

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: 157/DIF/WB/Tender/2020, Date 11/02/2020

Selection of Consulting Services:

Program Management Consultant (PMC) for Implementation of Integrated Financial Management Information System (IFMIS) in the Government of Chhattisgarh, India

Client: Government of Chhattisgarh, India.

Country: India

Program: Chhattisgarh State Public Financial Management and Accountability Program

Issued on:

11 February 2020

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The RFP is not an agreement and is neither an offer nor invitation by the Department to the prospective Applicants or any other person. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at by the Department in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.

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the Department or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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PART I

Section 1. Notice Inviting Tender



Directorate of Institutional Finance, Nava Raipur Government of Chhattisgarh

4th Floor, Block -I, Indravati Bhawan, Nava Raipur Atal Nagar, Dist Raipur Dated: 11/02/2020

Website: <http://eproc.cgstate.gov.in>, <http://cgdif.nic.in/>

REQUEST FOR PROPOSAL

RFP No./157/DIF/WB/Tender/2020 Dt. 11.02.2020,

Name of work	Date and time of submission of proposal (online)
Selection of a Program Management Consultant (PMC) For Implementation of Integrated Financial Management Information System (IFMIS) in the Government of Chhattisgarh, Nava Raipur Atal Nagar, Dist. Raipur (C.G.)	12-03-2020 At 15:00 hrs

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <https://eproc.cgstate.gov.in>. The bids are to be submitted online on the same website only as per procedure given in this document after making on payment of bid participation fees online.

Amendment/Modification/corrigendum, if any, will only be uploaded on the website and shall not be published in any newspaper.

**Director
DIF**

The Government of Chhattisgarh (hereinafter called "Borrower") has applied for financing from the International Bank for Reconstruction and Development (IBRD) (the "Bank") in the form of a loan (hereinafter called "loan") toward the cost of **Chhattisgarh State Public Financial Management and Accountability Program**. The Finance Department, Government of Chhattisgarh, an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Finance Department, Government of Chhattisgarh and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan¹ agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or

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

entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.

1. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **Program Management Consultant (PMC) For Implementation of Integrated Financial Management Information System (IFMIS) in the Government of Chhattisgarh, India**
2. More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under Quality and Cost Based Selection (QCBS) procedures and in Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants’ Guidelines which can be found at the following website: www.worldbank.org/procure.
4. The RFP includes the following documents:
 - Section 1 – Notice Inviting Tender
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal (FTP) - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
5. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours Sincerely

**The Director,
Directorate of Institutional Finance,
4th Floor, Block – I, Indravati Bhawan,
Nava Raipur Atal Nagar,
Chhattisgarh, India.
Tel: +91 771 2510841 / 2510840
Fax: +91 771 2510841
E-mail: dif.cg@gov.in**

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant²]* agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.

² [*“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*]

- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (q) “Performance Bank Guarantee” shall mean the guarantee provided by a Scheduled Commercial Bank/ Nationalized Bank to the Client by the successful bidder.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (w) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work,

activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant through Notice Inviting Tender, in accordance with the method of selection specified in the **Data Sheet**, as per the **RfP No. 157/DIF/WB/Tender/2020 Dt. 11.02.2020** for Selection of a Program Management Consultant (PMC) for Implementation of Integrated Financial Management Information System (IFMIS) in the Government of Chhattisgarh, India.

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

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

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

3. Conflict of Interest

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

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

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

a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its

Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

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

c. Conflicting relationships

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

4. Unfair Competitive Advantage

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

5. Corrupt and Fraudulent Practices

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

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

6. Eligibility

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

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

a. Sanctions

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

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

b. Prohibitions

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

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

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

c. Restrictions for Government-owned Enterprises

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

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights

and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

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

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

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

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

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

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

- 9. Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity** 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.
12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
- a. Extension of Validity Period** 12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

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

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. **The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.**

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

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

13. Clarification and Amendment of RFP

13.1 The Consultant may request 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. 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.

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 if permitted in the **Data Sheet**.

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

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

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

15. Technical Proposal Format and Content

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

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

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

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for

Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

- a. Price Adjustment** 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals** 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 Not applicable.
- 17.5 Not applicable.

