

जा. क्र. / 1058 / NRLM  
दिनांक 12/07/2022

## SELECTION OF CONSULTANTS

### REQUEST FOR PROPOSALS

RFP No.: CGSRLM/DDU-GKY/MSR/2022-23/02

Selection of Consulting Services for: *Hiring services of Agency for Establishing Migration Support Center for DDUGKY under Chhattisgarh Grameen Aajeevika Samvardhan Samiti (CGSRLM-Bihan)*

**Client: Chhattisgarh Grameen Aajeevika Samvardhan Samiti (CGSRLM-Bihan)**

**Country: India**

**Project: Deen Dayal Upadhyay Grameen Kaushalya Yojna**

**Issued on: 13<sup>th</sup> July, 2022**



## PART I

### Section 1. Letter of Invitation

**RFP No. - CGSRLM/DDU-GKY/MS/2022-23/02** **Raipur : 12/07/2022**

**Location:** CGSRLM (BIHAN), 2<sup>nd</sup> Floor, Vikas Bhawan, Sector -19, Nawa Raipur Atal Nagar (CG) - 492001, Ph: 0771- 2512395, 2512392

Dear Mr. /Ms.:

1. The Chhattisgarh Grameen Aajeevika Samvardhan Samiti (CGSRLM- Bihan) has received funds from Ministry of Rural Development, Government of India for creating efficient and effective institutional platforms of the rural poor enabling them to increase household income through sustainable livelihood enhancements and improved access to financial and selected public services. CGSRLM intends to apply a portion of the proceeds of this fund to eligible payments under the contract for which this Request for Proposals is issued.
2. The Chhattisgarh State Rural Livelihoods Mission (BIHAN), Government of Chhattisgarh is in the process of implementation of Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY erstwhile Aajeevika Skills Program), a flagship program of the Ministry of Rural Development (MoRD), Government of India (GoI). The program is aimed at alleviation of rural poverty through career promoting skills and placements through its unique focus under the National Rural Livelihoods Mission (NRLM). The key focus area of DDU-GKY are the poor rural youth; the priority it gives to disadvantaged groups such as the SC/ ST / women and minorities and its attention to market-led training programs to ensure employability and its emphasis on partnership based skilling and placement delivery. The financing arrangement for DDUGKY-CG ("Client") is in the ratio of 60:40 (60% central share and 40% state share). DDUGKY-CG intends to use the portion of this financing for establishing 03 Migration Support Centre's for the state at 03 different places i.e. Raipur, Hyderabad and Delhi-NCR.
3. The Chhattisgarh Grameen Aajeevika Samvardhan Samiti (CGSRLM- Bihan) now invites proposals to provide the following consulting services (hereinafter called "Services"):  
*"Hiring of services for establishing 03 Migration Support Center's at 03 different places i.e. Raipur, Hyderabad and Delhi-NCR for DDUGKY under Chhattisgarh Grameen Aajeevika Samvardhan Samiti (CGSRLM-Bihan)".* More details on the Services are provided in the Terms of Reference (Section 7).
4. A firm will be selected under Quality & Cost Base Selection (QCBS) procedures and in a Standard Technical Proposal (STP) format as described in this RFP. For the purpose of this RFP CGSRLM is utilizing the standard RFP format in accordance with policies & guidelines of MoRD, Govt. of India and World Bank. The details of Consultants' Guidelines can be found at the following website: [www.worldbank.org/procure](http://www.worldbank.org/procure).



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5. Any amendment or changes in relation to this RFP will be published only in our official website [www.bihan.gov.in](http://www.bihan.gov.in), thus all interested bidders are advised to regularly visit Bihan website under procurement section for updates on this RFP.
6. Mission Director, CGSRLM reserves the right to withdraw the RFP at any stage without any liability or any obligation for such withdrawal, without assigning any reason/s as such.
7. The RFP includes the following documents:
- Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal (STP) - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Eligible Countries
  - Section 6 - Bank's Policy - Corrupt and Fraudulent Practices
  - Section 7 - Terms of Reference
  - Section 8 - Forms of Contract (Lumpsum)
8. Details on the proposal's submission date, time and address are provided in ITC 17.7 and 17.9.

Yours sincerely,

(Awanish Kumar Sharan IAS)

Mission Director

Chhattisgarh State Rural Livelihoods Mission

(CGSRLM-Bihan)

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## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable 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 *[loan/financing/grant<sup>1</sup>]* 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.

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

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- (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 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.

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- (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.

## **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 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.

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3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting activities**

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

**b. Conflicting assignments**

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

**c. Conflicting relationships**

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

**4. Unfair Competitive Advantage**

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

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## **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, sub-consultants, 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 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 **Data Sheet**.

### **b. Prohibitions**

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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or



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	(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.
<b>c. Restrictions for State-owned Enterprises</b>	State-owned enterprises or institutions in the Borrower's country may be eligible to compete 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.
<b>d. Restrictions for public employees</b>	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: <ul style="list-style-type: none"> <li>(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</li> <li>(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.</li> </ul>
<b>e. Borrower Debarment</b>	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**

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| 7. | <b>General Considerations</b>          | 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. | <b>Cost of Preparation of Proposal</b> | 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 |

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	at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>9. Language</b>	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 <b>Data Sheet</b> .
<b>10. Documents Comprising the Proposal</b>	<p>10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>10.2 If specified in the <b>Data Sheet</b>, 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).</p> <p>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).</p>
<b>11. Only One Proposal</b>	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 <b>Data Sheet</b> .
<b>12. Proposal Validity</b>	<p>12.1 <b>The Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.</p>
<b>a. Extension of Validity Period</b>	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

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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 him with 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 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 Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.



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- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the 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 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.
- 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.

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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**

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.

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.

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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], [name of applied MSC location for which bids are applied] and with a warning "**DO NOT OPEN UNTIL 12<sup>TH</sup> AUGUST, 2022, 03:00 PM.**"

17.6 Similarly, the original individual Financial Proposal 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], [name of applied MSC location for which bids are applied] and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" (Note- for each applied MSC location separate financial proposal in a separate envelope has to be submitted).

