

Request for Proposals

Engaging an agency to conduct Training Needs Assessment (TNA) and Labour Market Assessment for Rural Enterprises

Quality and Cost Based Selection (QCBS)

Reference No: **NAR/BNG/TNA-F-132/RFP**

Client: National Academy of RUDSETI(NAR)
 Country: India
 Issued on: 19th January 2023

Date of issue of RFP	19 th January 2023
Confirmation of Receipt of RFP by Consultant	(One week from above) 25 th January 2023
Last date for seeking clarifications	30 th January 2023
Date of Pre-Proposal Meeting	3:00 p.m. on 31 st January 2023
Clarifications by NAR	3 rd February 2023
Last Date for submission of Proposals	3:00 p.m. 25 th February 2023
Date of Opening of Technical Proposals	3:30 p.m. 25 th February 2023
Technical Evaluations & Presentation by Bidders	2-3 weeks from above Presentation within 1 week from date of receipt of proposals. The date of presentation by the Bidders will be informed
Date of Opening of Financial Proposals	To be informed at a later date

TABLE OF CONTENTS

PART I.....	5
Section 1. Request for Proposal Letter.....	5
Section 2. Instructions to Consultants and Data Sheet.....	8
A. General Provisions.....	8
1. Definitions.....	8
2. Introduction.....	10
3. Conflict of Interest	11
4. Unfair Competitive Advantage	12
5. Fraud and Corruption	12
6. Eligibility	12
B. Preparation of Proposals.....	14
7. General Considerations	14
8. Cost of Preparation of Proposal.....	14
9. Language.....	15
10. Documents Comprising the Proposal	15
11. Only One Proposal.....	15
12. Proposal Validity.....	15
13. Clarification and Amendment of RFP.....	16
14. Preparation of Proposals Specific Considerations.....	17
15. Technical Proposal Format and Content.....	18
16. Financial Proposal.....	18
C. Submission, Opening and Evaluation.....	19
17. Submission, Sealing, and Marking of Proposals.....	19
18. Confidentiality	21
19. Opening of Technical Proposals.....	21
20. Proposals Evaluation	22
21. Evaluation of Technical Proposals	22
22. Financial Proposals for QBS	22
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods).....	23
24. Correction of Errors.....	24
25. Taxes.....	25
26. Conversion to Single Currency	25
27. Combined Quality and Cost Evaluation	25
D. Negotiations and Award.....	26
28. Negotiations	26
29. Conclusion of Negotiations	27
30. Standstill Period.....	28
31. Notification of Intention to Award	28
32. Notification of Award.....	29

33. Debriefing by the Client	30
34. Signing of Contract	30
35. Procurement Related Complaint.....	31
E. Data Sheet.....	32
Section 3. Technical Proposal – Standard Forms	43
1. Checklist of Required Forms	43
2. Form TECH-1.....	44
3. Form TECH-4.....	47
4. Form TECH-5	48
5. Form TECH-6.....	50
Section 5. Eligible Countries	60
Section 6. Fraud and Corruption	61
Section 7. Terms of Reference	63
PART II.....	76
Section 8. Conditions of Contract and Contract Forms.....	76
6. Lump-Sum Form of Contract.....	76
Preface.....	80
I. Form of Contract.....	83
II. General Conditions of Contract.....	87
A. GENERAL PROVISIONS	87
2. Relationship between the Parties	88
3. Law Governing Contract	89
4. Language.....	89
5. Headings.....	89
6. Communications.....	89
7. Location	89
8. Authority of Member in Charge	89
9. Authorized Representatives	89
10. Fraud and Corruption	89
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	90
11. Effectiveness of Contract	90
12. Termination of Contract for Failure to Become Effective	90
13. Commencement of Services	90
14. Expiration of Contract	90
15. Entire Agreement	90
16. Modifications or Variations.....	90
17. Force Majeure.....	91
18. Suspension.....	92
19. Termination	92
C. OBLIGATIONS OF THE CONSULTANT	95
20. General	95

21. Conflict of Interest	96
22. Confidentiality	97
23. Liability of the Consultant.....	97
24. Insurance to be taken out by the Consultant	97
25. Accounting, Inspection and Auditing	97
26. Reporting Obligations	98
27. Proprietary Rights of the Client in Reports and Records	98
28. Equipment, Vehicles and Materials	98
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS	99
29. Description of Key Experts	99
30. Replacement of Key Experts.....	99
31. Removal of Experts or Sub-consultants	99
E. OBLIGATIONS OF THE CLIENT.....	99
32. Assistance and Exemptions	99
33. Access to Project Site.....	100
34. Change in the Applicable Law Related to Taxes and Duties.....	101
35. Services, Facilities and Property of the Client	101
36. Counterpart Personnel	101
37. Payment Obligation.....	101
F. PAYMENTS TO THE CONSULTANT	101
38. Contract Price	101
39. Taxes and Duties	102
40. Currency of Payment.....	102
41. Mode of Billing and Payment.....	102
42. Interest on Delayed Payments	103
G. FAIRNESS AND GOOD FAITH.....	103
43. Good Faith.....	103
H. SETTLEMENT OF DISPUTES.....	103
44. Amicable Settlement.....	103
45. Dispute Resolution	104
III. Special Conditions of Contract.....	107
IV. Appendices.....	115
Appendix A – Terms of Reference	115
Appendix B - Key Experts.....	115
Appendix C – Breakdown of Contract Price	115

PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: Engaging an agency to conduct Training Needs Assessment (TNA) and Labour Market Assessment for Rural Enterprises

Reference/ File No: NAR/BNG/TNA-F-132/RFP

Client: National Academy of RUDSETI

Country: India

Date: 19th January 2023

Dear Sir/ Madam:

1. Government of India (hereinafter called “Borrower”) has received financing from The World Bank (the “Bank”) in the form of a “credit” (hereinafter called “credit” toward the cost of National Rural Economic Transformation Project (NRETP). The National Academy of RUDSETI (NAR), NRO under Ministry of Rural Development (hereinafter called “Client”) is the implementing agency of the Borrower, intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Request for Proposals is issued. The Client ends to apply the funds 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 Client and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations. No party other than the Client shall derive any rights from the financing agreement or have any claims to the proceeds of the credit.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “**Engaging an agency to conduct Training Needs Assessment (TNA) and Labour Market Assessment for Rural Enterprises**”). More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under **Quality and Cost Based Selection (QCBS) Method** procedures and in a Simplified Technical Proposal (STP) format as described in this RFP, in accordance with the Bank’s “Procurement Regulations for IPF Borrowers” [July 2016, Revised November 2017] (“Procurement Regulations”),

which can be found at the following website: www.worldbank.org and Procurement Manual of National Rural Economic Transformation Project (NRETP), November 2019.

The RFP includes the following documents:

- Section 1 – Request for Proposals Letter
- 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 – Fraud and Corruption
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Lump-Sum)

4. Please inform us by **25th January, 2023** in writing to Sri Sathiyamoorthy N, Director General by E-mail: dg@rudsetacademy.org and cc to info@rudsetacademy.org that:
 - (i) you have downloaded this Request for Proposal and
 - (ii) would be submitting your proposal by the deadline as provided in ITC 17.7 and ITC 17.9.
5. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.
6. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.
7. The RFP document also available (for reference) at NAR website: <https://rudsetacademy.org>.

Yours sincerely,



(Sathiyamoorthy N)
Director General
National Academy of RUDSETI (NAR)

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable 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.
- (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 an entity that may provide or provides the Services to the Client under the Contract.
- (g) “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).
- (h) “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.

- (i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) “Government” means the government of the Client’s country.
- (l) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “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.