17.6 Not applicable

17.7 Not applicable.

17.8 Not applicable.

18. Confidentiality

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

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

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

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members and (ii) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

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

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

**21. Evaluation of
Technical Proposals**

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

**22. Financial Proposals
for QBS**

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

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

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

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

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum

technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

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

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

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

26. Conversion to Single Currency

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

27. Combined Quality and Cost Evaluation

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

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

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

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

c. Least-Cost Selection

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

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

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

b. Technical negotiations

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

c. Financial negotiations

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

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

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

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

29. Conclusion of Negotiations

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

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

30. Award of Contract

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

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

30.3 Bidder should submit a Performance Bank Guarantee (PBG) amounting to 10% of contract value.

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
1 (c)	INDIA
2.1	<p>Name of the Client: The Director, Directorate of Institutional Finance, Government of Chhattisgarh</p> <p>Method of selection: as per Quality and Cost Selection Method (QCBS)</p> <p>Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated July 2014 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Program Management Consultant (PMC) for Implementation of Integrated Financial Management Information System (IFMIS) in the Government of Chhattisgarh, India</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 28 February 2020 Time: 11:30 a.m. Address: Directorate of Institutional Finance, 4th Floor, Block – I, Indravati Bhawan, Nava Raipur Atal Nagar, Chhattisgarh, India. Contact person/conference coordinator: Mr. Satya Prakash Soni, Additional Director, Directorate of Institutional Finance Telephone: +91 771 2511976 Fax: +91 771 2510840 E-mail: adif.cg@nic.in</p>
2.4	Not applicable

6.3.1 A list of debarred firms and individuals is available at the Bank’s external website: www.worldbank.org/debarr

B. Preparation of Proposals

9.1 This RFP has been issued in the English language.
Proposals shall be submitted in English language.
All correspondence exchange shall be in English/Hindi language.

10.1 The Proposal shall comprise the following three (3) envelopes/Parts:

Part 1: The documents should be Scanned, upload and submit in original sealed envelope	Key submissions
Part 2: The documents should be Only Scanned and upload	Technical proposal
Part 3: To be Submitted only in online	Financial proposal

a. **Envelope 1: “Key Submissions”** (All documents should be Scanned, uploaded and submitted in original sealed Part.)

The following documents shall be submitted in Part 1 –

- i. Copy of online Payment Receipt of non-refundable processing fee Rs. **2,000/-** (Indian Rupees Two Thousand only).
- ii. **Earnest Money Deposit (EMD)** for an amount of **INR 5 Lakhs**. As the bid is to be submitted only online, the bidders are required to make online payment(s) of EMD using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc. For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link (Payments accepted online on the eProcurement portal <https://eproc.cgstate.gov.in>).
- iii. RFP with draft agreement duly signed in blue indelible ink and stamped by the authorized representative of the bidder.

b. **Envelope 2: “FULL TECHNICAL PROPOSAL (FTP)”** (All documents should be Scanned, uploaded and submitted in original sealed Part.)

- (1) Power of Attorney to sign the Proposal
- (2) Affidavit of Correct Information
- (3) TECH-1

	<p>(4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6</p> <p style="text-align: center;">AND</p> <p>c. <u>Envelope 3: “FINANCIAL PROPOSAL (FTP)”</u> (<i>All documents should be Scanned, uploaded and submitted in original sealed Part.</i>)</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) Not Applicable (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	Statement of Undertaking is required: Yes
11.1	Participation of Sub-consultants and Non-Key Experts in more than one Proposal is permissible: No Participation of Key Experts in more than one Proposal is permissible: No
12.1	Proposals must remain valid for 180 calendar days after the proposal submission deadline (i.e., until: 12/09/2020).
12.4	Any extension of validity period will be hosted on e-procurement portal and an e-mail will be sent to each Consultant. The Consultants may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in Data Sheet 2.3 .
13.1	Clarifications may be requested no later than 07 days prior to the submission deadline. The contact information for requesting clarifications is: Mr. Satya Prakash Soni, Additional Director, Directorate of Institutional Finance, 4th Floor, Block – I, Indravati Bhawan, Nava Raipur Atal Nagar, Chhattisgarh, India. Telephone: +91 771 2511976 Fax: +91 771 2510840 E-mail: adif.cg@nic.in
13.1.1	The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.
13.1.2	The Client will host extension of submission deadline on the e-procurement portal.
13.2	A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals.

	<p>(a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the ‘Proposal’.</p> <p>(b) For this purpose, modification/withdrawal by other means will not be accepted.</p> <p>(c) The modification and consequential re-submission of proposals is allowed any number of times.</p> <p>(d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is allowed as applicable to the e-procurement system</p>
14.1.1	Not applicable
14.1.2	<p>Estimated input of Key Experts’ time-input:</p> <p>Estimated input of Key Experts’ time-input: 144 person-months.</p>
14.1.3	The Consultant’s Proposal must include <u>the minimum</u> Key Experts’ time-input of 144 person-months.
14.1.4 and 27.2	Not Applicable
15.2	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<i>-(1) any direct /indirect tax applicable, duties/levies/other cost or part of cost that is reimbursable to the consultant as per the applicable law.</i>
16.2	A price adjustment provision applies to remuneration rates: No
16.3	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>Information on the Consultant’s tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in and https://services.gst.gov.in/services/login</p>
16.4	The Financial Proposal shall be stated in INR only.
C. Submission, Opening and Evaluation	
17.1	Electronic – Procurement System

