> <p><b>Clarifications sent through any other medium shall not be accepted.</b></p>
<p><b>14.1.1</b></p>	<p><b>Shortlisted Consultants may associate with</b></p> <p><b>(a) non-shortlisted consultant(s): No</b>  <b>Or</b>  <b>(b) other shortlisted Consultants: No</b></p>
<p><b>14.1.2</b></p>	<p><b>Estimated input of Key Experts' time-input:</b>  <b>Total 3 Key Experts = 36 man months for one year x 2 years of project period = 72 man months</b></p>
<p><b>14.1.3</b> for time-based contracts only</p>	<p><b>The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of 72 (man months)person-months.</b></p>
<p><b>14.1.4 and 27.2</b> use for Fixed Budget method</p>	<p>Not Applicable</p>
<p><b>15.2</b></p>	<p><b>The format of the Technical Proposal to be submitted is: STP (Simplified Technical Proposal)</b></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<p><b>16.1</b></p>	<p>Reimbursable expenses:</p> <p><i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p>

	<p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i></p>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates:</b> Not applicable
<b>16.3</b>	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: <b>Yes</b></p> <p>The Client will reimburse the Consultant for service tax and duties as per SCC Clause 39.1 and 39.2: <b>Yes</b></p> <p>Reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the Consultant: <b>No</b></p>
<b>16.4</b>	<b>The Financial Proposal shall be stated in the following currencies:</b> <b>Indian Rupees</b> <b>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes</b>
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<p>The Consultants shall submit their proposals electronically by downloading them on the portal <b>www.eproc.karnataka.gov.in</b> <i>The electronic submission procedures shall be</i> as indicated below:</p>

	<p><u>Steps to follow to apply for RFP in e-portal website - <a href="http://www.eproc.karnataka.gov.in">www.eproc.karnataka.gov.in</a></u></p> <ol style="list-style-type: none"> <li>1. Login through <b>Contractor side</b></li> <li>2. Go to <b>Tender Management</b> and select Search Tender</li> <li>3. Once the Page is open, select <b>Department Name</b> ( from drop down list) and <b>Tender Category</b> i.e. <b>Services</b></li> <li>4. Required <b>Tender number</b> related to the RFP will be displayed</li> <li>5. On the <b>Auction column</b>, You can see Few Icons - To view, To download, and apply tender</li> <li>6. The <b>Green icon under Actions Column</b> against the required Tender needs to be used to apply for the Tender</li> </ol>
<p><b>17.4</b></p>	<p><b>The Proposals must be submitted online no later than:</b></p> <p><b>Date: 15.05.2015 ( 15<sup>th</sup> May, 2015)</b>  Time: 5.30 P.M</p>
<p><b>19.1</b></p>	<p><b>An online opening of the Technical Proposals will be conducted as following:</b></p> <p><b>The opening of Technical Proposal shall take place at:</b>  <b>Street Address:</b> Office of the Mission Director,  Karnataka State Rural Livelihood Promotion Society  (KSRLPS), Abhaya Complex, Risaldhar Street, Sheshadripuram  <b>No. &amp; Floor :</b> # 55, IV floor  <b>City:</b> Bangalore, Karnataka State  <b>Country:</b> India</p> <p><b>Technical Proposals opening Procedures: Will be opened in the presence of at least three Evaluation Committee Members immediately after RFP submission deadline.</b></p> <p><b>Date:</b> 19.05.2015 at 3.00 P.M</p> <p><i>[The time should be immediately after the time for the submission deadline stated in 17.7] Date and timeline will be mentioned once the RFP is issued to consultants</i></p>
<p><b>19.2</b></p>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals</b>  Not applicable</p>



<p><b>21.1</b> (for FTP)</p>	<p>Not Applicable</p>
<p><b>21.1</b> [for STP]</p>	<p>Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p><b>(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:</b></p> <p>a) Monitor the existence of Village Nutrition Volunteers (whether they have been hired and their retention through the duration of the project)</p> <p>b) Monitor the performance and coverage of Village Nutrition Volunteers and the NGO supervisors in the following areas:</p> <ul style="list-style-type: none"> <li>• the frequency of home visits</li> <li>• growth/weight monitoring</li> <li>• health and nutrition counselling, especially, on immunisation, anaemia prevention, de-worming, Vitamin A Supplementation and Diarrhoea Prevention etc.</li> <li>• the promotion of water and sanitation programmes</li> <li>• maintenance of records etc.</li> </ul> <p>c) Monitor the frequency and quality of trainings provided to the Village Nutrition Volunteers and NGO supervisors</p> <p>d) Monitor activities undertaken to engage SHGs in the implementation of the pilot. This includes, <i>inter alia</i>, the listing of SHGs in the village, the training/orientation of SHGs on project activities, the engagement of SHGs in the production and distribution of Energy Dense Food (EDF) etc.</p> <p>e) Monitor the production process of Energy Dense Food at the production points, its hygienic production, storage, packing, distribution and the involvement of SHGs in this process</p> <p>f) Monitor the NGO's compliance with environmental and social guidelines in the production of EDF, as spelt out in the project's Integrated Environment and Social Assessment and Management Plan (IESAMP)</p> <p>g) Monitor the efficient distribution of EDF to the distribution points in the villages</p> <p>h) Monitor the collection, storage and in turn distribution of EDF by the Village Nutrition Volunteers (VNVs) to the beneficiaries in the villages.</p> <p>i) Monitor the consumption of EDF by the beneficiaries which has to be ensured by the VNVs</p>