- (q) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (s) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (u) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains 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.
- (w) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data**

Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

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

3. Conflict of Interest

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

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

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

a. Conflicting Activities

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

b. Conflicting Assignments

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

be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

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

4. Unfair Competitive Advantage

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

5. Fraud and Corruption

- 5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of 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 Procurement Regulations.

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

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.

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 State-

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete

Owned Enterprises

and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

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, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

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 ITC 5.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

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, except as provided in ITC 12.7.

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 seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute 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 substitute 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 a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send

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

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

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

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

**14. Preparation of
Proposals
Specific
Considerations**

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

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

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

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

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

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. 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, Sealing, and Marking of Proposals | <p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> |
|--|--|

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**Do NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**Do NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will

assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

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

18. Confidentiality

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

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 shall do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent

authority until they are opened in accordance with ITC 23.

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

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, 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 ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

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

22. Financial Proposals for QBS

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

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial

Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

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

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

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

a. Time-Based Contracts

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

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

b. Lump-Sum Contracts

24.1.2 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 ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

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

26. Conversion to Single Currency

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

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, 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 ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is 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 Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a 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 ITC 12. 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 this Clause, 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. Standstill Period 30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and

- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client

shall also publish the contract award notice in UNDB online

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

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

- 35. Procurement
Related
Complaint** 35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (b)	India
2.1	<p>Name of the Client: National Academy of RUDSETI (NAR)</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) as per the “Procurement Regulations for IPF Borrowers” [July 2016, Revised November 2017] “Procurement Regulations” (available on www.worldbank.org) and Procurement Manual of National Rural Economic Transformation Project (NRETP), November 2019</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes. The financial proposal should be absolute and unconditional.</p> <p>The name of the assignment is: Engaging an agency to conduct Training Needs Assessment (TNA) and Labour Market Assessment for Rural Enterprises</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 3:00 p.m. on 31st January 2023</p> <p>Pre-proposal conference will be held at: National Academy of RUDSETI (NAR), Survey No 30, Near Govt. High School, Besides Yadava Sangha Temple, Kumbalagodu village and post, Kengeri Hobli, Bengaluru South – 560074</p> <p>Also, there is an option to join the above Pre-proposal Conference Through Video Conference– Details of the VC may be requested by interested bidders by emailing to the emails provided below at least 4 days in advance.</p>

	<p>E-mail: dq@rudsetacademy.org cc to: info@rudsetacademy.org</p> <p><u>Contact person/conference coordinator:</u></p> <p>Director National Academy of RUDSETI, Bengaluru 9620544419*</p> <p>* This number may only be used for information related to the pre-bid conference. Any calls made in relation to any other aspect of this tender will not be entertained. All queries should be raised only through the email/s above.</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Please refer to the TORs.</p>
6.3.1	<p>A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr</p>
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>SIMPLIFIED TECHNICAL PROPOSAL (STP):</u></p> <p>1st cover Technical Proposal:</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-4 (4) TECH-5 (5) TECH-6 (6) Annexure – 1 – Affidavit (7) Annexure – 2 – Organization Profile <p>2nd Cover Financial Proposal</p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (Both in PDF & BOQ (Excel) form)

	<div>(3) FIN-3</div> <div>(4) FIN-4</div> <div><div><div></div></div><div>Statement of Undertaking (if required under Data Sheet 10.2 below) – as part of covering letter.</div></div>												
10.2	<div>Statement of Undertaking is required</div> <div>Yes, as part of Covering letter (Tech-1).</div>												
11.1	<div>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</div> <div>No.</div>												
12.1	<div>Proposals must remain valid for 150 days after the proposal submission deadline.</div>												
13.1	<div>Clarifications may be requested by E-mail: dg@rudsetacademy.org and ccinfo@rudsetacademy.org not later than, i.e until 30th January 2023.</div> <div>Clarifications should be raised through the following table clearly indicating the query, RFP reference (para/section and page no) – queries raised in any other format will not be considered:</div> <table><tr><th>Clarification No.</th><th>RFP reference Para/ Section</th><th>Page No.</th><th>Clarification Sought</th></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Clarification No.	RFP reference Para/ Section	Page No.	Clarification Sought								
Clarification No.	RFP reference Para/ Section	Page No.	Clarification Sought										
14.1.1	N/A												
14.1.2	<div>The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of:</div>												

	<table><tr><th>Sl. No.</th><th>Key Experts</th><th>Number of days over contract period</th></tr><tr><td>1.</td><td>Team Leader – 1 No.</td><td>120 days</td></tr><tr><td>2.</td><td>Technical Advisor – 1 No.</td><td>30 days</td></tr><tr><td>3.</td><td>Programmer/Data Analyst – 1No.</td><td>30 days</td></tr><tr><td>4.</td><td>Field Survey Manager - -- 2 Nos. (60 days x 2)</td><td>120 days</td></tr></table>	Sl. No.	Key Experts	Number of days over contract period	1.	Team Leader – 1 No.	120 days	2.	Technical Advisor – 1 No.	30 days	3.	Programmer/Data Analyst – 1No.	30 days	4.	Field Survey Manager - -- 2 Nos. (60 days x 2)	120 days
Sl. No.	Key Experts	Number of days over contract period														
1.	Team Leader – 1 No.	120 days														
2.	Technical Advisor – 1 No.	30 days														
3.	Programmer/Data Analyst – 1No.	30 days														
4.	Field Survey Manager - -- 2 Nos. (60 days x 2)	120 days														
15.2	<p>The format of the Technical Proposal to be submitted is:</p> <p>STP. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>															
16.1	<p><i>Please refer to Fin-2</i></p> <p><i>No cost whatsoever will be considered by NAR before contract signing or during the contract life, the Consultant should ensure that all possible costs are included in the above offer.</i></p> <p><i>For example, travel & accommodation cost of the core team, training cost for the field team, fees and per diem for the field travel cost for the field (local and otherwise), data entry and analyses cost, and other miscellaneous cost associated with the study.</i></p>															
16.2	<p>A price adjustment provision applies to remuneration rates: No</p>															
16.3	<p>Information on the Consultant’s tax obligations in the Client’s country can be found at [http://www.incometaxindia.gov.in]</p>															
16.4	<p>The Financial Proposal shall be stated in Indian Rupees (INR)</p>															

C. Submission, Opening and Evaluation	
17.1	<p>The Consultants should submit their proposals by eProcurement Portal Govt. of India –“Central Public Procurement Portal (CPPP) ONLY.</p> <p>Do not submit hardcopies, these will not be accepted.</p>
17.4	<p>The Consultants should submit their proposals by eprocurement Portal, Govt. of India – “Central Public Procurement Portal (CPPP)” ONLY.</p> <p>Do not submit hardcopies, these will not be accepted.</p> <p>Important:</p> <p><u>Technical Proposal</u></p> <ul style="list-style-type: none"> • <u>The Technical Proposal shall not include any financial information, if found, the bidder would be disqualified from the tendering process.</u> • Please submit the proposals in the provided templates, do not include a copy of the RFP in your proposals. • The Agency/Firm should not have been debarred/blacklisted by any State/ Central Government Departments / World Bank. Affidavit should be submitted. (Annexure -1) • Organization profile should be submitted. (Annexure-2) <p><u>Financial Proposal</u></p> <ul style="list-style-type: none"> • The Total Cost of the Financial Proposal proposed in the BOQ (Excel) document should match with the total cost of the Financial Proposal proposed in Form FIN-2 (PDF). • In case of discrepancies between the above referred 2 documents, the total cost as per the Financial Proposal submitted in Form Fin-2 (PDF) will be considered for the financial evaluation.
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 25th February 2023</p> <p>Time: 3:00 pm</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: Yes</p> <p>The opening shall take place at:</p>