	<p>The Client shall use the following electronic-procurement system to manage this Selection process: https://eproc.cgstate.gov.in</p> <p>The Consultants shall submit their Proposals electronically on the e-procurement portal.</p> <p>The electronic submission procedures shall be as follows:</p> <p>The Consultants shall submit their Proposals (both Technical and Financial) electronically following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website:</p> <p>(a) To participate in the e-tendering process, it is mandatory for the consultants to have required Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link www.cca.gov.in or permissible by the e-Procurement website.</p> <p>(b) The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration.</p> <p>(c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 10 MB and there is no limit on the number of files to be uploaded.</p>
17.4	<p>The Consultant must submit following in online mode only:</p> <p>(a) Key Submissions (b) Technical Proposal (c) Financial Proposal</p>
17.7 and 17.9	<p>The Online Proposals must be submitted no later than:</p> <p>Date: 12 March 2020 Time: up to 03:00 p.m.</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: Yes, as per below procedure.</p> <p>The procedure for online opening of technical proposals shall be: <i>Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.</i></p> <p>Date: 13/03/2020 Time: 11:30 a.m.</p> <p>Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:</p>

	Directorate of Institutional Finance, 4th Floor, Block – I, Indravati Bhawan, Nava Raipur Atal Nagar, Chhattisgarh, India. <i>[In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day]</i>		
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: Not Applicable		
21.1 (for FTP)	The applicant must satisfy the mandatory criteria as below: -		
	Sno.	Parameters	Shortlisting criteria and description
	1.	Registered Legal Entity	A company incorporated under the Companies Act in India OR a limited liability partnership registered in India and in operation in India for a period of at least 5 years from Tender/RFP Issuance date. The bidder must have a valid Goods and Service Tax (GST) registration in India.
	2.	Minimum Experience	Should have experience as Program Management Consultancy (PMC) in at least three Government assignments including Quasi Govt agencies/PSU relating to implementation of IT projects in India in the last 5 years with a minimum PMC value of 1 cr. per project, out of which 1 project should be in IFMIS Implementation with the project implemented in multiple locations and with minimum of 100 users.
			Evidence Required
			<ul style="list-style-type: none"> • Copy of Certificate of Incorporation • Valid GSTIN No. and copy of Registration Certificate • Bidder PAN details • Registration Certificate
			Description of experience of Bidder to be submitted in Form Tech II supported by a Client certificate and Work Order.

3	Financial Stability	Bidder should have an annual turnover of at least INR 20 Crores. in each of the last three years (FY 2016-17, 2017-18 and 2018-19) from IT Consulting Services in India.	Audited financial statements for the last three financial year. OR Certificate from statutory auditor/chartered accountant.
4	Net Worth	The bidder should have a positive net worth as at the close of the last financial year, i.e. (as at March 31, 2019).	Certificate from Statutory Auditor/Chartered Accountant certifying the net worth as at March 31, 2019
5	Blacklisting	The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies in India (as on date of bid submission)	Declaration in this regard by the authorized signatory of the bidder (and sub-contractor, if applicable) should be attached.

The documents submitted as evidence for fulfilling the mandatory eligibility criteria (as mentioned in the table above) shall form a part of Technical Proposal, Envelope 2.

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals: 10 Points

EVALUATION CRITERIA		POINTS
I	Specific experience of the Consultant (<i>as a firm</i>) relevant to the assignment	
	Evaluation Sub-Criteria	
(i)	The consultant should demonstrate adequate experience in projects related to the areas of Requirements Gathering (AS-IS, TO-BE, Gap Analysis, including Business Process Re-engineering, Capacity building, IT Infrastructure assessment, Change Management) in Government, Quasi-government, Banking sector, public finance domain.	3
(ii)	The consultant should demonstrate adequate experience in projects related to Project Management Consulting for monitoring, evaluation, contract management support in FMIS implementation in Government, Quasi-government, Banking sector, Public Finance domain.	3
(iii)	The consultant should demonstrate adequate experience in projects related to below areas in technology consulting in large IT projects preferably in Government:	4

	<ul style="list-style-type: none"> • Architecture Consulting including development of Enterprise or Unbundled Architecture for Government departments across the states or central government. • Experience in development of technology roadmap for their clients including Data Governance, Open Data Strategy and Information Security architecture. 	
TOTAL POINTS (Criteria-I)		10

II.	Adequacy and Quality of the Proposed Methodology, and Work Plan Responding to Terms of Reference (TOR) <i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i>	POINTS
Evaluation Sub-Criteria		
A	Technical Approach and Methodology (Presentation)	10
B	Work Plan (Presentation)	05
C	Technical Proposal by Bidder	15
TOTAL POINTS (Criteria-II)		30

III.	Key Experts' Qualifications and Competence for the Assignment <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i>	
Key Experts		Points
K-1	Team Leader	20
K-2	System Architect	15
K-3	Business Analyst	15
K-4	PFM Specialist	10
TOTAL POINTS (Criteria-III)		60