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, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE 12<sup>TH</sup> AUGUST, 2022, 03:00 PM.**"

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



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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 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 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**.

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- 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

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- (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.



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- 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**
- 24.2 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

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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 Clause 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.

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**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 ITC 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

**29. Conclusion of Negotiations**

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

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

**30. Award of Contract**

30.1 After completing the negotiations, the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as

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per the instructions in the **Data Sheet**; and promptly notify the other Consultants.

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

**31. Procurement  
Related Complaint**

31.1 The procedures for making a Procurement-related Complaint are as specified in the Data Sheet

## Instructions to Consultants

### E. Data Sheet

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

A. General	
ITC Reference	
2.1	<p><b>Name of the Client:</b> <u>Chhattisgarh Grameen Aajeevika Samvardhan Samiti (CGSRLM- Bihan), Raipur</u></p> <p><b>Method of selection:</b> <b>Quality and Cost Based Selection (QCBS) -70%: 30%</b> as per the Applicable Procurement Regulations (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b> <u>Hiring services of Agency for Establishing Migration Support Center for DDUGKY under Chhattisgarh Grameen Aajeevika Samvardhan Samiti (CGSRLM-Bihan)</u></p> <p><b><u>Note – Separate Financial Proposal has to be submitted for each applied location i.e. Separate financial proposals has to be submitted for Raipur, Hyderabad &amp; Delhi-NCR. Submission of the Financial Proposal wrongly may lead to the Proposal being deemed non-responsive to the RFP requirements.</u></b></p>
2.3	<p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date of pre-proposal conference: <b>20<sup>th</sup> July, 2022</b>  Time: <b>12:30 PM onwards</b>  Address: Meeting Hall, 4<sup>th</sup> Floor, Vikas Bhawan, Sector -19. Nawa Raipur Atal Nagar, Chhattisgarh.</p> <p><b>Note -</b> If there is any change in the venue the same will be published on our official website <a href="http://www.bihan.gov.in">www.bihan.gov.in</a>, bidders are advised to check the website on regular basis, CGSRLM will not be responsible for non-participation of any prospective bidder.</p> <p>Telephone: <u>0771-2960615, 2512395, 2512392</u>  E-mail: <a href="mailto:tender.cgsrlm@gmail.com">tender.cgsrlm@gmail.com</a>  Contact person/conference coordinator: Ms. Anubha Gabriel, SPM- Procurement / Ms. Harsha Oberoi, PM- PIA Coordination- DDUGKY.</p>

2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: <u>Not Applicable</u>
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English or Hindi language.
10.1	<p><b>The Proposal shall comprise the following:</b></p> <p><b><u>For STANDARD TECHNICAL PROPOSAL (STP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <p>(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-5 (5) TECH-6</p> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if a bidder is applying for more than one location in such case separate financial proposal for each applied location in separate envelope has to be submitted):</b></p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4</p>
10.2	Statement of Undertaking is required: Yes
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: <b><u>NO</u></b> <b><u>Joint venture is not allowed in this assignment.</u></b>
12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline (i.e., until: 10 <sup>th</sup> December, 2022)
13.1	<p>Clarifications may be requested only in writing no later than <b>seven days</b> prior to the submission of deadline.</p> <p><b>The contact information for requesting clarifications is:</b> Mission Director</p>



	<p>CGSRLM (Bihan), 2<sup>nd</sup> Floor, Vikas Bhawan, Sector – 19, Nawa Raipur Atal Nagar (CG)-492001, Ph: 0771-2960615, 2512395, 2512392</p> <p>E-mail: tender.cgsrlm@gmail.com</p> <p>If due to some technical issue response email is not received by the bidder, in such case it is advised to check our official website <a href="http://www.bihan.gov.in/procurement">www.bihan.gov.in/procurement</a> on a regular basis.</p>
13.1.1	The Client will host the amendment to RFP, if any only in our official website <a href="http://www.bihan.gov.in/procurement">www.bihan.gov.in/procurement</a>
13.1.2	The Client will host extension of submission deadline only in our official website <a href="http://www.bihan.gov.in/procurement">www.bihan.gov.in/procurement</a>
13.2	NA
14.1.2	<p><b>Estimated input of Key Experts' &amp; Non-key experts' time-input: 48 person-months per year for the manpower requirement given in section 7-ToR of this RFP</b></p> <p><i>Note: CGSRLM reserves the right that at any given point of time the number of team members can be increased or decreased based on the requirement with similar education qualification, experience &amp; expertise on agreed terms &amp; conditions.</i></p>
14.1.3 for time-based contracts only	<b>Not applicable</b>
14.1.4 and 27.2 use for Fixed Budget method	<b>Not applicable</b>
15.2	<p>The format of the Technical Proposal to be submitted is: <b>STP</b></p> <p><b>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</b></p>
16.1	Bidder has to include all type of expenses in their financial bids.
16.2	<b>A price adjustment provision applies to remuneration rates: No</b>