	National Academy of RUDSETI (NAR) Survey No 30, Near Govt. High School, Besides Yadava Sangha Temple, Kumbalagodu village and post, Kengeri Hobli, Bengaluru South – 560074 Date: 25 th February 2023 Time: 3:30 pm			
21.1 [for STP]	Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals:			
	Criteria Sl. No.	Criteria	Score/ Marks	Supporting Documentation Required
	1	<p>Agency should have average annual Turnover of minimum of 2 Crores and should be in profit in at least 3 of the last 5 financial years. (i.e., FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)</p> <ul style="list-style-type: none"> • INR 2 Crores to 3 Crores 03 Marks • INR 3+ Crores to 5 Crores04 Marks • INR 5+ Crores05 Marks <p>Agencies recognized as 'Start Up' will be extended relaxation in eligibility under this Criteria as below: Agency should have average annual Turnover of minimum of 1 Crore. The rest of the conditions remain same.</p> <ul style="list-style-type: none"> • INR 1 Crore to 3 Crores 03 Marks • INR 3+ Crores to 5 Crores04 Marks • INR 5+ Crores05 Marks 	5	<p>Annual Audited Statements of Accounts with CA Certificate. And turnover certificate certified by CA</p> <p>Annual Audited Statements of Accounts with CA Certificate. And turnover certificate certified by CA</p> <p>And</p> <p>Document proof of Startup recognition</p>

	2	<p>Agency's specific experience in similar* projects:</p> <p>* Similar projects mean implementation of multi state Training Need Assessment/ Labour Market Assessment / Skill Gap Assessment Project with <u>minimum value of 50 Lakhs</u> each assignment in last <u>5 Financial years</u> (i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)</p> <p>One (1) Multi State Project05 Marks</p> <p>Two (2) to Four (4) Multi State Projects ...08 Marks</p> <p>Five (5) or more than Five Multi State Projects ...10 Marks</p> <p>Agencies recognized as Start Up' require specific experience in implementation of the multi state Training Need Assessment/ Labour Market Assessment / Skill Gap Assessment Project with <u>minimum value of 25 Lakhs</u> each in last <u>5 Financial years</u> (i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)</p> <p>One (1) Multi State Project05 Marks</p> <p>Two (2) to Four (4) Multi State Projects.....08 Marks</p> <p>Five (5) or more than Five Multi State Projects ...10 Marks</p>	10	<p>Work completion certificate from Clients /</p> <p>Proof of final instalment or payment received from clients</p> <p>with copies of relevant Work Orders/ Contracts / Agreements shall include the details clearly reflecting no of states covered, value, client and period of engagement etc.</p> <p>[Only Projects with different titles and objectives will be counted as separate projects; Extension of the same project will be counted as one]</p>
	3	<p>Methodology proposed by agency demonstrating understanding of the Terms of Reference and building on its own experience in similar assignments.</p> <p><u>Scoring would be based on:</u></p> <ul style="list-style-type: none"> • Methodology addressing all aspects of TORs (covers both qualitative and quantitative methods, transfer of knowledge to community monitors, coverage of districts, approach at state, district and blocks, sampling techniques, etc.). • Experience and role of proposed team as per requirements 	45	<p>Documented format and Presentation</p>

		<ul style="list-style-type: none"> • Workplan for the duration of the assignment – what will be covered and what will be reported, etc. • Limited relevance demonstrated.....15 Marks • Moderate relevance demonstrated...30 Marks • High relevance demonstrated.....45 Marks 																						
	4	<p>Qualification and relevant experience of key staff (Core Team)</p> <p>Meeting Educational Qualifications (50% Marks);</p> <p>Relevant experience meeting minimum requirement (50% Marks)</p> <p>The proposed Core Team key staff should have the following key experts and the key staff of the core team must have minimum Education Qualifications & Relevant experience as described below. The proposal/s of the firm/s which is/are proposing core team having lesser number of key staff, lesser education qualification & lesser relevant experience than the minimum requirement will not get any marks for this criterion.</p> <table border="1"> <thead> <tr> <th>S. No.</th><th>Position in Core Team</th><th>Area of Expertise Required</th><th>Minimum Qualifications & Professional Experience desired</th><th>Number of days required</th></tr> </thead> <tbody> <tr> <td>I</td><td>Key Staff</td><td></td><td></td><td></td></tr> <tr> <td>1.</td><td>Team Leader – 1 No.</td><td>Training Need Assessment and Labour Market Assessment of rural development projects, Skill Training and employment training generation projects</td><td>Ph.D. in Economics/Rural Management/Social Science with at least 15 years of experiencing in conducting M&E studies, field surveys, research, action research etc.,</td><td>120 days</td></tr> <tr> <td>2.</td><td>Technical Advisor – 1 No.</td><td>Expert in planning Training Need Assessment and Labour Market Assessment Studies, Skill trainings assessment studies</td><td>PG. in Statistics/Mathematics/Rural Management/Econometrics/Social Studies with At least 10 years of experience in providing technical advice on projects sampling, estimation,</td><td>30 days</td></tr> </tbody> </table>	S. No.	Position in Core Team	Area of Expertise Required	Minimum Qualifications & Professional Experience desired	Number of days required	I	Key Staff				1.	Team Leader – 1 No.	Training Need Assessment and Labour Market Assessment of rural development projects, Skill Training and employment training generation projects	Ph.D. in Economics/Rural Management/Social Science with at least 15 years of experiencing in conducting M&E studies, field surveys, research, action research etc.,	120 days	2.	Technical Advisor – 1 No.	Expert in planning Training Need Assessment and Labour Market Assessment Studies, Skill trainings assessment studies	PG. in Statistics/Mathematics/Rural Management/Econometrics/Social Studies with At least 10 years of experience in providing technical advice on projects sampling, estimation,	30 days	40	CV of each key staff in template provided in the RFP
S. No.	Position in Core Team	Area of Expertise Required	Minimum Qualifications & Professional Experience desired	Number of days required																				
I	Key Staff																							
1.	Team Leader – 1 No.	Training Need Assessment and Labour Market Assessment of rural development projects, Skill Training and employment training generation projects	Ph.D. in Economics/Rural Management/Social Science with at least 15 years of experiencing in conducting M&E studies, field surveys, research, action research etc.,	120 days																				
2.	Technical Advisor – 1 No.	Expert in planning Training Need Assessment and Labour Market Assessment Studies, Skill trainings assessment studies	PG. in Statistics/Mathematics/Rural Management/Econometrics/Social Studies with At least 10 years of experience in providing technical advice on projects sampling, estimation,	30 days																				

					design of surveys etc.			
	3.	Programmer/Data Analyst – 1 No.	Developing/customizing data entry software such as CS Pro, development of data entry forms/management of database/analyses of data using SPSS/ STATA / Atlas.ti and generation of tables and graphics	Degree in Software Programming – B.Tech/B.E. in Computer Science, MCA/BCA with at least 8 years of experience in development of data formats, database design and generation of reports for social research	30 days			
	4	Field Survey Manager – 2 Nos. (60 days x 2)	Planning and supervision of field work, field data cleaning/editing	P.G. in Social Sciences/Management with at least 5 years of experience in supervising and managing field surveys/Assessment Studies	120 days			
	Total					100		
	Passing marks to qualify for opening of Financial Proposal: 75 Marks subject to a scoring of minimum marks of 3 in criteria No.1 and 5 marks in Criteria No. 2							
	Public Opening of Financial Proposals							
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Also, there is an option to join the above public opening of Financial Proposals Through Video Conference also. Any interested party who wishes to attend this public opening through VC should contact the NAR via email: dq@rudsetacademy.org copy to the email ID: info@rudsetacademy.org and request to be notified of the VC details.</p>							
25.1	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST, 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</p>							

	by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 75, and</p> <p>P = 25</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations:</p> <p>Date: 24th March 2023.</p> <p>Address: National Academy of RUDSETI National Academy of RUDSETI (NAR), Survey No 30, Near Govt. High School, Besides Yadava Sangha Temple, Kumbalagodu village and post, Kengeri Hobli, Bengaluru South – 560074</p>
34.2	<p>Expected date for the commencement of the Services:</p> <p>Date: 10th April 2023</p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <ul style="list-style-type: none"> • For the attention: Mr Sathiyamoorthy N • Title/position: Director General