	<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 style="margin-left: 40px;">1) General qualifications (general education, training, Memberships and experience): 20%</p> <p style="margin-left: 40px;">2) Adequacy for the Assignment (relevant education, training, experience in the government or semi-government sector/similar assignments): 80%</p> <p style="margin-left: 40px;">Total weight: 100%</p>	
TOTAL POINTS FOR THE TECHNICAL CRITERIA		100

Technical Criteria & Weightage		Points
I	Specific Experience of The Consultant (<i>As A Firm</i>) Relevant To The Assignment	10
II	Adequacy and Quality of the Proposed Methodology, and Work Plan Responding to Terms of Reference (TOR)	30

	<table border="1"> <tr> <td>III</td> <td>Key Experts' Qualifications and Competence for the Assignment</td> <td>60</td> </tr> <tr> <td colspan="2" style="text-align: center;">TOTAL POINTS (Criteria I+II+III)</td> <td style="text-align: center;">100</td> </tr> </table> <p style="text-align: center;">The minimum technical score (St) required is: 70</p>	III	Key Experts' Qualifications and Competence for the Assignment	60	TOTAL POINTS (Criteria I+II+III)		100
III	Key Experts' Qualifications and Competence for the Assignment	60					
TOTAL POINTS (Criteria I+II+III)		100					
23.1	An online option of the opening of the Financial Proposals is offered: Yes						
23.2	<p>Notifications to the Consultants will be sent as following: The Client shall notify the Consultants online through e-procurement portal.</p> <p>Consultants have an option to attend the opening of the Financial Proposals in person through authorised representative. Date: 16.03.2020 Time : 12:30p.m. The opening shall take place at: Office of The Director, Directorate of Institutional Finance, 4th Floor, Block – I, Indravati Bhawan, Nava Raipur Atal Nagar, Chhattisgarh, India. Tel: +91 771 2510841 / 2510840</p>						
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Mr. Satya Prakash Soni, Additional Director, Directorate of Institutional Finance and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p> <p>The online opening procedure shall be as following:</p> <p>Financial proposals will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated in datasheet 23.2</p> <p>The procedure for notifying the Consultants on the results of the Financial opening shall be as following: same as in datasheet 23.2</p> <p>An option of presence in person is provided at the place, date and time as specified in datasheet 23.2</p>						
25.1	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices; and (b) all additional						

	<p>local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
26.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupees</p> <p>The official source of the selling (exchange) rate is: State Bank of India, Raipur, Chhattisgarh</p> <p>The date of the exchange rate is: Last date of submission of proposal</p>
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70 and P = 30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: 01/04/2020 Address: The Director, Directorate of Institutional Finance, 4th Floor, Block – I, Indravati Bhawan, Nava Raipur Atal Nagar, Chhattisgarh, India. Time: 12:30 P.M. IST</p>
30.1	<p>The Standstill Period is 10 Business Days after the date the Client has transmitted to all Consultants that submitted Proposals, the Notification of its Intention to Award the Contract to the successful Consultant. The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: http://cgdif.nic.in/</p>

32.2	The publication of the contract award information will be done on Directorate website http://cgdif.nic.in/
34.2	Expected date for the commencement of the Services: Date: 01.04.2020
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: Shri Prabhat Malik Title/position: Director Client: Directorate of Institutional Finance Email address: dif.cg@gov.in</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of this Request for Proposal;2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and the Client’s decision to award the contract.

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
“√”		Power of Attorney	Power of Attorney for signing the proposal in the prescribed format or copy of Board Resolution certifying the signing authority. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
“√”		Affidavit	Affidavit of Correct Information in the prescribed format on Rs.100/- (Rupees Hundred only) Stamp Paper duly notarized	
√	√	TECH-1	Technical Proposal Submission Form.	
“√”		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

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

POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the **Selection of Program Management Consultant(PMC) for Integrated Financial Management Information System (IFMIS) implementation in Chhattisgarh** by the,(Directorate of Institutional Finance, Nava Raipur Atal Nagar) (the “Director”) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Proposals' and other conferences and providing information / responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Proposal and generally dealing with the Department in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Department.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____

(Signature)
(Name, Title and Address)

Witnesses:

- 1
- 2

Accepted
(Signature)
(Name, Title and Address of the Attorney)

[Notarised]

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be notarized in the jurisdiction where the Power of Attorney is being issued.*

AFFIDAVIT OF CORRECT INFORMATION

[Rs.100/- (Rupees Hundred only) Stamp Paper duly notarized]

To,
The Director,
Directorate of Institutional Finance,
4th Floor, Block – 1,
Indravati Bhawan,
Nava Raipur Atal Nagar - 492002

With reference to the documents submitted to DIF, we hereby undertake that other than the details provided under RFP Submission, we have no dispute/ litigation/ legal proceedings against any of our clients, in any of our projects other than the listed.