- j) Collect samples of EDF for random quality checks as determined by KSRLPS.
- k) Monitor the implementation, quality and effectiveness of the IEC activities carried out by the NGOs
- l) Monitor the Inter-Sectoral activities carried out by the NGOs
- m) Elicit feedback from the beneficiaries regarding the EDF supplied, its quality, its consumption, support provided by the VNV, primarily counselling and weight monitoring done by the NGOs.
- n) Provide feedback on NGO performance, operational and process bottlenecks in implementation. to KSRLPS and KNM through periodic reports.
- o) Send bi-monthly reports (or as agreed) to KSRLPS and its representatives at the Taluk and District levels. The format of the report will be finalised in consultation with the project team and should include a summary of key findings, outline progress along key activities and process indicators, point out challenges in implementation, learnings and recommended supportive actions. Attend Progress review meeting called by KSRLPS or its representatives at the Taluk, District and State levels.
- p) Send the mandatory reports to KSRLPS or its representatives through the modes as specified in the contract.
- q) Promptly report to KSRLPS or its representatives if there are any gross deviations from the approved activities, to enable KSRLPS take corrective action
- r) Maintain all the necessary records of concurrent monitoring, its manpower and all financial transactions carried out during the contract period.
- s) Maintain all mandatory records of financial transactions and send the stipulated Statement of expenditure and Utilization Certificates as agreed in the contract.
- t) Carry out any additional monitoring activities that may be requested by the Client from time to time.

**Total points for criterion (i):[60]**

**(ii) Specific experience of the consultants related to the Assignment**

**Total points for criterion (ii) [10]**

**(iii) 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] **[10]**
- b) Position K-2: Block Concurrent Monitoring Project Manager

	<p><b>[ 10 (5 marks each)]</b>  <b>c) Field Monitoring team[10 ]</b></p> <p style="text-align: right;"><b>Total points for criterion (iii): [ 30]</b></p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following two sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">70%</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </table> <p><b>Total points for three criteria:100 (additional criteria</b></p> <p>.....</p> <p><b>The minimum technical score (St) required to pass is: <u>70</u></b></p>	1) General qualifications	30%	2) Adequacy for the assignment	70%	Total weight:	100%
1) General qualifications	30%						
2) Adequacy for the assignment	70%						
Total weight:	100%						
<p><b>23.1</b></p>	<p><b>Notifications to the Consultants will be sent as following:</b></p> <p>(a) Consultants whose Proposals were considered non responsive or did not meet the minimum qualifying technical score shall be notified through their e-mail.</p> <p>(b) Consultants who have passed the minimum technical score and are invited to the opening of the Financial Proposal shall be notified through e-mail on the date and time of the opening of the Financial Proposals.</p> <p>(c) The Consultant will also have option to participate in the opening in person at :</p> <p>Office of the Mission Director,  Karnataka State Rural Livelihood Promotion Society (KSRLPS),  Abhaya Complex, No. 55, 4th Floor, Risaldhar Street,  Seshadripuram, Bangalore</p>						
<p><b>23.2</b></p>	<p><b>The online opening procedure shall be as following:</b></p> <p><i>The Consultant may view the financial proposal opening (<a href="http://www.eproc.karnataka.gov.in">www.eproc.karnataka.gov.in</a>) at</i>  Office of the Mission Director,  Karnataka State Rural Livelihood Promotion Society (KSRLPS),</p>						

	<p>Abhaya Complex, No. 55, 4th Floor, Risaldhar Street, Seshadripuram, Bangalore</p> <p>.</p> <p><b>The procedure for notifying the Consultants on the results of the Financial opening shall be as following: same as in ITB 23.2</b></p> <p>The Consultant will also have option to participate in the opening in person</p>
<b>25.1</b>	<p>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 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.</p> <p><b>Guidance note to KSRLPS</b></p>
<b>26.1</b>	Not Applicable
<b>27.1 (QCBS only)</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 70 and</b>  <b>P = 30</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<b>D. Negotiations and Award</b>
<b>28.1</b>	<b>Expected date and address for contract negotiations:</b>

	<p><b>Date:</b> 20.06.2015</p> <p><b>Address:</b> Mission Director, Karnataka State Rural Livelihood Promotion Society (KSRLPS), Abhaya Complex, No. 55, 4th Floor, Risaldhar Street, Seshadripuram, Bangalore – 560 020 Negotiation date should be within the proposal validity date (90 days)</p> <p>The expected date for Contract negotiations shall be decided based on the date of RFP is issued to the consultants</p>
<b>30.1</b>	<p><b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</b> <i>RDPR Website address: <a href="http://www.rdpr.kar.nic.in/">www.rdpr.kar.nic.in/</a> KCNM Website address: <a href="http://www.karnutmission.org">www.karnutmission.org</a> website (within 2 weeks after receiving Bank's no objection for award of the Contract – page 65 of the Consultancy Guidelines, Jan, 2011)</i></p> <p><b>The publication will be done within two weeks days after the contract signing.</b></p>
<b>30.2</b>	<p><b>Expected date for the commencement of the Services:</b></p> <p>The tentative date for the commencement of the services by consultants around August 2015 in Chincholli and Devadurga Blocks</p>