	<ul style="list-style-type: none">• Client: National Academy of RUDSETI(NAR)• Email address: dg@rudsetacademy.org <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of this Request for Proposal;2. the Client's decision to exclude a consultant from the procurement process prior to the award of contract; and3. the Client's decision to award the contract.
--	--

Section 3. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	Page Limit
TECH-1	Technical Proposal Submission Form.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
TECH-4	Approach, Methodology and Relevant Experience	50
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	25
Annexure -1	Affidavit	
Annexure - 2	Organization profile	

Financial Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	Page Limit
FORM FIN-1	Financial Proposal Submission Form	
FORM FIN-2	Summary of Costs (In PDF File Form)	
FORM FIN-2	Summary of Costs (In BOQ File)	
FORM FIN-3	Breakdown of Remuneration	
FORM FIN-4	Breakdown of Reimbursable Expenses	

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

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To:

The Director General
National Academy of RUDSETI (NAR),
Survey No 30, Near Govt. High School,
Besides Yadava Sangha Temple,
Kumbalagodu village and post,
Kengeri Hobli,
Bengaluru South – 560074

Dear Madam:

We, the undersigned, offer to provide the “*Engaging an agency to conduct Training Needs Assessment (TNA) and Labour Market Assessment for Rural Enterprises*” in accordance with your Request for Proposals (RFP) dated 13th January 2023 and our Proposal. We hereby are submitting our Proposal, which includes the Technical and Financial Proposals as separate covers (please refer to requirements 17.4 of the data sheet).

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 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 Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) Except as stated in the Data Sheet, ITC 12.7, 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 12 and ITC 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.
- (h) We accept that if we withdraw or modify their Bids/Proposals during the period of validity, or if we are awarded the contract and we fail to sign the contract we will be suspended for the period as NAR/MoRD may decide from being eligible to submit Bids/Proposals for contracts with the NAR/MoRD and World Bank.
- (i) We confirm that our proposal is absolute and unconditional. If it is found that proposal has any condition or assumption it shall be liable to be disqualified.

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 ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}
Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address}_____

{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}

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

{Criteria 3: Methodology proposed by agency demonstrating understanding of the Terms of Reference and building on its own experience in similar assignments.}

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

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

- 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.

{Criteria 2: Agency's specific experience in similar projects}

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR)	Consultant's specific experience in implementation of multi state Training Need Assessment/ Labour Market Assessment / Skill Gap Assessment Project with minimum value of 50 Lakhs per assignment in last 5 Financial years (i.e. FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)	Supporting Evidence (with page number/s where it is placed in the Tech Proposal) <i>[Proposals that do not fill details in this column will be marked low]</i>
{e.g., Jan.2009– Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }	{e.g., Ministry of, ...}	{e.g INR 5 Crore...	{insert details here if the assignment was a large-scale evaluation/..... study covering}	{pages ... to}

Evidence of only relevant pages to be attached (e.g for agreements pages where client and consultant names appear, contract value, scope of work, start and end dates, Completion Certificate from Client etc.)

Any unclear copied/scanned pages will not be scored for entire criteria.

FORM TECH-6

{Criteria 4: Qualification and relevant experience of key staff}

Insert details of the Key Personnel and Non-Key personnel here and attach CVs of ONLY the Key Personnel to be deployed for this assignment. **Proposals with CVs that do not match the requirements may be rejected.**

S. No.	Position in Core Team	Area of Expertise Required	Minimum Qualifications	Professional Experience required
I	Key Staff			
1.	Team Leader – 1 No.	Training Need Assessment and Labour Market Assessment of rural development projects, Skill Training and employment training generation projects	Ph.D. in Economics/Rural Management/Social Science	with over 15 years of experiencing in conducting M&E studies, field surveys, research, action research etc.,
2.	Technical Advisor – 1 No.	Expert in planning Training Need Assessment and Labour Market Assessment Studies, Skill trainings assessment studies	PG in Statistics/Mathematics/ Rural Management/ Econometrics/Social Studies	with 10 years of experience in providing technical advice on projects sampling, estimation, design of surveys etc.,
3.	Programmer/ Data Analyst – 1 No.	Developing/customizing data entry software such as CS Pro, development of data entry forms/management of	Degree in Software Programming – B.Tech/BE, MCA/BCA	with at least 8 years of experience in development of data formats, database design and generation of reports for social research

S. No.	Position in Core Team	Area of Expertise Required	Minimum Qualifications	Professional Experience required
I	Key Staff			
		database/analysis of data using SPSS/ STATA / Atlas.ti and generation of tables and graphics		
4	Field Survey Manager – 2 Nos.	Planning and supervision of field work, field data cleaning/editing	P.G. in Social Sciences/Management	with 5 years of experience in supervising and managing field surveys/Assessment Studies

FORM TECH-6

CURRICULUM VITAE (CV)

Position Title	{insert designation}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts	
Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks	

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, as and when necessary, 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

Date

Signature

Representative of the Consultant
(the same who signs the Proposal)

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 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 valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

{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.”}

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

We remain,

Yours sincerely,

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name:{insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

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

FORM FIN-2 SUMMARY OF COSTS

Cost of the Financial Proposal	INR for 16 weeks contract
Including:	
(1) Remuneration (should match FIN-3)	
(2) Reimbursable Cost (should match FIN-4)- All operational cost items*	
(3) Any other (please state if any)	
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}	
Taxes (as per prevailing rate)	
Total Cost inclusive of Taxes	

Note:

- ***The above total cost will be considered final and will be used for commercial scoring.***
- ***No cost whatsoever will be considered by NAR before contract signing or during the contract life, the Consultant should ensure that all possible costs are included in the above offer.***

**For example, travel & accommodation cost of the core team, training cost for the field team, fees and per diem for the field travel cost for the field (local and otherwise), data entry and analyses cost, and other miscellaneous cost associated with the study.*

FORM FIN-3 BREAKDOWN OF REMUNERATION

S N o.	Name	Position	Per Day Fee	Total days over 16 Weeks contract period	Total fee
1		Team Leader		120 days	
2		Technical Advisor – 1 No.		30 days	
3		Programmer/ Data Analyst – 1 No.		30 days	
4		Field Survey Manager – 2 Nos. (60 days x 2)		120 days	
	Grand Total Fee for 16 weeks contract period				

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

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{INR- 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.

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None.

Under the ITC 6.3.2 (b): None.

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) 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
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service 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. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution 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 at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference

Terms of Reference (ToR) for engaging an agency to conduct Training Needs Assessment (TNA) and Labour Market Assessment for Rural Enterprises

1. Background

Ministry of Rural Development, Govt. of India (MoRD) has promoted Rural Self Employment Training Institutes (RSETIs). RSETIs have been initiated in 2009, with a mandate to mitigate problem of unemployment among rural youth by providing them short duration skill development trainings, RSETIs are run and managed by concerned Lead District Banks and are supported by the States and the MoRD, Govt. of India

RSETIs initiative has now completed a decade of its establishment. At present there are 590 RSETIs spread across 33 States/UTs. At an average of 3.5 lakh trainees a year, RSETIs till now have trained over 43.85 lakh unemployed youth across the country with more than 70 % settlement rate. Trainings by RSETIs are for self-employment where desirous trainees are extended Bank credit to establish their own ventures. Overall credit linkage to RSETI trainees by the Banks is around 51%. Besides employing themselves in their self-employment ventures, RSETI trainees also give employment to others by engaging them in their enterprises. This contributes to spiraling effects in the areas they work and greatly contributes to the rural economy.