16.3	Information on the Consultant's tax obligations in the Client's country should be checked with tax experts and can also be checked in web portal of Income Tax of India. <a href="http://www.incometaxindia.gov.in">http://www.incometaxindia.gov.in</a>
16.4	The Financial Proposal shall be stated in the following currencies: <b><u>Indian Rupees Only</u></b>
	<p>Bidders has to submit a <b>EMD of Rs.60,000/- per MSC location</b> in form of Demand Draft only, in favour of "Chhattisgarh Grameen Aajeevika Samvardhan Samiti -DDUGKY", Nawa Raipur Atal Nagar.</p> <p><b>Submission of the Proposal without EMD may lead to the Proposal being deemed non-responsive to the RFP requirements.</b></p>
<b>C. Submission, Opening and Evaluation</b>	
17.1	The Bidder " <b>shall not</b> have the option of submitting their Proposals electronically".
17.4	<p><b>The Bidder must submit:</b></p> <p>(a) <b>Technical Proposal:</b> <i>one (1) original and 1 copy;</i>  <i>The technical proposal has to be submitted in soft copy also in form of Pen Drive (If there is a difference in technical proposal submitted in form of hard copy and in softcopy i.e in pen-drive than the hard copy submitted will be considered for purpose of technical evaluation)</i></p> <p>(b) <b>Financial Proposal:</b> <i>one (1) original for each applied MSC (i.e. if applied for 3 different MSC than 3 different financial proposal needs to be submitted even if the proposed rates are same).</i></p> <p>(c) <b>EMD</b> – <i>Bidders have to submit a EMD in a separate envelope. Envelope should be superscripted with name of assignment, applied location, mentioned about DD and bidders name address</i></p> <p><i>Note – Main Outer Envelope will contain all other envelopes - Envelope A containing technical proposal (hard copies &amp; pen drive) along with all documents related to mandatory qualification criteria and Envelope B, C &amp; D containing Individual Financial Proposal for applied location. And enveloped containing EMD.</i>  <i>Any loose papers other than envelopes or opened envelope will eventually disqualify the bidder, CGSRLM will not be responsible for the same.</i>  <i>All envelopes have to be Superscripted separately as Technical Proposal, Financial Proposal and EMD.</i>  <i>Applied location should be clearly indicated over the envelope of financial proposals.</i></p>
17.7 and 17.9	<p><b>The Proposals must be submitted no later than:</b>  <b>Date: 12<sup>th</sup> August, 2022, Time: 15:00 hours IST</b>  <b>The Proposal submission address is:</b> State Mission Director  Chhattisgarh State Rural Livelihoods Mission (Bihan),</p>

	2 <sup>nd</sup> Floor, Vikas Bhawan, Sector -19, Nawa Raipur Atal Nagar (C.G) - <u>492001</u> Ph: <u>0771-2960615, 2512395, 2512392</u>															
19.1	<b>An online option of the opening of the Technical Proposals is offered: <u>No</u></b> <b>The opening shall take place at:</b> “same as the Proposal submission address” <b>Date:</b> same as the submission deadline indicated in 17.7. <b>Time: 16.00 hours.</b>															
19.2	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals:</b> No. Of participants and bid submission date.															
21.1	<p>Consultant’s technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated and the proposal shall be rejected. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.</p> <p><b>Part A: Mandatory Qualification Criteria:</b></p> <table><tr><th>S. No.</th><th>Criteria</th><th>Documents Required</th></tr><tr><td>1.</td><td>The agency/organization must be a registered entity as per law of India and in business for more than 05 years in India as on date of submission of RFP.</td><td>Certificate of incorporation or any other relevant document.</td></tr><tr><td>2.</td><td>The agency/organization shall have Average Annual Turnover of last three years for minimum of Rs.50.00 lakhs. (i. e FY 2018-19, 2019-20 &amp; 2020-21)</td><td>Audit statement and average annual turnover certificate duly signed by CA with his UNID no.</td></tr><tr><td>3</td><td>The agency /organization must have experience in operating at- least one residential counselling support Centre / Migration Support Centre/ Labour workforce support centre /rehabilitation centre or equivalent/ Skill Development Centre in last 5 years.</td><td>Copy of MoU/ Contract Agreement/ Completion Certificate or any other document related to prove the experience.</td></tr><tr><td>4</td><td>The agency /organization must have an operational office at the applied State (either through ownership or rental or lease).</td><td>Copy of Rent Agreement/ Lease Agreement of the existing infrastructure/ Centre</td></tr></table>	S. No.	Criteria	Documents Required	1.	The agency/organization must be a registered entity as per law of India and in business for more than 05 years in India as on date of submission of RFP.	Certificate of incorporation or any other relevant document.	2.	The agency/organization shall have Average Annual Turnover of last three years for minimum of Rs.50.00 lakhs. (i. e FY 2018-19, 2019-20 & 2020-21)	Audit statement and average annual turnover certificate duly signed by CA with his UNID no.	3	The agency /organization must have experience in operating at- least one residential counselling support Centre / Migration Support Centre/ Labour workforce support centre /rehabilitation centre or equivalent/ Skill Development Centre in last 5 years.	Copy of MoU/ Contract Agreement/ Completion Certificate or any other document related to prove the experience.	4	The agency /organization must have an operational office at the applied State (either through ownership or rental or lease).	Copy of Rent Agreement/ Lease Agreement of the existing infrastructure/ Centre
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5	The agency/ organization should not be blacklisted by any State Govt., Central Govt. or any other Public/Private Sector undertaking or a corporation as on the date of publication of this RFP.	Statement of Undertaking required, notarised document need to be submitted.										
6	The agency/ organization should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP stage and in execution of agreement.	Statement of Undertaking required, notarised document need to be submitted.										
7	The agency/organization must be registered with GST/Service Tax/ EPF/ ESI (whichever is applicable)/ PAN, TAN etc. and any statutory requirements as applicable.	Relevant certificate copies to be enclosed.										
<p><b>NOTE:</b></p> <p>a. If any Bidder or its Affiliates have been barred by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Affiliates belong or in which they conduct their business, from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date, such Bidder will not be eligible to submit a Proposal. If the Client subsequently finds that a Bidder or any of its Affiliates is so barred, then the Client may disqualify the Bidder and reject its Proposal.</p> <p>b. Bidders will provide such evidence of their continued eligibility as the Client may request at any time during or after the bid process.</p>												
<p><b><u>For mandatory qualification criteria- A separate set of documents with a covering letter &amp; index with page numbering and signatures of authorised signatory has to be submitted.</u></b></p>												
<p><b>Part B: Evaluation Criteria:</b></p> <p>Criteria, sub-criteria, and marking system for the evaluation of the Full Technical Proposals:</p>												
<table><thead><tr><th>Details</th><th>Marks</th></tr></thead><tbody><tr><td>(i) Establishment &amp; Operational Presence in last 05 years in the concerned state (Chhattisgarh/ Telengana/ Delhi-NCR)</td><td><u>15</u></td></tr><tr><td>a) More than 5 years upto 7 years</td><td>-10 marks</td></tr><tr><td>b) More than 7 years upto 10 years</td><td>-12 marks</td></tr><tr><td>c) More than 10 years</td><td>-15 marks</td></tr></tbody></table>		Details	Marks	(i) Establishment & Operational Presence in last 05 years in the concerned state (Chhattisgarh/ Telengana/ Delhi-NCR)	<u>15</u>	a) More than 5 years upto 7 years	-10 marks	b) More than 7 years upto 10 years	-12 marks	c) More than 10 years	-15 marks	
Details	Marks											
(i) Establishment & Operational Presence in last 05 years in the concerned state (Chhattisgarh/ Telengana/ Delhi-NCR)	<u>15</u>											
a) More than 5 years upto 7 years	-10 marks											
b) More than 7 years upto 10 years	-12 marks											
c) More than 10 years	-15 marks											