### Section 3. Technical Proposal – Standard Forms

{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 (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	
		TECH-1 Attachment		
		Power of Attorney	No pre-set format/form. 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	
v		TECH-2	Consultant’s Organization and Experience.	
v		TECH-2A	A. Consultant’s Organization	
v		TECH-2B	B. Consultant’s Experience	
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
v		TECH-3A	A. On the Terms of Reference	
v		TECH-3B	B. On the Counterpart Staff and Facilities	
v	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
v	v	TECH-5	Work Schedule and Planning for Deliverables	
v	v	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

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

## FORM TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

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{ Location, Date }

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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 Financial Proposal sealed in a 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.”]*

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.
- (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) 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): \_\_\_\_\_

**FORM TECH-2**

**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

**NOT APPLICABLE FOR STP**

**FORM TECH-3**

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

**NOT APPLICABLE FOR STP**

**FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)**

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

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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 include comments, 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.}

**FORM TECH-5(FOR FTP AND STP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months												
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL	
<b>D-1</b>	{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}													
<b>D-2</b>	{e.g., Deliverable #2:.....}													
<b>n</b>														

- 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.

**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
<b>KEY EXPERTS</b>															
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															
											<b>Subtotal</b>				
<b>NON-KEY EXPERTS</b>															
N-1			[Home]												
			[Field]												
N-2															
n															
											<b>Subtotal</b>				
											<b>Total</b>				

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

- 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.

F  put  
Pa  put

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

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**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.}

<b>Period</b>	<b>Employing organization and your title/position. Contact info for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

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**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant’s Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
<b>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}</b>	

**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 Representative of the Consultant (the same who signs the Proposal) Signature Date





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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

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

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{Location, Date}

To: [Name and address of Client]

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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 of Agents	Amount and Currency	Purpose of Commission 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 party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_



## FORM FIN-2 SUMMARY 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}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
<b>Cost of the Financial Proposal</b>				
Including:				
(1) <b>Remuneration</b>				
(2) <b>Reimbursables</b>				
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(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}				
<b>Total Estimate for Indirect Local Tax:</b>				

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

### 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

<b>A. Remuneration</b>								
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}
<b>Key Experts</b>								
K-1			[Home]					
			[Field]					
K-2								
<b>Non-Key Experts</b>								
N-1			[Home]					
N-2			[Field]					
<b>Total Costs</b>								

**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>B. Reimbursable Expenses</b>								
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<sup>3</sup>;
- (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<sup>4</sup>;
- (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<sup>5</sup>;
- (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<sup>6</sup>;

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<sup>3</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>4</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>5</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>7</sup>, 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<sup>8</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>6</sup>For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>7</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>8</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

# Terms of Reference

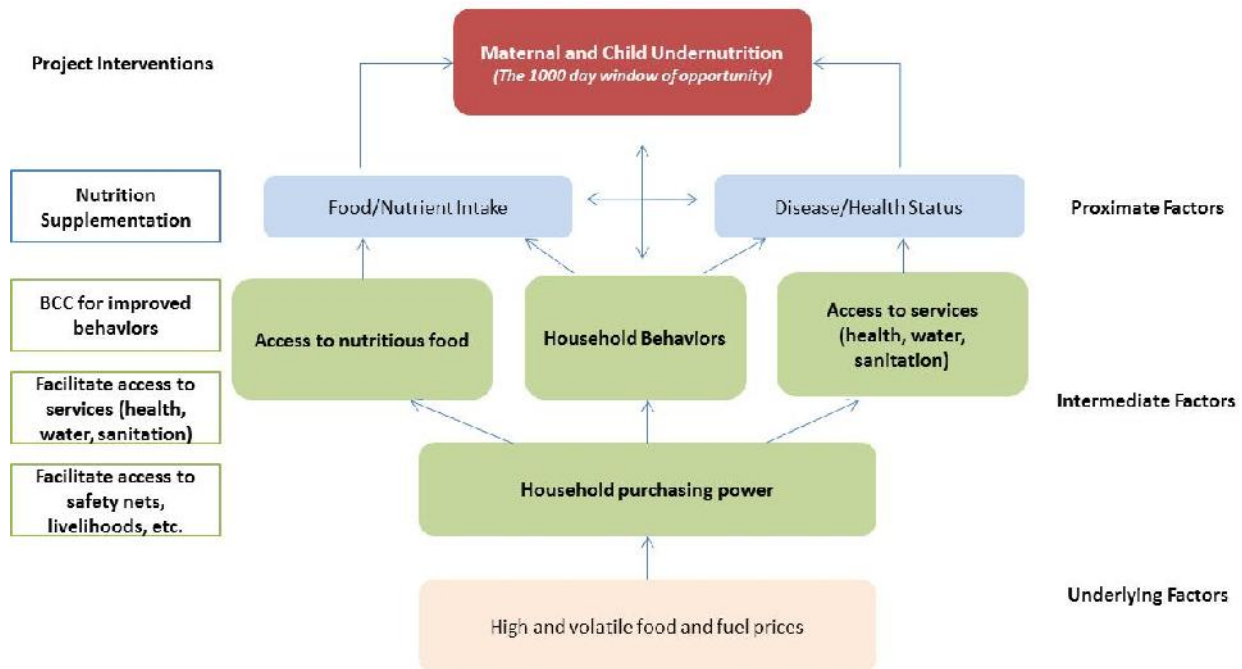
## KARNATAKA MULTI-SECTORAL NUTRITION PILOT PROJECT