All documents and information submitted in Technical Tender (including the above undertaking) are certified to be accurate, correct and final. In the event that any of the documents or information submitted by us is found to be in-accurate/ incorrect/ misleading, we understand that our Tender is liable to be cancelled or if contract is awarded, contract is liable to be terminated, without prejudice to any of the rights of DIF, which otherwise may be accruable to DIF.

I also undertake that I will furnish all other documents required under the Tender document or contract, after signing the agreement during execution of work.

Signature of Tenderer

Date: _____

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Director,
Directorate of Institutional Finance,
4th Floor, Block – I, Indravati Bhawan,
Nava Raipur Atal Nagar,
Chhattisgarh, India.

Dear Sir:

We, the undersigned, offer to provide the services of Program Management Consultant (PMC) for Implementation of Integrated Financial Management Information System (IFMIS) in the Government of Chhattisgarh 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 a Financial Proposal sealed in a separate envelope” .

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) 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 a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.]
- (g) 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.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (i) Details of Bidder:

(a) Name of Bidder	:
(b) Address of the office(s)	:
(c) Date of incorporation and/or commencement of business	:
Details of individual(s) who will serve as the point of contact / communication for DIF with the Bidder:	
(a) Name	:
(b) Designation	:
(c) Company/Firm	:
(d) Address along with Pin code	:
(e) Telephone number	:
(f) E-mail address	:
(g) Fax number	:
(h) Mobile number	:

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment. Also include the following in scanned copy:

- i. For Registered Legal Entity – *The bidder should be a company incorporated under the Companies Act in India OR a limited liability partnership registered in India and In operation in India for a period of at least 5 years from Tender/RFP Issuance date. The bidder must have a valid Goods and Service Tax (GST) registration in India.*
 - (a) Copy of Certificate of Incorporation
 - (b) Valid GSTIN No. and copy of Registration Certificate
 - (c) Bidder PAN details
 - (d) Registration Certificate
- ii. For Financial Stability and Net Worth – *Bidder should have an annual turnover of at least INR 20 Crores. in each of the last three years (FY 2016-17, 2017-18 and 2018-19) from IT Consulting Services in India. The bidder should have a positive net worth as at the close of the last financial year, i.e. (as at March 31, 2019).*
 - (a) Audited financial statements for the last three financial year. OR Certificate from statutory auditor/chartered accountant.
 - (b) Certificate from Statutory
 - (c) Auditor/Chartered Accountant certifying the net worth as at March 31, 2019
- iii. For No Blacklisting – *Bidder should not be a blacklisted entity in India.*
 - (a) Self-certification about not being blacklisted in India, in the format below:

SELF DECLARATION OF NO BLACKLISTING

To,
The Director,
Directorate of Institutional Finance,

4th Floor, Block – 1,
 Indravati Bhawan,
 Nava Raipur Atal Nagar - 492002

We confirm that our company is not blacklisted in any manner whatsoever by any State Government, Central Government or any other Public Sector undertaking or Corporation or Any other Autonomous organization of Central or State Government as on Bid submission date.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

Signature of Tenderer

Date: _____

2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

1. List only previous similar assignments in the last 10 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. 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 substantiate the claimed experience by presenting copies of relevant documents (work order/contract/ completion certificate).**

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

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mil/US\$0.5 mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.**

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

No. ⁴	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	Inception Report													
D-2	Progress Report													
D-3	AS IS study, Gap Analysis													
D-4													
D-5													

- 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.
4. For deliverables refer to the terms of reference (TOR)

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

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Time Based Contract Total time-input (in Man Months)		
		Position		LSD-1	D-2	D-3	...	TBD-...	TBD			Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}		[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
n														
TOTAL														

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

 Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

<p>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}</p>	

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

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 – ‘Time Based’ Contract

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Director,
Directorate of Institutional Finance,
4th Floor, Block – I, Indravati Bhawan,
Nava Raipur Atal Nagar,
Chhattisgarh, India.

Dear Sir:

We, the undersigned, offer to provide the Services of Program Management Consultant (PMC) For Implementation of Integrated Financial Management Information System (IFMIS) in the Government of Chhattisgarh 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}, “*including*” of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 SUMMARY OF COSTS

*Item***Cost**

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

Amount Rs.

Remuneration (Please note that amount shall be the same as in Form FIN-3)

Y 1

Total Cost of the Financial Proposal:

Y 1

{Should match the amount in Form FIN-1}

- (i) {insert type of tax e.g., VAT, service tax or sales tax}*
- (ii) {e.g., income tax on non-resident experts}*
- (iii) {insert type of tax}*

Total Estimate for Indirect Local Tax:

FOOTNOTE: PAYMENTS WILL BE MADE IN THE CURRENCY(IES) EXPRESSED ABOVE (REFERENCE TO ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION ('Time Based')

A. REMUNERATION.

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
KEY EXPERTS								
K-1	Team Leader		[Home]	[Home]				
			[Field]	[Field]				
n			[Home]	[Home]				
			[Field]	[Field]				
TOTAL								