	<p>(ii) Average Annual Turnover of last 3 years (min. Rs. 50.00 lakhs)  <i>(Audit statement and average annual turnover certificate duly signed by CA with his/her UNID no.)</i></p> <p>a) More than Rs.50.00 lakh upto Rs.1.00 crores -10 marks  b) More than Rs.1.00 crore upto Rs.1.50 crores -15 marks  c) More than Rs.1.50 crore and above -20 marks</p>	<p><u>20</u></p>
	<p>(iii) The agency must have experience in operating at least one residential counselling support Centre / Migration Support Centre/ Labour workforce support centre/ Rehabilitation Centre or equivalent/ Skill Development Centre in last 5 years.</p> <p>a) More than 100 persons upto 200 persons per year -10 marks  b) More than 200 persons upto 300 persons per year -12 marks  c) More than 300 person per year and above -15 marks</p> <p><i>Note – Coordination with minimum 100 persons per year is required, the above slab per year will be taken for any one year in last 5 years.</i></p>	<p><u>15</u></p>
	<p>(iv) <b>Key Experts’ qualifications and competence for the Assignment:</b>  <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the bidder}</i></p> <p>a) Centre Manager (01) [10]  b) Counsellor (01) [05]  c) Placement Coordinator (01) [05]</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience):[20%]  2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : _____ [70%]  3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): ____ [10 %]</p> <p style="text-align: right;">total weight:100%</p>	<p><u>20</u></p>

	<p>(v) Technical Presentation (Infront of the Committee)  <b>(Point of Parameters - Proposed methodology; approach &amp; work plan and understanding of the project in response to the Terms of Reference (ToR))</b></p> <p><i>(Those agencies who fulfil the basic mandatory qualification criteria will only be called for the technical presentation, intimation of the same will be communicated separately on bidder's official email id, as well as list of the same will be hosted on CGSRLM official website <a href="http://www.bihan.gov.in">www.bihan.gov.in</a>)</i></p>	<u>30</u>
	<p><b>Total points for the above five criteria's: 100</b></p> <p>.....</p> <p><b>The minimum technical score (St) required to pass is: 75 out of 100</b></p>	
23.1	<p><b>An online option of the opening of the Financial Proposals is offered: No (<u>online submission of proposal is not permitted</u>)</b></p>	
23.5	<p>NA (used for online submission)</p>	
25.1	<p>For the purpose of the financial evaluation –</p> <ol style="list-style-type: none"> <li>1. the Client will consider Total amount quoted for the task to be performed per year excluding the reimbursable expenses.</li> <li>2. The Client will exclude: all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</li> </ol>	
26.1	<p><b>Proposals should be submitted in Indian Rupees only.</b></p>	
27.1 (QCBS only)	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 70%</b>  <b>P = 30%</b></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: $S = St \times T\% + Sf \times P\%$ .
	<b>D. Negotiations and Award</b>
<b>28.1</b>	<b>Expected date and address for contract negotiations:</b> <b>Date:</b> 1 <sup>st</sup> September, 2022 <b>Address:</b> CGSRLM (Bihan), 2 <sup>nd</sup> Floor, Vikas Bhawan, Sector – 19, Nawa Raipur Atal Nagar (CG)-492001, Ph: 0771-2512395, 2512392
<b>30.1</b>	<b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</b> <b><i>www.bihan.gov.in.</i></b> The publication will be done within 15 days after the contract signing.
<b>30.2</b>	<b>Expected date for the commencement of the Services:</b> <b>Date:</b> 20 <sup>th</sup> September 2022, <b>at:</b> <u>Prescribed Locations as per ToR</u>
<b>31</b>	N/A

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### Section 3. Technical Proposal – Standard Forms

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

#### CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	
TECH-1	Technical Proposal Submission Form.	
Power of Attorney	No pre-set format/form.	
TECH-2	Consultant's Organization and Experience.	
TECH-2A	A. Details of establishment & Operational presence in last 5 years in concerned state (Chhattisgarh/ Telengana/ Delhi NCR)	
TECH-2B	B. Financial Particulars of Organization	
TECH-2C	C. Consultant's Experience – Details of experience in operating at least one residential counselling support Centre / Migration Support Centre/ Labour workforce support centre/ Rehabilitation Centre or equivalent/ Skill Development Centre in last 5 years.	
TECH-2D	D. Consultant's Organization	
TECH-3	Not Used	
TECH-4	Not Used	
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
	Technical Presentation	

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

**For mandatory qualification criteria- A separate set of documents with a covering letter has to be submitted. All pages should be numbered with indexing and signatures of authorised signatory needs to be done.**

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## FORM TECH-1

### TECHNICAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

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To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and \_\_\_\_\_ Financial Proposal for \_\_\_\_\_ sealed in a separate envelopes,

I/ 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.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 21.1, 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 any Central Govt. / State Govts. / PSUs or any other government entity
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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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 30.2 of the Data Sheet.

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

We remain,

Yours sincerely,

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}

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}\_\_\_\_\_

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## FORM TECH-2

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### A. Details of establishment & Operational presence in last 5 years in concerned state (Chhattisgarh/ Telengana/ Delhi NCR)

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### B. Financial Particulars of the agency (min.Rs.50.00 lakhs)

Financial Year			
2018-19			
2019-20			
2020-21			

**AUDIT STATEMENT AND AVERAGE ANNUAL TURNOVER CERTIFICATE DULY SIGNED  
BY CA WITH HIS/HER UN ID HAS TO BE ATTACHED.**

### C. Consultant's Experience – Details of experience in operating at least one residential counselling support Centre / Migration Support Centre/ Labour workforce support centre/ Rehabilitation Centre or equivalent/ Skill Development Centre in last 5 years.