### I. BACKGROUND

The Karnataka Rural Livelihoods Promotion Society (KRLPS), under the aegis of the Karnataka Nutrition Mission, with support from the World Bank and the Japan Social Development Fund (JSDF) is initiating a Multi-Sectoral Nutrition Pilot Project in two backward taluks of Karnataka, namely Devadurga in Raichur District and Chincholi in Gulbarga District. The pilots are designed based on existing pilots being implemented in Gubbi, Shikaripura and Bellary Rural taluks of Tumkur, Shimoga and Bellary Districts by the Karnataka Nutrition Mission.

The pilot aims at improving nutrition outcomes in children 0-3 years of age, adopting a life cycle approach, focusing on adolescent girls, pregnant and lactating women and children 0-3 years of age (Fig 1). It focuses on the proximate determinants of nutrition by providing daily nutrition food supplements to under-nourished children, adolescent girls and pregnant and lactating women on the one hand; and places an equally strong focus on intermediate determinants of nutrition by implementing an intensive behaviour change communication strategy to improve household behaviours and access to services on the other hand.

Fig 1: Project interventions targeted at different levels of the nutrition causal chain



KSRLPS has recently engaged an NGO to support the implementation of this pilot in Devadurga and Chincholi blocks of Raichur and Gulbarga Districts respectively. As the interventions to be implemented under the pilot are innovative and process intensive it is imperative to have a strong concurrent monitoring system to monitor the processes and interventions that form part of the Contract with the NGO, identify bottlenecks and provide realtime information to the KSRLPS and the Nutrition Mission regarding the quality of implementation. Towards this end, KSRLPS seeks to engage a consultant/firm to support concurrent monitoring of interventions, drawing upon field observations and beneficiary feedback to enable the project management team to respond effectively through timely decisions and required course correction.

## II. BRIEF DESCRIPTION OF THE PROJECT:

The *overall goal* of the pilot is: To reduce malnutrition in the pilot blocks in the shortest possible time by introducing the inter-sectoral, inter-generational approach and bringing about behavioural change. Special emphasis will be placed on 0-3 years children keeping in view the special significance of this period in their process of development. Adolescent girls between the ages 11-18 as well as Pregnant and Lactating mothers would also be targeted.

The *primary objective* of the pilot is to increase utilization of nutrition-improving services by children under-three years of age, adolescent girls and pregnant and nursing women from poor households in the target areas, increase awareness about appropriate health and nutrition behaviours.

The *key project interventions* to achieve these objectives are as classified below under the following 3 components:

***Component 1: Increase consumption of nutritious foods and improve household nutrition-related knowledge and behaviours.*** This component will deliver direct support to under-three children, adolescent girls and pregnant/lactating women from poor and vulnerable households in the form of locally-sourced nutrition supplements coupled with support to encourage household behaviours with a large impact on nutrition, notably breastfeeding, complementary feeding and hygiene practices. The high-energy nutrition supplement will be locally produced using local farm produce such as millet (ragi), chickpeas (gram), cane sugar (jaggery) and groundnuts. Nutrition volunteers engaged under the project in each village will implement the program at the village level with the support of grassroots groups, including women's self-help groups and village health and sanitation committees. These groups will help the nutrition volunteers identify and provide support to women and children facing food insecurity and malnutrition. Capacity building support will also be provided to women's self-help groups.

The implementation of this component will be the responsibility of a non-governmental organization (NGO) that will be contracted for the purpose. The contracted NGO will set up production units and train women's self-help groups in the production of the high-energy supplements in accordance with state food safety regulations. The contracted NGO will then

distribute the food supplements through the Village Nutrition Workers and SHGs to targeted beneficiaries. It will also be responsible for identifying, engaging and providing capacity building and ongoing supervision support to nutrition volunteers and SHGs under the project.

**Component 2: Improve access to multi-sectoral interventions with an impact on nutrition.** This component will aim to leverage interventions and services in several sectors that have an impact on the nutritional status of poor families in the target areas. At the policy and administrative levels, coordination will be strengthened between key programs. On the ground, contracted NGOs, community-based organizations, and village nutrition workers will facilitate access by poor families to programs in various sectors, so that integrated support is offered to the targeted poor families. In addition, demand-generation activities will empower vulnerable households and communities to demand services and benefits to which they are entitled. This will include programs and services with an impact on nutrition, such as ICDS, health services (including treatment of severe acute malnutrition, immunization, diarrhea treatment, de-worming, micro-nutrient supplementation, antenatal care), social safety nets such as the national rural employment guarantee scheme, agricultural and livelihoods programs, and water and sanitation schemes. Innovative ways of engaging other sectors will also be explored under this component, such as ways of preventing wastage of horticultural produce at the primary level and marketing this to the community.