The success of RSETIs is mainly contributed to its unique model of short duration intensive training and collaborative partnership between the Union Govt., the States and the Banks. As it's about addressing the gigantic issue of unemployment in India, RSETIs too have several challenges and pitfalls which need to be identified and addressed. Sustainability of neo-enterprises set up by RSETI trainees, adequate and timely support from different stakeholders may also at times be found wanting. The detailed progress of the RSETIs is presented in *Annex-I*.

2. Role of NAR:

The National Academy of RUDSETI, Bengaluru (NAR) has been recognized as a National Resource Organization (NRO) for RSETIs. As NRO, NAR is expected to undertake its activities broadly covering:

- (i) Support Banks in implementation of RSETI concept
- (ii) Procure and set up a Project Management Agency (PMA) at National Mission Management Unit (NMMU)
- (iii) Training of Trainers (TOT)/Capacity Building
- (iv) Procure and set up Call Centre
- (v) Develop and hosting of online Assessment and Certification tool for RSETI in the MIS

- (vi) Developing Standard Operating Procedures (SOPs) for RSETI
- (vii) Develop Enterprise Resource Planning (ERP) for RSETIs
- (viii) Impact/Assessment Study of RSETIs
- (ix) Training Need Assessment, Labour Market Assessment of Rural Enterprises and survey etc.

NAR has been working as NRO since 2017 and has been assisted by MoRD, Govt. of India under National Rural Livelihoods Project (NRLP) earlier and now the funding support is being extended National Rural Economic Transformation Project (NRETP), which is an extension of NRLP and is built on the success of NRLP.

3. Statement of Purpose/Objectives:

As NRO, NAR proposes to get the “Training Need Assessment” (TNA) on RSETIs courses and training, settlement, finding out the outcome of RSETI activities and suggestions for further improvement of the programme and Labour Market assessment for Rural Enterprises. Proposed study is to be undertaken under National Rural Economic Transformation Project (NRETP).

4. Background of the assessment:

One of the specific objectives of RSETIs is to uplift the economic status and create employment opportunities in targeted area through Self Employment skill trainings leading to enterprise development. Rural poor, Women and youth employment is one of the components of RSETIs that aims to provide occupation based Self Employment skills to poor household and equip them with the skills and knowledge needed for employment. Effectiveness of Self Employment training programs depends largely on the selection of proper skill sector. So, the RSETIs should focus on such skill sectors those either can assist in establishing profitable local enterprises and skilled labour market or are more demanded in local, national and international market.

Agency for carrying out Training Need Assessment to identify most promising skill sectors for enterprising and employment creation in the RSETIs District area.

5. Detailed Scope of Work:

The Broad Scope of Work is as follows:

Agency has to make a training need assessment for the RSETIs which includes:

- i. Review of current training programmes/courses available in the RSETIs and identifying course requirements and gaps
- ii. Assessing the potential for business opportunities for rural enterprises
- iii. Labour market assessment for Rural Enterprises - Self-employment by Sector/Education/Income Level
- iv. Assessing the demand and supply of skilled persons in rural economy
- v. Mapping the demand and supply of skills and identifying the requirement of skilled persons to access the business/employment opportunity

- vi. Identifying the deficit of skills and number of persons needing skill development in rural areas
- vii. Suggest set of new Training Programmes & identify training Aids & Equipments for conducting suggested Programmes. Programmes so suggested should be suitable for conducting at RSETIs.
- viii. Assess the current Training Programmes which will become redundant in near future.

While covering the above scope of work the following factors may kept into consideration:

- a) Resources available in the area
- b) Emerging sectors of the economy (Agriculture and MSME)
- c) Skills available (Traditional and Technical)
- d) Demand for and supply of specific skills in the thriving activities.
- e) Demand for and supply of support services
- f) Presence of Micro, Small and Medium Enterprises (MSME) clusters
- g) Presence of supply chain of retail stores
- h) Industrial and Infrastructure projects in the area
- i) Needs, habits and problems of local people
- j) Special developmental projects of State and Central Govt. and International Agencies.
- k) Presence of expert Institutions for skill development
- l) Potential Linked Plan of NABARD
- m) District Credit Plan of Lead Bank

The findings of the survey should help to crystallize information on in which areas the skills are to be developed and to link the trained persons for employment and self-employment. Accordingly, the training programmes are to be planned by the RSETIs.

➤ **Analysis of past performance:**

While drawing the action plan, it to should be ensured that a particular type of training courses is not routinely repeated every year. The Institute should conduct an evaluation of past 50 training batches and note the following guidelines while planning a training programme:

- a) Settlement rate of each type of training programme of the past 50 batches is the criteria. Repetition of training programmes where settlement rate is below 50%, should be avoided.
- b) Newly introduced programmes may be repeated for a period of 2-3 years, if there is a possibility of improvement in settlement in subsequent years.
- c) Even in respect of training programmes where settlement rate is very high like Dress designing, Beauty Parlours, Dairy management, etc., market potential in the area for pursuing the activity in a viable scale has to be considered while repeating/upscaling such programmes.

➤ **Identifying Training Courses:**

All the training programmes proposed shall be demand driven, planned on the basis of need assessment made by the Institute and leading to desired outcome of skill development for such identified activity.

While addressing the above objectives, it is envisaged that the following issues may also be probed:

- Coverage of beneficiaries from various categories.
- Socio economic aspects of trainees before and after the RSETI training.
- Social advancement of the beneficiaries after training and settlement.
- Increase in income and their movement from BPL to APL.
- Assess the commercial viability of the project taking into account the adequacy of financial contributions made by the Government and the RSETIs/Banks.
- Highlights of best practices followed in mobilization, training, settlement, follow-up.
- Adherence to terms and conditions of Standard Operating Procedures for RSETIs.
- Documentation of success stories.
- SWOT analysis of the programme and suggestions.

6. Methodology, Coverage and Sampling plan –

The consultant will be responsible for developing, revising, and finalizing the research methodology in collaboration with the NAR team.

- Consult with RSETIs staffs to finalize the study framework and processes (Methodology, questionnaire, sample selection, report outline).
- Interview/Focus Group Discussion (FGD)/workshop with beneficiaries and key market stakeholders at district and regional level that will include self-groups of women and youth, technical and Self-Employment training providers, employers, industrialists, Chamber of Commerce and Industries, Local Government Units (LGUs), and beneficiaries.
- Select beneficiary samples (SRLMs stakeholders) from targeted project area with assistance from RSETIs staffs.
- Assess most demanded skill sectors by visiting Local Market close to project area.
- Interpret findings in consultation with key RSETIs staffs and others representatives.
- Submit the final report in both soft and hard copies to NAR
- Study will go through below phases:

a. Preparatory phase:

The preparatory phase includes;

- i) Study project documents
- ii) Inception meeting amongst different States/Stakeholders
- iii) Design and finalization of key informants, questionnaires, field work plan and methodology,
- iv) Meeting with RSETIs Staff and other stake holders to finalize the study framework and tool.

b. Field Work:

The study team/ Agency should visit and observe project sites, carry out questionnaire survey and do interaction with different actors. The consultant should also analyze the secondary data as per need, observe the potential industries and market, interact with the market actors and observe business areas. The interaction will be done with;

- Community people
- Market actors (employer, Business man etc.)
- District level stakeholders

c. Analysis and Write-up

The consultant should compile and consolidate relevant primary and secondary information/data (qualitative and quantitative) required drawing findings and furnish recommendation. The consultant should draft a report highlighting key findings and set of recommendations. A draft report will be shared with NAR/MoRD for comments and feedbacks. The team consultant should provide the final report with clear recommendation on what sort of intervention should be done in skilled human in the area and what sort of enterprises will be best for skilled based training.