1. *Work experience certificate or work completion certificate duly issued by concerned department/ office. For ongoing project ongoing work certificate needs to be attached*
2. *List only previous similar assignments successfully completed in the last 5 years.*
3. *List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.*

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Address of Assignment	Approx. Contract value (in Rs.) Amount paid to your firm	Role on the Assignment

---

## **D - Consultant's Organization**

- 1. Provide here a brief description of the background and organization of your company.*
- 2. Include organizational chart, a list of Board of Directors, and beneficial ownership*



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**FORM TECH-3**

**(NOT USED)**

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**FORM TECH-4**  
**(NOT USED)**

**FORM TECH-5****WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

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

**FORM TECH-6**  
**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS**

S. No.	NAME	Expert's input (in person/month) per each Deliverable (listed in TECH-5)					Total time- input (in Months)
		Position	D-1	D-2	D-3	.....	
<b>KEY EXPERTS</b>							
<b>1</b>	<b>CENTRE COORDINATOR</b>						
<b>2</b>	<b>COUNSELLOR</b>						
<b>3</b>	<b>PLACEMENT COORDINATOR</b>						
<b>Non-KEY EXPERTS</b>							
<b>1</b>	<b>OFFICE BOY</b>						
<b>2</b>	<b>SECURITY GUARD</b>	<b>AS PER REQUIREMENT OF CENTRE</b>					

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One working (billable) day shall be not less than eight (8) working (billable) hours.

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**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

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

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:**

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

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**Adequacy for the Assignment:**

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

**Expert's contact information:** (e-mail ....., phone.....)

**Certification:**

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

{ day/month/year }

---

Name of Expert

Signature

Date

{ day/month/year }

---

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

Signature

Date



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## **Technical Presentation:**

*Those agencies who fulfil the basic mandatory prequalification criteria will only be called for the technical presentation, intimation of the same will be communicated separately on their official email id.*

*During the presentation a hard copy of presentation has to be submitted as part of the technical proposal.*

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## **Section 4. Financial Proposal - Standard Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Breakdown of Program Costs

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

---

{Location, Date}

To: [Name and address of Client]

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Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with 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.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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}  
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}\_\_\_\_\_

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## FORM FIN-2 SUMMARY OF COSTS

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Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet}			
	In Indian Rupees (Rs.)			
<b>Cost of the Financial Proposal for 12 months</b>				
Including:				
<b>a. Staff Professional Fee</b>				
<b>b. Program support cost expenses</b>				
<b><u>Total Cost of the Financial Proposal excluding taxes:</u></b> <small>{Should match the amount in Form FIN-1}</small>				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
<b><u>Total Estimate for GST:</u></b>				

**NOTE –**

1. The financial evaluation will be done on the basis of Lumpsum amount quoted by the bidder as above.

2. **REIMBURSABLE EXPENSES WILL BE PAID ON ACTUAL BASIS THIS WILL INCLUDE –**

A) Costing for conducting Alumni meet at least twice in a year and one CxO meet with all prominent employers of that locality will be paid as reimbursable on actual basis with a prior approval from MD CGSRLM.

B). Rs. 350/- per person per day will be paid on actual basis for lodging and boarding charges of candidates.

## FORM FIN-3 BREAKDOWN OF REMUNERATION

A. Remuneration _____					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total in Rs.
_____	<b>Key Experts</b> _____				
K-1	_____	_____	_____	_____	
	_____		_____	_____	
K-2	_____	_____	_____	_____	
	_____		_____	_____	
	_____	_____	_____	_____	
	_____		_____	_____	
	_____		_____	_____	
_____	<b>Non-Key Experts</b> _____				
N-1	_____	_____	_____	_____	
N-2	_____	_____	_____	_____	
	_____	_____	_____	_____	
	_____		_____	_____	
	_____		_____	_____	
	<b>Total Costs</b>				

---

## Sample Form

Consultant:

Country:

Assignment:

Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (c) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (d) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
[Name of Consultant]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>

1. Expressed as percentage of 1
2. Expressed as percentage of 4



## FORM FIN-4

### BREAKDOWN OF PROGRAMME SUPPORT COST

Sl. No.	Type of Program Support Cost Expenses	Unit Cost Rs. per candidate (Target may increase or decrease; payment shall be made on pro-rata basis)	Total Cost for all Candidates in INR
<b>Category – A</b>			
1.	Legal and Financial Literacy		
2.	Health Camp		
	....		
<b>Category – B</b>			
Sl. No.	Type of Program Support Cost Expenses		Total Cost
1.	Centre Rent, travel, local conveyance, electricity, phone & internet, maintenance and administrative expenses	Lumpsum	(Maximum)
<b>Total Programme Support Cost. (Cat A + B)</b>			

---

## **Section 5. Eligible Countries**

**In reference to ITC 6.3.2,** for the information of 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

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## **Section 6. Fraud and Corruption**

**(This Section 6, Fraud and Corruption shall not be modified)  
(CGSRLM has utilized the fraud & corruption guidelines of World Bank for this assignment and it has to be adhered by all bidders strictly failing to which may attract necessary action against the bidder)**

### **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;<sup>2</sup> (ii) to be a nominated<sup>3</sup> 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 inspect<sup>4</sup> 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.