**Component 3: Project management and Monitoring and Evaluation.** This component will finance management capacity for implementation of the project, including the management costs of the implementing NGOs and the development of an effective information, education and communication (IEC) strategy which will be monitored for assessing behaviour change. Rigorous monitoring and evaluation will be supported, including baseline and follow-up household surveys to measure nutritional status, household knowledge and behaviours, and access to services. This will provide the necessary evidence on program effectiveness to inform decisions on potential scale-up. Routine reporting and monitoring will also be ensured under this component. This component will also promote knowledge dissemination with a variety of stakeholders through briefing notes and knowledge sharing workshops.

It is also important to point out that there will be no duplication of programmes at field level. The pilot will through awareness generation and handholding support facilitate access of ongoing programs that have impact on malnutrition, such as Immunization and Vitamin A Supplementation, Anaemia Control, Water and Sanitation, etc., and achieve convergence between the ongoing programmes so that they operate simultaneously, and to fill programmatic gaps.

The following **Key Results** will be expected from the project:

- a) Increase in targeted under-three children, adolescent girls and pregnant and nursing mothers who receive nutritious supplementary foods produced and supplied by the project;
- b) Increase in targeted pregnant and lactating women who practice core child nutrition and health care behaviors (specifically initiation of breastfeeding within an hour of birth,

exclusive breastfeeding, immunization, timely and adequate complementary feeding after 6 months which includes breastfeeding and feeding with 3+ food groups a minimum number of times per day, diarrhea management and hand-washing); and

- c) Increase in targeted households who utilize other social sector programs with a potential impact on nutrition (specifically ICDS, health services, and water and sanitation services)

A rigorous independent evaluation will also measure *key nutrition outcomes* of underweight and anaemia in the target groups

### **III. OBJECTIVE AND SCOPE OF WORK:**

The primary purpose of the consultancy is to support the Karnataka Rural Livelihoods Promotion Society (KSRLPS) and the Karnataka Nutrition Mission therein, undertake rigorous and high quality concurrent monitoring of the Multi-Sectoral Nutrition Pilot Project being implemented in two Blocks (421 villages) of Karnataka. The two pilot blocks are Devadurga in Raichur District and Chincholi in Gulbarga District.

By providing both technical and monitoring/supervisory services, the consultant is expected to strengthen the project team's ability to:

- monitor the training and performance of the Village Nutrition Volunteers
- monitor the training of the SHGs and their involvement in the production and distribution of Energy Dense Food (EDF)
- monitor monthly weighing and distribution of EDF to beneficiaries by the NGO
- monitor the production and storage of EDF by the NGO, ensuring compliance with environmental and social guidelines spelt out in the project's Integrated Environment and Social Assessment and Management Plan (IESAMP)
- monitor the Inter-sectoral and IEC activities carried out by the NGO
- give timely feedback to KSRLPS and KNM on NGO performance, operational bottlenecks, the implementation of the pilot

### **IV. TASKS TO BE CARRIED OUT BY THE CONSULTANTS:**

The Consultant is required to perform concurrent monitoring of activities carried out by the NGO implementing the Multi-Sectoral Nutrition Pilot Projects at Chincholi Block, Gulbarga District and Devadurga Block, Raichur District for the entire project period ending June, 2017 subject to satisfactory performance during the first year, and each year thereafter. Concurrent monitoring is expected to provide real time information and support the project management team in assessing if the interventions and processes are being implemented as intended, identifying the challenges and barriers in implementation, exploring what needs to be done to achieve the intended process, evaluating if the interventions and processes are translating into required outputs and outcomes, identifying areas for learning, adaptation or modification, thereby enabling the project management to improve project implementation.



The consultant is expected to work in close association with the project management team and systematically document and communicate their findings to enable informed decision making. To carry out concurrent current monitoring in an ongoing manner through the duration of the project period, the consultant will have to put in a place a concurrent monitoring team in each block.

The consultant will also propose a methodology/sampling plan for representative and maximum village coverage.

The Consultant will prepare periodic monitoring reports and share the same with the Client from time to time as agreed by both the parties. The following key tasks are expected to be carried out by the consultant:

- a. Monitor the existence of Village Nutrition Volunteers (whether they have been hired and their retention through the duration of the project)
- b. Monitor the performance and coverage of Village Nutrition Volunteers and the NGO supervisors in the following areas:
  - the frequency of home visits
  - growth/weight monitoring
  - health and nutrition counselling, especially, on immunisation, anaemia prevention, deworming, Vitamin A Supplementation and Diarrhoea Prevention etc.
  - the promotion of water and sanitation programmes
  - maintenance of records etc.
- c. Monitor the frequency and quality of trainings provided to the Village Nutrition Volunteers and NGO supervisors
- d. Monitor activities undertaken to engage SHGs in the implementation of the pilot. This includes, *inter alia*, the listing of SHGs in the village, the training/orientation of SHGs on project activities, the engagement of SHGs in the production and distribution of Energy Dense Food (EDF) etc.
- e. Monitor the production process of Energy Dense Food at the production points, its hygienic production, storage, packing, distribution and the involvement of SHGs in this process
- f. Monitor the NGO's compliance with environmental and social guidelines in the production of EDF, as spelt out in the project's Integrated Environment and Social Assessment and Management Plan (IESAMP)
- g. Monitor the efficient distribution of EDF to the distribution points in the villages
- h. Monitor the collection, storage and in turn distribution of EDF by the Village Nutrition Volunteers (VNVs) to the beneficiaries in the villages.
- i. Monitor the consumption of EDF by the beneficiaries which has to be ensured by the VNVs
- j. Collect samples of EDF for random quality checks as determined by KSRLPS.
- k. Monitor the implementation, quality and effectiveness of the IEC activities carried out by the NGOs
- l. Monitor the Inter-Sectoral activities carried out by the NGOs