590 RSETIs sponsored by 24 different Banks are spread across 33 States/UTs. While the secondary data for all the RSETIs will be provided by extraction from available RSETI data base, consultants are supposed to gather primary/interactive field data from a minimum of 15 RSETIs mandatorily selecting at least 1 RSETI from each 13 State/group of State as below. Endeavour should also be made to get appropriate weighted representations from different RSETI sponsoring Banks.

Cohort	States/UTs	Total No. of RSETIs
1 - South India (108 RSETIs)	1. Karnataka	33
	2. Tamil Nadu, Puducherry	34
	3. Kerala, AP & Telangana	41
2- Western & Central India (394 RSETIs)	4. Maharashtra, Gujarat, D & N Haveli	64
	5. Rajasthan, Punjab, Haryana	73
	6. MP, Chhattisgarh	68
	7. UP	75
	8. Bihar, Jharkhand	63
	9. West Bengal, Andman & Nikobar, Lakshadweep, Odisha	51
3- Hilly States (45 RSETIs)	10. J & K, Laddakh	22
	11. HP, Uttarakhand	23
4. North-Eastern States (43 RSETIs)	12. Assam	26
	13. Meghalaya, Mizoram, Sikkim, Manipur, Nagaland, Arunachal Pradesh, Tripura	17
Total	33 States/UTs	590

Within the broad contours of the stratified random sampling design indicated above, the agency would be required to finalize the sample in consultation with the NAR.

7. Time Frame / Timeline for the study

The total exercise is purposed to be completed within a period of 16 weeks from the date of issue of the work order/date of signing of the Contract. However, the Assessment Agency will be asked to submit the 1st Draft Report within 15th Week. NAR reserves the right to allow slight extension in exceptional cases. This draft will be submitted to the MoRD for comments.

The assignment consists of 16 Weeks. A tentative schedule for the assessment is as follows:

Tasks	Time Allocation (in week/s)
Document review and develop Methodology and Tools in consultation with RSETIs team	1
Conduct study in Selected districts (Field visit in project Area), meeting with stakeholders, interaction with market actors, visit to market centers and industrial corridor) and in another district if required.	8
Study team consultation	2

Draft Study Report	3
Preliminary presentation de-briefing with RSETIs and feedback collection	1
Finalization and Submission of Report	1
Total	16

8. List of deliverables required from the consulting firms are indicated below.

S. No.	Key Activity/ Deliverable	Details	Weeks from Date of Agreement	Payment Schedule from Date of Contract
1.	Inception Report incorporating Work Plan Approved by NAR	<ul style="list-style-type: none"> ▪ Details of core team, survey/field team members, data entry/management persons recruited and trained/to be trained as per the agreed norms, along with their CVs and details of availability ▪ Detailed work plan using a Gantt chart for all key activities, clearly indicating responsibility and timeline, details of the core team and field teams being deployed, training and logistic arrangements made etc., 	▪ 1	
2.	Approved Sampling Plan	<ul style="list-style-type: none"> ▪ Detailed document on the methodology adopted for sampling, methodology used to construct weights and such other details 	▪ 2	1 st Instalment – 10 % of the total Contract Amount against Bank Guarantee
3.	All Methods and Tools and Other Data Collection Formats and	<ul style="list-style-type: none"> ▪ All methods, tools, questionnaires and data collection instruments including coding guides, interviewer and supervisor manuals and data 	▪ 3	

S. No.	Key Activity/ Deliverable	Details	Weeks from Date of Agreement	Payment Schedule from Date of Contract
	Data Entry Plan	<p>entry manual, translation and back translation, skip patterns, coding open ended questions etc.</p> <ul style="list-style-type: none"> ▪ Guidance note on survey implementation, implementation plan ▪ Training modules for enumerators and supervisors ▪ Detailed survey implementation plan including movement and field procedure plan for the survey teams ▪ Details of data entry plan using CS Pro or any other suitable program that is compatible with SPSS/SAS/STATA along with a plan for double entry system (to be test demonstrated) 		
4.	Training of Field Teams	<ul style="list-style-type: none"> ▪ Training modules including translated versions (into local languages) ▪ Report on training of field teams, training modules used, field manuals and implementation of orientation and field training and post-training evaluation of field teams ▪ Report on process and results of pilot testing of all instruments and tools and the revisions made to them 	<ul style="list-style-type: none"> ▪ 5 	
5.	Monthly Progress	<ul style="list-style-type: none"> ▪ Brief monthly progress reports on progress of field work 	<ul style="list-style-type: none"> ▪ 6, 8, 10 	

S. No.	Key Activity/ Deliverable	Details	Weeks from Date of Agreement	Payment Schedule from Date of Contract
	Report on Study/ Survey	indicating coverage of state wise RSETIs		
9.	Field Work Completion Report	<ul style="list-style-type: none"> Report on completion of field work as per the sample plan approved 	<ul style="list-style-type: none"> 11 	
10.	Report on Database	<ul style="list-style-type: none"> Detailed report on progress of data cleaning and entry along with compiled database of all the completed data including listing of data, household data, village data etc., which would facilitate seamless dataset integration. 	<ul style="list-style-type: none"> 12 	
11.	Draft Report	<ul style="list-style-type: none"> Draft Impact Evaluation Report along with complete set of data in an electronic form Presentation on key findings. The draft report shall be presented in the report template prescribed by the NAR. 	<ul style="list-style-type: none"> 15 	2 nd Instalment - 40% of the total Contract Amount
12.	Revised Report	<ul style="list-style-type: none"> Revised report on baseline/follow-up studies incorporating feedback from the NAR along with final data set in electronic and physical form. Final presentation on key findings. The final report shall be presented in the report template prescribed by the MORD. 	<ul style="list-style-type: none"> 16 	3 rd or Final Instalment – remaining 50% of the total Contract Amount

The following deliverables are expected through this assessment:

- Clear picture of demand of skill sectors and employment opportunities for youth and women in area of operation of RSETIs.
- Current trend of occupation of target population and possible areas of intervention (Technical/Financial)

- Highly demanded trainings/services as per local market demand.
- Key constraints perceived by target groups on access to income and employment opportunities.

A comprehensive report to be submitted by the engaged agency based on the primary and secondary data collected/analysed during the study covering inter-alia:

- i. Review of current training programmes/courses available in the RSETIs and identifying course requirements and gaps
- ii. Assessing the potential for business opportunities for rural enterprises
- iii. Labour market assessment for Rural Enterprises - Self-employment by Sector/Education/Income Level
- iv. Assessing the demand and supply of skilled persons
- v. Mapping the demand and supply of skills and identifying the requirement of skilled persons to access the business/employment opportunity
- vi. Identifying the deficit of skills and number of persons needing skill development in rural areas
- vii. Suggest set of new Training Programmes & identify training Aids & Equipments for conducting suggested Programmes. Programmes so suggested should be suitable for conducting at RSETIs, and likely uptake in the suggested programs.
- viii. Assess the current Training Programmes which will become redundant in near future.
- ix. Assessment of RSETI training courses, Module and learning materials, training on the skill, attitude, performance, income, etc. of the trained candidates

The Final Report should include:

- a. All the answers of the research questions as stated in the objectives and expected deliverables as per this ToR, and
- b. An adequate quantitative and qualitative substantiation of the findings
- c. List of viable skill sectors for Self-Employment training and support

9. Team Composition

The agency/firm is required to deploy following Key Experts Team:

Sl. No.	Position in Core Team	No. of person	Area of Expertise Required	Minimum Qualifications & Professional Experience desired
1.	Team Leader	1	Training Need Assessment and	Ph.D. in Economics/Rural Management/Social Science with over