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<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

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## Section 7. Terms of Reference

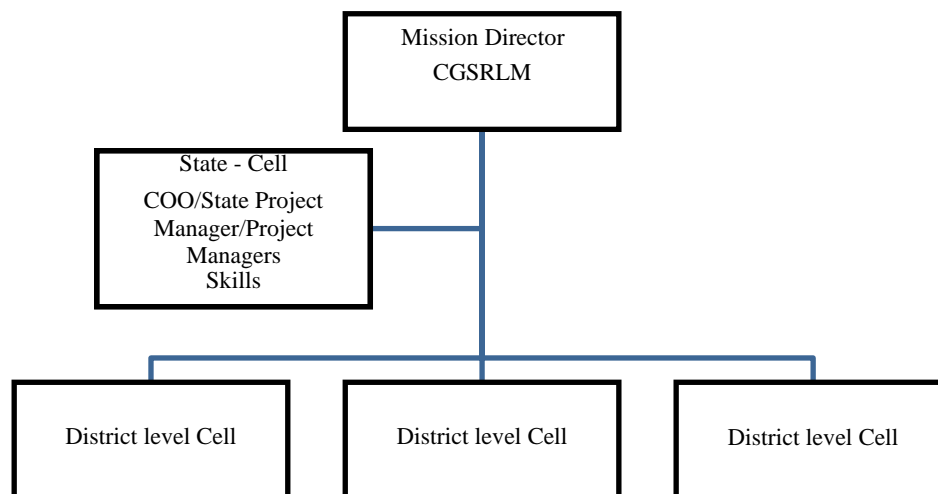
### A. Introduction

1. DDU-GKY is a flagship program of the Ministry of Rural Development (MoRD), Government of India (GoI). The program is aimed at alleviation of rural poverty through career promoting skills and placements. The key focus areas of this are-the poor rural youth; the priority it gives to disadvantaged groups such as the SC/ ST / women and minorities and its attention to market-led training programs to ensure employability and its emphasis on partnership based skilling and placement delivery.
2. **DDU-GKY follows three-tier implementation architecture-**
  - i. At the Apex is the National Unit (NU), set with the objective of for forming policy, providing technical facilitation to states, providing major part of funding to the program, monitoring & evaluation as well as undertaking coordination with key stakeholders in the sector, nationally and internationally;
  - ii. Next in hierarchy is the State Rural Livelihood Missions/ state designated skill development agency as the state level nodal implementation support agencies and implementation undertaken in partnership with Project Implementation Agencies (PIAs)
  - iii. Thereafter at next level are the PIAs that are in general private sector agencies, NGOs, government and semi-government agencies with experience in skilling and placement, that serve as the skill imparting and placement partners under the program. Presently there are 48 projects being implemented by PIAs in different districts of the Chhattisgarh.
3. **The key stakeholders of DDU-GKY in Chhattisgarh are:-**
  - i. Rural youth from poor families in the age group of 18 to 35 years (upper age limit is 45 years in case of Particularly Vulnerable Tribal Groups, widows, freed bonded labour etc.) are at the centers' of the program objectives.
  - ii. Families, communities and peer group of rural youth.
  - iii. PIAs who are the skilling and placement implementation partners.
  - iv. Corporate entities in public and private sector who could be both PIAs for skilling and placement as well as potential employers of the rural youth.
  - v. The companies where candidates are placed.
  - vi. Relevant skills staff of CGSRLM.
  - vii. Line Departments involved in skilling.
  - viii. Local government bodies at Zilla Panchayat, Janpad Panchayat and gram

- 
- Panchayat level and DMMU, BMMU and CLFs.
  - ix. Migration Center and Alumni Support Centers.
  - x. Ministry of Rural Development as the funding and sponsor agency of DDU-GKY.
  - xi. National Skill Development Agency as the apex policy and coordinating agency on skills
  - xii. National Skill Development Corporation and other Ministries of GOI as peers in the skill sector.
  - xiii. Sector Skill Councils and National Council for Vocational Technical Educations with whom DDU-GKY aligns for its curriculum and certification of trainees, trainers and other assessment.
  - xiv. Political groups, religious groups, Common Service Centers's, e-chouplas, NGOs, Media and other agencies / channels that provide outreach for IEC and branding.

#### 4. **Organizational Structure Skills Division:**

The organizational structure of the Skills division at state and district level is as in the following diagram:



#### **B. Objective:**

1. CGSRLM had been implementing the skills programme of MORD as an Annual Action plan state. The Guidelines of the DDUGKY project is available online at [www.ddugky.gov.in](http://www.ddugky.gov.in). CGSRLM has partnered with Project Implementation Agencies (PIAs) and has been supporting these PIAs in candidate mobilization, counseling, skills training, placement and post placement tracking. State has attained Annual Action Plan status and has been mandated to train 74,976 candidates from 2019-23.

#### **C. *DDU-GKY Programme in Chhattisgarh & Need for Migration Support/ Post placement Support Centers:***

1. In its conceptualization, DDU-GKY recognized the imperative of migration among youth that have received new employable skills and are in search for employment opportunities. In several cases the DDU-GKY beneficiaries have to relocate from

their native districts and/or states for work after being skilled through the programme. New to the city, confronted with lifestyle and cultural shocks and unfamiliar with the norms and demands of urban labour markets, most alumni face problems in adapting to the urban environment. Attrition among migrant alumni placed in far-off cities is high as they find it difficult to cope up with the isolation, regimented work conditions, high costs of living and return home early unable to integrate with the urban milieu.

2. Carrying the similar vision CGSRLM (Chhattisgarh State Rural Livelihood Mission) DDU-GKY programme in the state has initiated the process of establishing Migration Support Centers/Post placement Support Centers in the locations where it has maximum concentration of the students placed through the programme. The State has been immensely working towards successful accomplishment of the programme. In due course of its implementation, the state has successfully completed training of more than 50000 candidates and placed around 23000 students both within and outside the state. More details about Migration Support Center can be found in [http://ddugky.gov.in/sites/default/files/knowledgeBank/Migration\\_Support\\_Centre\\_Reference\\_Framework.pdf](http://ddugky.gov.in/sites/default/files/knowledgeBank/Migration_Support_Centre_Reference_Framework.pdf) and [http://ddugky.gov.in/sites/default/files/Notification/Notification\\_10\\_2020.pdf](http://ddugky.gov.in/sites/default/files/Notification/Notification_10_2020.pdf)
3. The Chhattisgarh Grameen Aajeevika Samvardhan Samiti (CGSRLM- Bihan) intends to *establish 03 Migration Support Center's at 03 different places i.e. Raipur, Hyderabad and Delhi-NCR for DDUGKY.*

**Indicative nos. of Candidates placed**

Sl.	Location of MSC	Indicative nos of Candidates placed	Total Target in Nos
1.	Raipur	~7000	3000
2.	Hyderabad	~2000	1500
3.	Delhi NCR	~2000	1500

***D. Migration Support Centers/ Post Placement support centers:***

1. Migration Support Centers (MSCs) are conceptualized as walk-in resource centers for successful trainees of DDU-GKY, displaced from their native places in search of better employment prospects. MSCs are designed to offer counseling, access to information, acclimatization support and targeted services to vulnerable displaced workers.
2. In stage I, it is proposed to set up MSCs/PPSCs in the cities that receive large number of migrant youths. Creation of support centers at source locations of DDU-GKY trainees would be undertaken in second phase.