- m. Elicit feedback from the beneficiaries regarding the EDF supplied, its quality, its consumption, support provided by the VNV, primarily counselling and weight monitoring done by the NGOs.
- n. Provide feedback on NGO performance, operational and process bottlenecks in implementation to KSRLPS and KNM through periodic reports.
- o. Send bi-monthly reports (or as agreed) to KSRLPS and its representatives at the Taluk and District levels. The format of the report will be finalised in consultation with the project team and should include a summary of key findings, outline progress along key activities and process indicators, point out challenges in implementation, learnings and recommended supportive actions. Attend Progress review meeting called by KSRLPS or its representatives at the Taluk, District and State levels.
- p. Send the mandatory reports to KSRLPS or its representatives through the modes as specified in the contract.
- q. Promptly report to KSRLPS or its representatives if there are any gross deviations from the approved activities, to enable KSRLPS take corrective action
- r. Maintain all the necessary records of concurrent monitoring, its manpower and all financial transactions carried out during the contract period.
- s. Maintain all mandatory records of financial transactions and send the stipulated Statement of expenditure and Utilization Certificates as agreed in the contract.
- t. Carry out any additional monitoring activities that may be requested by the Client from time to time.

## V. LIST OF KEY PROFESSIONAL POSITIONS:

The key technical and operational skills required for the consultancy include the following:

- Programme Management and Capacity building
- Monitoring and Documentation
- Block Concurrent Monitoring Project Managers, one for each Block

Therefore, the key professional positions that will be expected and evaluated include:

**(a)Concurrent Monitoring *Project Manager*:** A professional with previous experience in management/ monitoring/ implementation of community based development projects, preferably in the field of public health and nutrition.

Essential/Desired qualifications:

- Post Graduate in Social Sciences/Rural Development/Public Health/Nutrition from a recognized University in India or abroad.
- 8-10 years of experience, of which at least 3 years should be working in a mid to senior management position in a public health/nutrition program/rural/social development sector.
- Experience in concurrent monitoring/monitoring and evaluation in public health/nutrition/ social development sectors
- Experience of working closely with the government at the state and district levels; and experience of working with international organizations/NGOs and community-based organizations is desirable.
- Demonstrated drive for results and management for the delivery of results.

- Experience in planning, monitoring, evaluation and documentation
- Excellent communication skills in English and Kannada – verbal as well as written

**(b) Block Concurrent Monitoring Project Manager (2 Nos., Iper Block):** professionals with expertise in community based programmes, especially nutrition, health or rural/social development, who also have excellent documentation skills.

Essential/Desired qualifications:

- Post Graduate Degree/Post Graduate Diploma in Public Health/Nutrition/Social Science/Rural Development, with at least 3 years of work experience in the health, nutrition, social/rural development sector.
- Good understanding of social sector, community programmes related to health, nutrition, water and sanitation etc.
- Knowledge of food and safety guidelines and an understanding social and environmental safeguards
- Experience of working with Government/NGOs/international organizations
- Good computer skills and excellent written communication skills in English and Kannada  
Ability to work in a team, and willingness to travel extensively.

## VI. DELIVARABLES AND PAYMENT SCHEDULE

S. No.	Tasks/Activity	Deliverable	Due date (months from start)	Payment Schedule
1.	On signing of the contract	Inception Report (Outlining finalized work plan, including final sampling plan and coverage and methodology for the assignment)	Within 1 month	10%
2.	On development of process monitoring tools	Final process monitoring tools (after field testing)	Within 2 months	5%
3.	On submission of bimonthly reports (as agreed upon)	Bimonthly Progress Report	Every 2 months	5% per bi-monthly report (12 bi-monthly reports for a 24 mth period = 60% of contract value)
4.	On submission of		Every 6 months	5% per best practice

	documentation on 'best practices' in implementation highlighting bottlenecks and how they were overcome			documentation (3 reports = 15% of contract value)
5.	On submission of final report	Final Project Report	On project completion	10%

## **VII. REPORTING ARRANGEMENTS:**

The consultant will report to the Mission Director, Karnataka State Rural Livelihood Promotion Society, Department of Rural Development, Government of Karnataka and will work in close collaboration with the Advisor, Karnataka Nutrition Mission in the implementation of its tasks.

The Consultancy Firm will furnish Inception, Bimonthly, Biannual and Final Reports in Formats agreed with KSRLPS and KNM, both in hard and soft copy. The release of budget will be linked to the timely submission of satisfactory reports by the Consultancy Firm to KSRLPS.

## PART II

### Section 8. Conditions of Contract and Contract Forms

#### Foreword

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract) that are based on the contract forms included in the harmonized Standard Request for Proposals (Master Document for Selection of Consultants prepared by participating Multilateral Development Banks (MDBs).
2. **Time-Based Contract.** This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. In time-based contracts the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.
3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments, and/or for contracts above US\$300,000 equivalent or more unless otherwise approved by the Bank.