Sl. No.	Position in Core Team	No. of person	Area of Expertise Required	Minimum Qualifications & Professional Experience desired
			Labour Market Assessment of rural development projects, Skill Training and employment training generation projects	15 years of experiencing in conducting M&E studies, field surveys, research, action research etc.,
2.	Technical Advisor	1	Expert in planning Training Need Assessment and Labour Market Assessment Studies, Skill trainings assessment studies	PG in Statistics/Mathematics/ Rural Management/ Econometrics/Social Studies with 10 years of experience in providing technical advice on projects sampling, estimation, design of surveys etc.,
3.	Programmer/ Data Analyst	1	Developing/customizing data entry software such as CS Pro, development of data entry forms/management of database/analysis of data using SPSS/ STATA / Atlas.ti and generation of tables and graphics	Degree in Software Programming- B.Tech/BE in Computer Science, MCA/BCA with at least 8 years of experience in development of data formats, database design and generation of reports for social research
4.	Field Survey Manager	2	Planning and supervision of field work, field data cleaning/editing	P.G. in Social Sciences/Management with 5 years of experience in supervising and managing field surveys/Assessment Studies

10. Qualification requirements of the agencies to be engaged:

It is proposed to engage a qualified agency having requisite experience in conducting similar Training Need Assessment and Labour Market Assessment studies. The process proposed to be followed is two stage bidding and work will be awarded to the most suitable/competent firm selected through Quality Cum Cost Based Selection method as described in the the NRETP Procurement manual and the World Bank Procurement Regulations 2017.

11. Capacity Building, Training and Transfer of Knowledge, if any:

The selected agency will be given detailed briefing on working of the RSETIs and data available in RSETI MIS will be shared with them. A formal consultation between the selected agency and the MoRD may also be arranged.

12. Ownership of Data and Reports

NAR shall be the owner of the outputs and other deliverables of the consultancy. Consulting firms will have no right of claim to the assignment or its outputs. Any report/document/ material produced as part of these assignments shall be deemed to be the property of NAR and the Consulting firm will not use or reproduce the contents of the documents without the explicit written permission of NAR.

13. Procedure for review of the work of consultant after award of contract:

The Director General (DG), NAR or an Officer designated by DG, NAR shall be responsible for reviewing and monitoring the progress of the Consultant's work and the deliverables. The NAR may also constitute a review/steering committee to monitor the progress of the consultants and hold consultations with the firm. The NAR/ Director General or his nominee will act as the Chairperson of such a committee which could include external experts nominated/ invited from MoRD. The committee may also seek comments and inputs on the consultant's work from the domain experts at SRLM, MoRD. The NAR may convene meetings of the review committee at occasional intervals and seek its opinion and comments on the deliverables of the consultant and forward all such comments to the consultants for appropriate changes in the reports.

Annexure I

State-wise performance of RSETIs under Training, Settlement and Credit Linkage since inception up to 30.11.2022						
Sl. No.	Name of the State	Number of Candidates Trained	No. of Candidates Settled	Self-Employment	Wage Employment	With Bank Finance
1	Andaman and Nicobar Islands	3896	2942	2651	291	1816
2	Andhra Pradesh	144011	103398	86737	16661	42378
3	Arunachal Pradesh	2311	1149	1119	30	918
4	Assam	127422	82545	78192	4353	36259
5	Bihar	279712	192929	187107	5822	78691
6	Chattisgarh	117186	80485	63289	17196	34979
7	D & N Haveli	6636	4158	3882	276	2309
8	Goa	368	62	60	2	
9	Gujarat	276397	193529	183727	9802	89978
10	Haryana	142885	90659	84005	6654	26913
11	Himachal Pradesh	60836	41384	37670	3714	15169
12	Jammu & Kashmir	80935	58046	51546	6500	28731
13	Jharkhand	171507	114884	111299	3585	53802

14	Karnataka	347645	250161	230344	19817	153194
15	Kerala	124746	99850	84290	9560	53699
16	Lakshadweep	913	287	287	0	51
17	Madhya Pradesh	329114	224593	210419	14174	103839
18	Maharashtra	234527	171627	161569	10058	86214
19	Manipur	3904	2267	2231	36	1058
20	Meghalaya	15988	8127	7909	218	2568
21	Mizoram	4981	4298	4089	209	2020
22	Nagaland	33325	2061	2050	11	770
23	Odisha	225489	167354	150676	16678	88191
24	Pondicherry	8416	6201	5539	662	2533
25	Punjab	116428	76916	70183	6733	26004
26	Rajasthan	339492	241365	218115	23250	111533
27	Sikkim	3721	2552	2533	19	945
28	Tamil Nadu	246453	178681	155383	23298	79764
29	Telangana	77676	57958	51834	6124	23553
30	Tripura	30357	18724	18285	439	11125
31	UT Ladakh	3467	2163	2088	75	1032
32	Uttar Pradesh	580334	413743	372526	41217	175929
33	Uttarakhand	76821	53938	52449	1489	29094
34	West Bengal	144983	101338	98211	3127	62169
	TOTAL	4332886	3044374	2792294	252080	1427269

PART II

Section 8. Conditions of Contract and Contract Forms

Consultant's Services

Lump-Sum

Contents

PART I	5
Section 1. Request for Proposal Letter	5
Section 2. Instructions to Consultants and Data Sheet	8
A. General Provisions	8
1. Definitions	8
2. Introduction	10
3. Conflict of Interest	11
4. Unfair Competitive Advantage	12
5. Fraud and Corruption	12
6. Eligibility	12
B. Preparation of Proposals	14
7. General Considerations	14
8. Cost of Preparation of Proposal	14
9. Language	15
10. Documents Comprising the Proposal	15
11. Only One Proposal	15
12. Proposal Validity	15
13. Clarification and Amendment of RFP	16
14. Preparation of Proposals Specific Considerations	17
15. Technical Proposal Format and Content	18
16. Financial Proposal	18
C. Submission, Opening and Evaluation	19
17. Submission, Sealing, and Marking of Proposals	19
18. Confidentiality	21
19. Opening of Technical Proposals	21
20. Proposals Evaluation	22
21. Evaluation of Technical Proposals	22
22. Financial Proposals for QBS	22
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23
24. Correction of Errors	24
25. Taxes	25
26. Conversion to Single Currency	25
D. Negotiations and Award	26
E. Data Sheet	32
Section 3. Technical Proposal – Standard Forms	43
Section 5. Eligible Countries	60
Section 6. Fraud and Corruption	61

Section 7. Terms of Reference	63
PART II.....	76
Section 8. Conditions of Contract and Contract Forms.....	76
Preface.....	80
I. Form of Contract.....	83
II. General Conditions of Contract.....	87
A. GENERAL PROVISIONS	87
2. Relationship between the Parties	88
3. Law Governing Contract	89
4. Language.....	89
5. Headings.....	89
6. Communications.....	89
7. Location	89
8. Authority of Member in Charge	89
9. Authorized Representatives	89
10. Fraud and Corruption	89
B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	90
11. Effectiveness of Contract	90
12. Termination of Contract for Failure to Become Effective	90
13. Commencement of Services	90
14. Expiration of Contract	90
15. Entire Agreement	90
16. Modifications or Variations.....	90
17. Force Majeure.....	91
18. Suspension.....	92
19. Termination	92
C. OBLIGATIONS OF THE CONSULTANT	95
20. General	95
21. Conflict of Interest	96
22. Confidentiality	97
23. Liability of the Consultant.....	97
24. Insurance to be taken out by the Consultant	97
25. Accounting, Inspection and Auditing	97
26. Reporting Obligations	98
27. Proprietary Rights of the Client in Reports and Records	98
28. Equipment, Vehicles and Materials	98
D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS	99
29. Description of Key Experts	99
30. Replacement of Key Experts.....	99
31. Removal of Experts or Sub-consultants	99
E. OBLIGATIONS OF THE CLIENT.....	99