3. A collection of services meant to reduce the hardships of young skilled workers coming to cities and enable greater returns from the urban labour markets are termed as migration services. Migration Support Services are proposed to be offered through a network of walk-in resource centers catering to the requirements, and exigencies faced by workers and their families.

4. The Core Migration Support Services include –

- a. Registration of workers migrated out of their home (native) locations and facilitating access to identity related documents
- b. Access to basic social services: housing-related, schools, hospitals, etc.
- c. Access to basic Government services, social programmes / schemes, etc.
- d. Financial inclusion, bank linkages, salary remittance from remote locations, financial counseling, and linkages to social security
- e. Healthcare counseling, health education and linkages with formal institutions/schemes
- f. Legal education, mediation and counseling services for workers facing disputes at work

[Note: Given that, DDU-GKY enables identity creation within the trainee enrolment process with due linkages to Aadhar Card, there will be limited identity related support requirements for an alumnus of DDU-GKY]

#### ***E. Minimum Infrastructure Requirement:***

The overall space of the Migration Support Centre shall be minimum 3000 sq. fts including the following physical infrastructure:

- a. Dormitory Facility the overall size of which might range between 1500 to 2000 sq. ft. Separate dormitory facility for male and female to be ensured.
- b. A common room that can be used a multi-purpose hall, the size of which could range between 600 and 1000 sq. ft.
- c. Two or Three rooms to serve as office and reception space which should be fully furnished with adequate power supply.
- d. The MSC should have 2-3 computers with basic accessories like scanner, UPS, printer, internet connection etc.
- e. There should be a provision for power backup such as generator or inverter
- f. A basic kitchen to prepare food for all candidates in transit and guests.
- g. Four toilets and bathrooms separate for men and women
- h. Proper Security alongside CCTV installation need to be done.

#### ***F. Scope of Work, Key Deliverables and Output:***

	<b>Proposed Intervention</b>	<b>Activities</b>	<b>Target Group / Outcome</b>
A	Youth Registration and identity Solutions	A1. Youth Registration	All DDU-GKY Candidates of concerned territory.
		A2. Facilitating sharing of Photo ID by companies to candidates	



		A3. Linkage to Government IDs Aadhar	
		A4. ESIC registration	
		A5. MSC Affiliation details (Plastic Card to be shared)	
B	Youth Counselling and post placement support	B1. Acclimatization Support	All DDU-GKY Candidates of concerned territory.
		B2. Post Placement and PPS Tracking	
C	Counselling and literacy workshop for youth	C1. Legal literacy	Per Quarter 2 Camps minimum 150 youth /Camp (8 camp in a year)
		C2. Principal Literacy	
		C3. Coordination for Insurance Linkage (PMJJBY & PMSBY)	
		C4. Pension Linkage (APY)	
		C5. Occupational Health Hazard	
		C6. Routine Health Check-up	
		C7. Facilitation in opening of bank account	
		C8. Coordination for Ayushman card and other related benefits	For All registered youth
D	Monthly Basis Task and Report	D1 Helping Service (Toll free number)	For All registered youth
		D2. Linkages to open schooling and access to further education opportunities	As and when required
		D3. Facilitation in Monthly Transportation (Bus/ Train/Metro)	As and when required
		D4. Facilitation in Railway Ticket	As and when required
		D5 Distribution of MSC Books (Hard & Soft Copy)	As and when required
		D6. Facilitation parents Exposure meet	As and when required
		D7. Facilitation During physical placement verification by CGSRLM	As and when required
E	E1. Providing access to placement services including transitioning support from one job to another for career progression		100 (Annual)
	E2. MSC will facilitate in linking for regular job opportunity per month in coordination with various leading companies with the purpose of career progression increase retention of DDUGKY placed candidate.		

	E3. MSC will facilitate and ensure the average salary of 70% of registered candidates should increase Rs.500/- in this FY i. e. MSC will share the half yearly report regarding this analysis.	
F	Alumni Meet	2 Alumni meet in a year
	CxO meet	1 CxO meet per year with prominent employers of that locality

A) Costing for conducting Alumni meet at least twice in a year and one CxO meet with all prominent employers of that locality will be paid as reimbursable on actual basis with a prior approval from MD CGSRLM.

B) Rs. 350/- per person per day will be paid on actual basis for lodging and boarding charges of candidates.

The agency shall conduct one CxO meet with all prominent employers of that locality with prior approval from CGSRLM. The excess expenditure shall be reimbursed as per actual.

### **G. Payment Schedule**

Payment will be released to party, based on periodic submission of documents as mentioned in deliverables:

<b>Milestone &amp; Time Line</b>	<b>Target</b>	<b>Payment</b>
After 01 month of establishment of MSC	Establishment of center- on inspection of center (physically/ virtually) and after approval of MD, CGSRLM	10% of the Contract Value
Completion of 1 <sup>st</sup> Quarter and successful delivery of assignments, submission of required report and approval from MD, CGSRLM	Minimum 25% of the total Candidate target at proposed location.	20% of the Contract Value
Completion of 2nd Quarter and successful delivery of assignments, submission of required report and approval from MD, CGSRLM	Minimum 25% of the total Candidate target at proposed location.	20% of the Contract Value
Completion of 3rd Quarter and successful delivery of assignments, submission of required report and approval from MD, CGSRLM	Minimum 25% of the total Candidate target at proposed location.	20% of the Contract Value
Completion of 4th Quarter and successful delivery of assignments, submission of required report and UC and audited accounts and approval from MD, CGSRLM	Minimum 25% of the total Candidate target at proposed location.	30% of the Contract Value

#### **NOTE –**

1. The financial evaluation will be done on the basis of Lumpsum amount quoted by the bidder as per financial proposal.

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***2. REIMBURSABLE EXPENSES WILL BE PAID ON ACTUAL BASIS WHICH WILL INCLUDE –***

A) Costing for conducting Alumni meet at least twice in a year and one CxO meet with all prominent employers of that locality will be paid as reimbursable on actual basis with a prior approval from MD CGSRLM.