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**STANDARD FORM OF CONTRACT**

# **Consultant's Services**

Time-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.

## CONTRACT FOR CONSULTANT'S SERVICES

### Time-Based

**Project Name:** Concurrent Monitoring Service to monitoring the activities of Karnataka Mutli-Sectoral Nutrition Pilot Project

**GrantNo.:** TF017363

**Contract No.:** KSRLPS/KCNM/JSDF/WB/Concurrent Monitoring/003

between

**Client: Mission Director,  
Karnataka State Rural Livelihood Promotion Society (KSRLPS)  
Abhaya Complex, No. 55, 4<sup>th</sup> Floor, Risaldhar Street,  
Seshadripuram, Bengaluru – 560 020**

and

---

*[Name of the Consultant]*

**Dated:** \_\_\_\_\_

## I. Form of Contract

### TIME-BASED

(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;

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.]*

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

### A. GENERAL PROVISIONS

#### 1. Definitions

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

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

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

## **2. Relationship between the Parties**

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

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

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

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

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

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

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

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

**b. No Breach of Contract**

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

**c. Measures to be Taken**

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

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

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

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

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

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

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

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

## **18. Suspension**

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

## **19. Termination**

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

### **a. By the Client**

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

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

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

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

**b. By the Consultant**

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

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

**c. Cessation of Rights and Obligations**

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

Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

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

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

**a. Standard of Performance**

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

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

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



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

**b. Law  
Applicable to  
Services**

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

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

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

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

**21. Conflict of  
Interests**

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

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

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

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

account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-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.
- 22. Confidentiality**
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,  
Inspection and  
Auditing**

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

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

**26. Reporting  
Obligations**

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

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

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

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

**28. Equipment,  
Vehicles and  
Materials**

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

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

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

#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

- 29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 30. Replacement of Key Experts** 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 31. Removal of Experts or Sub-consultants** 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 31.4 The Consultant shall bear all costs arising out of or incidental

to any removal and/or replacement of such Experts.

## **E. OBLIGATIONS OF THE CLIENT**

### **32. Assistance and Exemptions**

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

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

### **33. Access to Project Site**

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

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

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

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

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

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

**36. Counterpart Personnel**

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

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

**37. Payment Obligation**

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

**F. PAYMENTS TO THE CONSULTANT**

**38. Contract Price**

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

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

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

### **39. Taxes and Duties**

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

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

### **40. Currency of Payment**

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

### **41. Mode of Billing and Payment**

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

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

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

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

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

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

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

**42. Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond 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**

**43. Good Faith**

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

**H. SETTLEMENT OF DISPUTES**

**44. Amicable Settlement**

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

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

**45. Dispute Resolution**

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.



## II. General Conditions

### Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices

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

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

##### **“Fraud and Corruption**

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>9</sup>;
- (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<sup>10</sup>;
- (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<sup>11</sup>;
- (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<sup>12</sup>;

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<sup>9</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>10</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>11</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures<sup>13</sup>, 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<sup>14</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>12</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>13</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>14</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

### III. Special Conditions of Contract

*[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	<b>The Contract shall be construed in accordance with the law of India</b>
4.1	<b>The language is : English</b>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p><b>Client :Mission Director, Karnataka State Rural Livelihood Promotion Society (KSRLPS) Abhaya Complex, No. 55, 4<sup>th</sup> Floor, Risaldhar Street, Seshadripuram, Bengaluru – 560 020</b></p> <p>Fax : 080-23083013 E-mail (where permitted):<a href="mailto:nrlmkarnataka@gmail.com"><b><u>nrlmkarnataka@gmail.com</u></b></a></p> <p>Consultant : _____          _____          Attention : _____          Facsimile : _____          E-mail (where permitted) : _____</p>
8.1	Joint Ventures are not applicable under this Contract. Each Consultant should submit a proposal to be implemented individually
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:Mr. D.V.Swamy, Mission Director, KSRLPS</b></p> <p><b>For the Consultant: <i>[name, title]</i>_____</b></p>
11.1	<b>The effectiveness conditions are from the date of signing of Contract</b>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be Four Months</b></p>

<b>13.1</b>	<b>Commencement of Services:</b>  <b>The number of days shall be 7 Days</b>  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.
<b>14.1</b>	<b>Expiration of Contract:</b>  <b>The time period shall be initially for 12 months, renewable based on performance of the Consultant</b>
<b>21 b.</b>	<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</b>  Yes

23.1	<p><b>No additional provisions.</b></p> <p><i>[OR</i></p> <p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>“Limitation of the Consultant's Liability towards the Client:</b></p> <p><b>(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:</b></p> <p style="padding-left: 40px;"><b>(i) for any indirect or consequential loss or damage; and</b></p> <p style="padding-left: 40px;"><b>(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></p> <p><b>(b) This limitation of liability shall not</b></p> <p style="padding-left: 40px;"><b>(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;</b></p> <p style="padding-left: 40px;"><b>(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].</b></p> <p><i>[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 <u>prior to accepting any changes</u> 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:</i></p> <p><i>To be acceptable to the Bank, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and</i></p>
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	<p><i>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. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable to the Bank.</u> Also, the Consultant’s liability should never be limited for loss or damage caused by the Consultant’s gross negligence or willful misconduct.</i></p> <p><i>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.]</i></p>
<p><b>24.1</b></p>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>1. Professional liability insurance, with a minimum coverage equivalent to Contract values.</b></p> <p><b>Insurance coverage for individuals, motos vehicles, employees liabilities, assests, equipment, property and documents, travel, accidents, should be borne by the Consultant in accordance with prevailing laws.</b></p>
<p><b>27.1</b></p>	<p><i>[If applicable, insert any exceptions to proprietary rights provision_____Nil_____]</i></p>
<p><b>27.2</b></p>	<p><i>[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:</i></p> <p><b>The Consultant shall not use the documents and the software etc. prepared by the Consultant in the performance of the services for purposes unrelated to this Contract without the prior written approval of the Client.</b></p>