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

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

“Fraud and Corruption

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party³;
- (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 obligation⁴;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁵;

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

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

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

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁶;
- (v) “obstructive practice” is
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights; (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁷, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁸ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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

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

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

Section 7 : Terms of Reference

Program Management Consultant (PMC) for Implementation of Integrated Financial Management Information System (IFMIS) in the Government of Chhattisgarh, India

Background

1. Government of Chhattisgarh ('GoCG') recognizes that improved development outcomes and value for money require strengthened PFM institutions, improvements in allocative efficiency of public expenditures, and a stronger accountability and control framework. In recent years, the GoCG has implemented a series of PFM reforms to support these goals and continues to scale up these reforms.
2. The reforms undertaken by the State Government include rolling out an online core treasury system (e-Kosh), electronic interfaces of the core Treasury system with HRMIS or e-Karmchari, GoI's Public Financial Management System (PFMS) for Central Schemes and Goods and Services Tax Network (GSTN) for GST integration, and implementation of the e-procurement system.
3. GoCG wants to further extend its PFM reform initiatives and has sought support from the World Bank in strengthening expenditure management including direct benefit transfers, tax administration systems and building capacity of its human resources and institutions handling management of public finances. The GoCG's PFM reform program has been approved by the Empowered Committee on 17 September 2018, in the context of the proposed financial support from the World Bank. The reforms are further supported by several Government Orders approving program activities. The GoCG program encompasses reforms in four broad areas: strengthening core financial management systems and services; strengthening revenue administration; strengthening financial management of local bodies; and improving efficiency in delivery of benefits of Central and State Schemes.
4. The objective of the Program is to improve accountability in the management of public finances; strengthen revenue administration; and improve efficiency in the delivery of benefits in selected schemes, in the state of Chhattisgarh.
5. Government of Chhattisgarh (GoCG), Department of Finance (DoF) have decided to strengthen Financial Management in the state. Computerisation of processes of planning, budgeting, budget execution, reporting and monitoring are essential components of an effective integrated government financial management system (IFMIS).
6. Government of Chhattisgarh plans to replace its existing state Financial Management System (e-Kosh), which was implemented in the treasuries and subtreasuries all across the state and is not only facing technology challenges currently, like stability issue, absence of SOA architecture and modularity approach, security, application backup etc. but also needs functional upgrade. It does not fulfil major requirements of the needed IFMIS therefore DoF has planned for IFMIS.

7. As a part of financial management modernization, Government has undertaken a study for design of an Integrated Financial Management System for the entire State. As per the reports from this study, GoCG aims to bring in reforms related to IT, policy and people, which would ensure better management of public financial resources.

Brief Overview of Directorate of Institutional Finance

8. Directorate of Institutional Finance (DIF) is a Directorate under Department of Finance. DIF is basically entrusted with responsibilities relating to coordination of procurement of institutional finance for all externally aided projects of the State Government. It also coordinates with various Government Departments, Corporations, Boards, Financial Institutions, Reserve Bank of India, and Government of India in the matter relating institutional finance and implementation Government sponsored programmes. Broad responsibilities of DIF is as under:
 - Monitoring role for ensuring adequate flow of institutional finance for several government sponsored program.
 - Promotional role to maximize institutional finance for development activities of the State.
 - Intermediary role to coordinate with banks/ other financing institutions to sort out problems between governmental agencies and banks.
 - Project Management and Coordination for externally aided projects as well as to provide general project preparation/ planning support to concerned departments and agencies of government.
 - Monitoring progress of externally aided projects in the State.
 - To draft yearly State Credit Plan for government sponsored employment-oriented schemes under poverty alleviation. The objective is to prepare State Credit Plan is to dovetail government plans with bankers plan thereby to assist district level bank functionaries to formulate their district credit plans.
 - Implementation of Bank Recovery Incentive Scheme.

Objective of the Assignment

9. The objective of this assignment is to develop e-Kosh into an Integrated Financial Management Information System (IFMIS) for enabling access to timely, comprehensive financial information to decision-makers in the Government. This will strengthen financial control at all levels of management and help inform decision making during budget preparation and budget execution.
10. This is intended to be achieved through Program Management Consultancy for IFMIS Implementation and Strengthening of Public Financial Management.