B) Rs. 350/- per person per day will be paid on actual basis for lodging and boarding charges of candidates.

**H. Reports and other documents –**

Based on the deliverables consultant has to submit reports on monthly, quarterly, half yearly and yearly basis. Format of reports and other documents will be finalized in consultation with CGSRLM.

**I. Duration of Contract**

1. The total tenure of the assignment will be 3 years. Initially contract will be signed for 1 year from date of signing of the contract and would have a provision of 2 years extension on yearly basis based on the requirement of CGSRLM and performance of agency, unless terminated earlier by the CGSRLM for whatsoever reason.

**J. Facilities and Services to be provided by client -**

- (a) CGSRLM will designate key-official as nodal officer for this assignment to ensure that the assignment is implemented as per Contract.
- (b) Make available program documents whichever is required for the assignment.
- (c) Logistical supports like transportation, supplies & stationary and etc., will not be provided by the Client.

**K. Review and Monitoring of the assignment -**

- i. The performance of the Consultant will be reviewed on the basis of work done and deliverables mentioned in the contract. Consultant performance will be reviewed quarterly; a review mechanism will be put in place. Consultant has to deliver the services on monthly, quarterly and yearly basis, during review if any shortfalls are seen than penalty will be imposed for non- performance before evoke the termination provision.
- ii. The work of the consultant and the final output / deliverables submitted by the consultant would be reviewed by the following committee and efforts would be made to communicate to the consultant the observations / comments / appraisal within 7 days of submission of the deliverables. The consultant shall comply with the observation and comments.

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iii. Review committee will include-

- 1) Mission Director(CGSRLM) - Chairman
- 2) Joint Mission Director(CGSRLM)
- 3) State Programme Manager - Skills / Jobs
- 4) SPM-FM
- 5) SPM-Procurement
- 6) Program Managers of DDUGKY cell as designated by MD-CGSRLM

The acceptance of the reports submitted by the consultant will be subject to approval of Mission Director, CGSRLM.

**L. Penalty-**

Delay in achieving target will lead to penal imposition of contract value up to maximum of 20% of contract value. If the penalty reaches 20% of contract value the contract will suo-motto be terminated/as decided by SMD-CGSRLM which will be abide to both the parties. The penalty shall be imposed from the Performance security deposited and invoice raised by the agency.

**L. The Consultant needs to appoint following manpower for delivering the assignment -**

S. No.	Designation	Number	Duration
1	Centre Coordinator	1	Full Time
2	Counsellor	1	Full Time
3	Placement Coordinator	1	Full Time
4	Office Boy	1	Full Time
5	Security Guard	As per centre requirement	Full Time
<b>Note</b> – 1. Agency has to ensure that out of above key staff one staff has to be female. 2. Agency has to ensure that one staff has to be available at night during the stay of the candidates, especially female staff need to stay during night if female candidates are staying.			

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**Education and Qualification of Key Experts are as below –**

<b>Name of Position</b>	<b>Details of required Education and Qualification</b>
<b>Center Coordinator (1)</b>	<ul style="list-style-type: none"><li>• Minimum Qualification: - Post Graduate Degree or equivalent qualification from reputed institute/ university</li><li>• Minimum 05 Years of experience in managing center for any skill development project.</li><li>• Should have experience in the field of Placements, Industry Linkages, Recruitment, etc.</li><li>• The Candidate should have sound knowledge of English, Hindi and local language for the applied MSC</li></ul>
<b>Placement coordinator (1)</b>	<ul style="list-style-type: none"><li>• Minimum Qualification: - Post Graduate Degree or equivalent qualification from reputed institute/ university</li><li>• Should have minimum 03 Years of experience in the field of Placements, Industry Linkages, Recruitment, etc.</li><li>• The Candidate should have sound knowledge of English, Hindi and local language for the applied MSC</li><li>• Should have knowledge about the Placement tracking system.</li><li>• Experience in working with the employers for placing the trained youth will be preferred.</li></ul>
<b>Counsellor (1)</b>	<ul style="list-style-type: none"><li>• Must be a Post Graduate in psychology or equivalent</li><li>• The Candidate should have sound knowledge of English, Hindi and local language for the applied MSC</li><li>• Able to communicate confidently and politely, with good communication skills</li><li>• Minimum 1 years' experience in counselling, candidate with experience in Skill Development has to be preferred.</li></ul>

-----End of ToR-----

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## **PART II**

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

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## CONTRACT FOR CONSULTING SERVICES

### CONTRACT No. *[insert]*

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address<sup>5</sup>]*.

WHEREAS, the Client has received financing from the World Bank which is being used for this contract (and accordingly the relevant provisions of Bank’s Procurement Regulations and Anti-Corruption Guidelines shall be applicable to this Contract), and the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

**2. Term** The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

**3. Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

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<sup>5</sup> Avoid use of “P.O. Box” address

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B. Schedule of Payments

The schedule of payments is specified below<sup>6</sup>:

*[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]*

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

**4. Project Administration**

A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Inspections and Auditing**

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without

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<sup>6</sup> Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.



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limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software<sup>7</sup>.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be<sup>8</sup> *[insert language]*
- 13. Dispute Resolution<sup>9</sup>** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

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<sup>7</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

<sup>8</sup> The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

<sup>9</sup> In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

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**14. Termination**

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel and corresponding unit rates

Annex C: Consultant's Reporting Obligations

**-----End of RFP Document-----**