<p><b>32.1</b> <b>(a) through (e)</b></p>	<p><i>[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]</i></p>
<p><b>32.1(f)</b></p>	<p><i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i></p>
<p><b>38.1</b></p>	<p><b>The Contract price is:</b> _____ <i>[insert amount and currency for each currency as applicable] [indicate: <b>inclusive</b> or <b>exclusive</b>] of local indirect taxes.</i></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall</b> <i>[insert as appropriate: “be paid” or “reimbursed”]</i> <b>by the Client</b> <i>[insert as appropriate: “for” or “to”]</i> <b>the Consultant.</b></p> <p><b>The amount of such taxes is</b> _____ <b>[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.</b></p>
<p><b>39.1 and 39.2</b></p>	<p><u>For domestic consultants/sub-consultants / personnel and foreign consultants/personnel who are permanent residents in India</u></p> <p>The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p><u>For foreign Consultancy firms</u></p> <p>The Client warrants that the Client shall reimburse the Consultant, the Sub-Consultants and the Personnel for any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made by the client directly to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government’s country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Government’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 there from by them;</p> <p>(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;</p> <p>(d) any property brought into the Government’s country by the Consultant, any Sub-</p>

	<p>Consultants or the Personnel (other than nationals or permanent residents of the Government’s country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government’s country, provided that:</p> <p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government’s country in importing property into the Government’s country; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government’s country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government’s country.</p>										
<p><b>39.3</b></p>	<p>a) The Client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India 7 shall provide the registration number to the Client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>										
<p><b>41.2</b></p>	<p><b>The payment schedule:</b></p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <table border="1" data-bbox="440 1304 1362 1854"> <thead> <tr> <th data-bbox="440 1304 516 1413"><b>S. No.</b></th> <th data-bbox="516 1304 748 1413"><b>Tasks/Activity</b></th> <th data-bbox="748 1304 943 1413"><b>Deliverable</b></th> <th data-bbox="943 1304 1143 1413"><b>Due date (months from start)</b></th> <th data-bbox="1143 1304 1362 1413"><b>Payment Schedule</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="440 1413 516 1854">6.</td> <td data-bbox="516 1413 748 1854">On signing of the contract</td> <td data-bbox="748 1413 943 1854">Inception Report (Outlining finalized work plan, including final sampling plan and coverage and methodology for the</td> <td data-bbox="943 1413 1143 1854">1 month</td> <td data-bbox="1143 1413 1362 1854">10%</td> </tr> </tbody> </table>	<b>S. No.</b>	<b>Tasks/Activity</b>	<b>Deliverable</b>	<b>Due date (months from start)</b>	<b>Payment Schedule</b>	6.	On signing of the contract	Inception Report (Outlining finalized work plan, including final sampling plan and coverage and methodology for the	1 month	10%
<b>S. No.</b>	<b>Tasks/Activity</b>	<b>Deliverable</b>	<b>Due date (months from start)</b>	<b>Payment Schedule</b>							
6.	On signing of the contract	Inception Report (Outlining finalized work plan, including final sampling plan and coverage and methodology for the	1 month	10%							



		assignment)		
7.	On development of process monitoring tools	Final process monitoring tools (after field testing)	2 months	5%
8.	On submission of bimonthly reports (as agreed upon)	Bimonthly Progress Report	Every 2 months	5% per bi-monthly report <i>(12 bi-monthly reports for a 24 mth period = 60% of contract value)</i>
9.	On submission of documentation on 'best practices' in implementation highlighting bottlenecks and how they were overcome,		Every 6 months	5% per best practice documentation <i>(3 reports = 15% of contract value)</i>
10.	On submission of final report	Final Project Report	On project completion	10%
<b>41.2.1</b>	<p><i>[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)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment in local currency shall be made be made as stipulated in Para 41.2. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset].</p> <p>(2) The advance bank payment guarantee shall be in the amount and in</p>			

	<p>the currency of the currency(ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
	<p>5. <b><u>Miscellaneous</u></b>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore, India ;</p> <p>(b) the English language shall be the official language for all purposes</p>

## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

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

.....

### 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.

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.”]

**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 Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
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: \_\_\_\_\_



**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

**Bank Guarantee for Advance Payment**

\_\_\_\_\_ *[Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Client]*

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

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 \_\_\_\_\_ with you, 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 \_\_\_\_\_ *[amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we \_\_\_\_\_ *[name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* () *[amount in words]*<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have 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 copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_, 2\_\_\_\_,<sup>2</sup> 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, ICC Publication No. 458.

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*[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.*

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<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”