32. Assistance and Exemptions.....	99
33. Access to Project Site.....	100
34. Change in the Applicable Law Related to Taxes and Duties.....	101
35. Services, Facilities and Property of the Client.....	101
36. Counterpart Personnel.....	101
37. Payment Obligation.....	101
F. PAYMENTS TO THE CONSULTANT.....	101
38. Contract Price.....	101
39. Taxes and Duties.....	102
40. Currency of Payment.....	102
41. Mode of Billing and Payment.....	102
42. Interest on Delayed Payments.....	103
G. FAIRNESS AND GOOD FAITH.....	103
43. Good Faith.....	103
H. SETTLEMENT OF DISPUTES.....	103
44. Amicable Settlement.....	103
45. Dispute Resolution.....	104
III. Special Conditions of Contract.....	107
IV. Appendices.....	115
Appendix A – Terms of Reference.....	115
Appendix B - Key Experts.....	115
Appendix C – Breakdown of Contract Price.....	115

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 - Fraud and Corruption; 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

Lump-Sum

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____
Assignment Title: _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[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 "Fraud and Corruption");
- (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 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.
- (b) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) “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).
- (g) “Day” means a working day unless indicated otherwise.
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) “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.
- (j) “Foreign Currency” means any currency other than the currency of the Client’s country.

- (k) "GCC" means these General Conditions of Contract.
- (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 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.
- (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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (o) "Local Currency" means the currency of the Client's country.
- (p) "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.
- (q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) "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.
- (u) "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. Fraud and Corruption

10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and

procedures as set forth in the WBG's Sanctions Framework, 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 part or 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 Fraud and Corruption 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 to cooperate and assist in any inspection or investigation, 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 GCC 19.1.1, 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 Interest

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 Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

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

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have

Conflicting Activities	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	<p>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.</p> <p>25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract</p>

termination (as well as to a determination of ineligibility pursuant to 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 if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption 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 or 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 GCC 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 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 45.1 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

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) 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
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service 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. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution 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 at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

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(a)	The Contract shall be construed in accordance with the law of India
4.1	The language is: English
6.1 and 6.2	<p>The addresses are <i>[fill in at negotiations with the selected firm]</i>:</p> <p>Client : National Academy of RUDSETI (NAR) National Academy of RUDSETI (NAR), Survey No 30, Near Govt. High School, Besides Yadava Sangha Temple, Kumbalagodu village and post, Kengeri Hobli, Bengaluru South – 560074</p> <p>Attention : <u>Mr. Sathiyamoorthy N</u> Director General, National Academy of RUDSETI</p> <p>Facsimile : Mob: -----, Telephone No.: ----- E-mail: dg@rudsetacademy.org</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>

9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Mr. Sathiyamoorthy N, Director General, NAR, Bengaluru</p> <p>For the Consultant: <i>[name, title]</i>_____</p>
11.1	<p>The Effectiveness conditions are from the following:</p> <p>Mobilization of Team</p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be <u>1 month</u></p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be within <u>15 days</u></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be 4 months (16 weeks) from date signing of Contract.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>

<p>23.1</p>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[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]</i>.
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of equivalent to contract value.</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p>

	(c) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	All Intellectual Proprietary Rights remain with the Client. All data collected shall be property of the National Academy of RUDSETI (NAR) and Consultant will not use this data without written permission from the NAR.
27.2	The Consultant shall not use these the documents/ Information/ data/reports and software etc. for purposes unrelated to this Contract without the prior written approval of the Client.
38.1	The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i> Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant. The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.
39.1 and 39.2	N/A
41.2	The payment schedule: As per the activities and deliverables contained in the Contract, payment to consultant will be made in instalments as per the details given below: 1st Payment: 10% of advance on submission Approved Sampling Plan and Advance Bank Guarantee.

	<p>2nd Payment: 40% on submission of approved draft Report and completion of other activities contained in the Contract</p> <p>3rd/ Final Payment: 50% on submission of approved Final Report and completion of other activities contained in the Contract.</p>
41.2.1	<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> <ol style="list-style-type: none"> (1) An advance payment INR_____shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
41.2.4	<p>The accounts are:</p> <p>for foreign currency: Not applicable</p> <p>for local currency:</p> <p>Consultancy Firm Name:</p> <p>Bank Name:</p> <p>Account No.:</p> <p>IFSC Code:</p>
42.1	<p>The interest rate is: For delay beyond 75 days from the receipt of acceptable invoice, the interest rate is 3%</p>
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an

arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*.
- (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter

	<p>in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bengaluru, India</p>

	<ul style="list-style-type: none">(b) the English language shall be the official language for all purposes; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
--	--

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			
Name	Position	Agreed Fixed Rate per day	Agreed Fixed Rate for the entire assignment

Signature

Date:

Name and Title: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder¹. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFB No.: *[insert number of RFB process]*

Request for Bid No.: *[insert identification]*

To: *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)

<i>[include full name (last, middle, first), nationality, country of residence]</i>			
---	--	--	--

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]"

Name of the Bidder: **[insert complete name of the Bidder]*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*_____

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*_____

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*_____

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE*[See Clause GCC 41.2.1 and SCC 41.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** _____ *[insert Name and Address of Client]***Date:** _____ *[insert date]* _____**ADVANCE PAYMENT GUARANTEE No.:** _____ *[insert number]* _____

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

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

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

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

¹ 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.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *[month]*_____, *[year]*____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

[signature(s)]

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

² 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.”

Annexure 1 – AFFIDAVIT (Part of The Technical Proposal)**Affidavit**

Date:.....

To

The Director General,
National Academy of RUDSETI (NAR),
Survey No 30, Near Govt. High School,
Besides Yadava Sangha Temple,
Kumbalagodu village and post,
Kengeri Hobli,
Bengaluru South – 560074.

I/We hereby solemnly take oath that I/We am/are authorized signatory in the firm/ Agency/ Institute/ Company and hereby declare that "Our firm/ Agency/ Institute/ Company do not face any sanction or any pending disciplinary action from any authority against our firms/ Agency/ Institute/ Company or partners." Further, it is also certified that our firm has not been debarred /blacklisted by any government, World Bank or any other donor/partner organization in past.

In case of any further changes which affects this declaration at a later date; we would inform the NAR accordingly.

Seal & Signature of Authorized Signatory

Annexure 2 – ORGANIZATION PROFILE (Part of The Technical Proposal)

I.	Name of the Organization														
II.	Details of the Organization	<ul style="list-style-type: none"> • Address of the Registered Office: • Head/Branch Office in Karnataka (if any): • Telephone & Mobile No.: • Email ID: • Website if any: • Organization Status: (Public Ltd./Private Ltd./LLP/Proprietorship) • Year of Establishment: • PAN No. • GST No. 													
III.	Name and designation of Authorized Representative & Signatory for this assignment	<ul style="list-style-type: none"> • Name: • Designation: • E-mail: • Contact Number: 													
IV.	Annual Turnover for the last 5 Financial Years	<table border="1"> <thead> <tr> <th>Financial Year</th><th>Annual Turnover</th></tr> </thead> <tbody> <tr> <td>2017-18</td><td></td></tr> <tr> <td>2018-19</td><td></td></tr> <tr> <td>2019-20</td><td></td></tr> <tr> <td>2020-21</td><td></td></tr> <tr> <td>2021-22</td><td></td></tr> </tbody> </table>	Financial Year	Annual Turnover	2017-18		2018-19		2019-20		2020-21		2021-22		
Financial Year	Annual Turnover														
2017-18															
2018-19															
2019-20															
2020-21															
2021-22															

V.	Number of Personnel & experience	<ul style="list-style-type: none">• Organizational Structure shall be provided with details of – Total Employee Strength, Number of professionally qualified technical personnel on its permanent payroll working in the area of Assessment
-----------	----------------------------------	---