Detailed Scope of Work

PART A – Program Management Consultancy for IFMIS Implementation

- i. Support Directorate of Institutional Finance, GoCG in day to day program management.
- ii. Support Department of Institutional Finance, GoCG to work with participating department to develop annual action plans, budgetary requirements and allocations; Support the program teams in each of the partner departments in preparing the output matrix and the corresponding work plan with clear timelines, measurable targets, and work delegation;
- iii. Support Department of Institutional Finance, GoCG to develop and implement processes for periodic monitoring of progress to ensure achievement of the DLIs on a timely basis through effective coordination of all stakeholders;
- iv. Provide support to team in the verification of DLIs and ensure that the results are documented;
- v. Facilitate meetings of the PSC on a quarterly basis; Support the GoCG in conducting the Annual reviews and midyear reviews of the program by producing background documentation for the progress achieved;
- vi. Prepare regular communications that document project status, milestones achieved, risks, and issues that may jeopardize project progress.
- vii. Analyze and document progress/changes and disseminate findings and information on best practices and lessons learned on the program.
- viii. Monitoring and Supervision of Change Management and Capacity Building Plan of SI/NIC

PART B - Technical Assistance for strengthening Public Financial Management

PMC team will assist the Directorate of Institutional finance in fulfilling the indicative set of activities detailed out herein, including providing learning from similar activities taken up in other states by the PMC in supporting the Finance Department for achievement of the following key outcomes.

- i. Macro-fiscal model developed under a Medium-Term Fiscal Framework (MTFF) for forecasting of long-term macroeconomic and fiscal Indicators;
- ii. Development and implementation of new Public Investment Management Framework for capital investment Projects;
- iii. Policy on commitment controls along with procedures/guide lines developed;
- iv. Complete and timely State financial reports available in public domain [IFMS/e-Kosh systems];
- v. Structured training of GoCG staff in Public Financial Management and Public Procurement;
- vi. Develop Rules for Procurement of Services and SBDs for all types of procurement;
- vii. Update 'Chhattisgarh Financial Codes', and 'Chhattisgarh Treasury Codes' to ensure consistency with business processes and changes due to use of IT systems;
- viii. Any other, as may be considered necessary.

Deliverables:

Progress Reports

The timelines, key activities and deliverables of various phases of IFMIS implementation are given below.

Phase 1: Inception Phase (1 month)

During this phase, the consultant is expected to perform the following activities-

Ensure that a Project Charter is developed and agreed between GoCG and the consultant, which should include, detailed project schedules, milestones and related outputs, issue and risk management plans, scope management plans, quality assurance plans.

- Ensure that a review and quality assurance plan is fully developed and agreed by all parties through which monitoring guidelines and standards will be established against which all down-stream assessment will be carried out for all outputs/deliverables and outcomes

Deliverables:

- I. Inception Report & Project Implementation Plan
- II. Comprehensive Project Charter including Project Management Plan (PMP) covering
 - a. Issue management
 - b. Risk management
 - c. Quality assurance
 - d. Change Request Management
 - e. Project Communication Strategy

Phase 2: Validation of FRS, SRS and Solution Design (3 months)

During this phase, the consultant is expected to perform the following activities-

- Review the FRS developed by the current consultant, identify gaps- if any, identify further improvement opportunity and discuss with Finance to validate the FRS document and the required changes.
- Bring in the learnings of the ongoing IFMIS initiative in other states to understand the coverage and status, typical implementation issues and lessons learnt.
- Review the functional and technical architecture for implementing the IFMIS solution and suggest changes, if any.
- Conduct at least three workshops with relevant stakeholders for building common vision and understanding of the proposed IFMIS and developing best business practices.
- Assist NIC with the mapping of the proposed roles (resulting from the IFMIS implementation) with the roles/designations currently in place.
- Review the Data Governance and Exchange Structure, if proposed in FRS and suggest

appropriate structure for the desired data framework.

- Review the Information Security Standards proposed by the current consultant, if any, within the Finance Department and propose the desired To-be state for FMIS Implementation.
- Support in development of System Requirement Specification (SRS) and Solution Design Document (SDD) in line with the revised FRS

Deliverables:

- I. Gap Analysis and Recommendations/Suggestions on the documents reviewed
- II. Conducting workshops
- III. System Requirement Specification

Phase 3: Development Phase (12 months)

The consultant shall support Finance Department in development of IFMIS. In doing so the consultant will:

- Monitor and supervise the development of the IFMIS systems as per the design documents;
- Assist DIF in risk mitigation, alternate planning etc. to keep the project on course
- Support SI/NIC team in understanding business processes for facilitating system development
- Review and finalise data migration/preparation plan. Review the technical documentation such as user guides, training manuals and system specifications prepared for completion and utility;
- Milestone achievement must be carefully scrutinized ensuring readiness of the target environment to utilize the outputs from the milestone in an effective and timely manner
- Assist in finalizing a data migration strategy and approach as required
- Finalization of use cases for Testing of the system
- Assist in creation of Test plan and Check list for Testing and final Test report format.
- Assist in Finalization of Key-Deliverables as mentioned in Part B

Deliverables:

- I. Data migration strategy
- II. System Test Use cases

Phase 4: Testing & PoC Phase (includes UAT, Data Migration, and User Training (9 months))

The Consultant will assist to and work with the Government Teams and relevant stakeholders to support the following activities and report on issues if any:

- Assist DIF in preparing the UAT plans and test scripts based on the SRS. Provide the necessary support to departments for UAT.
- Review the training content prepared by SI/NIC & recommending changes.
- Assist DIF in batch creation and supervision of training and capacity building
- All the relevant data has been migrated; timely and accurate reports are generated
- Plan and Coordinate with different departments for PoC of the solution
- Creation of Document and Knowledge management for the PoC for Final deployment

Deliverables:

- I. Testing Report post UAT Workshop
- II. Certification from 10% of Departments on PoC

Phase 5: Go-live and Roll out Phase (11 months)

- The Consultant will work with the Government Teams, SI/NIC and other contributing teams to establish a “template” to guide the planning and execution of roll out strategy.
- During the rollout phase, the Consultant will assist in monitoring progress, issues and issue resolution, and acceptance of the Projects deliverables
- Once the IFMIS rollouts have been completed, the Consultant will conduct a Post-Implementation Assessment and present a study report and way forward towards sustaining the IFMIS initiative.

Deliverables:

- I. Post Implementation Assessment Report

Payment Terms

11. Payment to selected bidder for the scope of work done will be released as per the following schedule:

1. Monthly payable consultancy fee based on attendance & MPR (distributed equally across 36 months)		75%
2. Milestone linked consultancy fee on meeting the deliverables (as per below break up)		25%
S. No	Phase Milestones	Percentage
2a	<i>Inception Phase (1 month)</i>	4%
2b	<i>Validation of FRS, SRS and Solution Design (3 months)</i>	4%
2c	<i>Development Phase (12 months)</i>	4%
2d	<i>Testing & PoC Phase (includes UAT, Data Migration, and User Training (9 months)</i>	4%
2e	<i>Go-live and Roll out Phase (11 months)</i>	9%

List of Key Experts

S. No.	Position	Qualification/ Experience
K-1	Team Leader	<ul style="list-style-type: none"> • He / She shall be a graduate in Information Technology/ Computer Science and a Post Graduation in Business Administration/Finance. • The consultant should preferably have at least 10 years of experience in Project Management, IT Systems, functional testing, Software Development Life Cycle and related areas. • Preferably should be having certification in project management and experience in relevant areas • Should have relevant experience in managing IT projects for Government Organizations in India and abroad. • Experience of working in at least one implementation of Government Financial Management Information System in India • Must possess strong experience in change management, conducting training and capacity building programs • Should preferably have international experience in managing similar projects
K-2	Business Analyst	He/She should be a Graduate and should have minimum 5 years of experience as a Business Analyst. Should have experience of As-Is, To-Be, Business Process Reengineering, System Requirement Specifications and System Testing. Should have experience of working in at least one IFMIS project in India.
K-3	System Architect	<ul style="list-style-type: none"> • The consultant should be a Graduate in Computer Engineering or MCA or Masters in Computer Science. • Total Experience of 7 years or more as IT Solutions Architect (including Technical Architectural Consulting) • Should have understanding of high level and low level design elements and should be able to define system solutions based on user/client needs, cost and required integration with existing applications, systems, or platforms. • Experience of working in at least one Government Integrated Financial Management System
K-4	PFM Specialist	<ul style="list-style-type: none"> • He/she should be a Chartered Accountant/MBA,

S. No.	Position	Qualification/ Experience
		<p>MA Economics with a minimum experience of 7 years.</p> <ul style="list-style-type: none"> • Should have a proven track record of successfully implementing large-scale financial management system in the Public Sector. • Should have understanding of GFRs of Government of India and/or States. Also should have experience of working in State Financial function either as a consultant or practitioner. • Should have previous experience in developing or updating financial rules/codes. • Should have experience in various PFM modules

Time duration

The total project period will be 36 months. Initially, it would be for a period of 24 months with a possible extension for a further period of 12 months, subject to satisfactory progress report by a mid-term evaluation. The review will incorporate modification, abandonment or inclusion of activities based on progress and emerging requirements.

PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

CONTRACT FOR CONSULTANT'S SERVICES

**Program Management Consultant (PMC) For Implementation of
Integrated Financial Management Information System (IFMIS) in the
Government of Chhattisgarh**

RFP No.:157/DIF/WB/Tender/2020 Dt. 11.02.2020

Program Name: Chhattisgarh State Public Financial Management and Accountability
Program

[Loan/Credit/Grant] No. _____

Contract No. _____

between

Director, Directorate of Institutional Finance, Government of Chhattisgarh
[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Format for Performance Bank Guarantee

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

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

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

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

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

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

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

[Authorized Representative of the Consultant – name and signature]

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

I. Form of Contract

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

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

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

2. Relationship between the Parties

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

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

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

**b. No
Breach of
Contract**

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

**c. Measur
es to be
Taken**

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

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

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

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

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

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

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

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

19. Termination

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

a. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;

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

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

**b. By the
Consultant**

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

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessati
on of Rights
and
Obligations**

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

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

d. Cessation of Services

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

e. Payment upon Termination

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

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

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

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

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

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

**21. Conflict of
Interests**

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

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

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

26. Reporting Obligations

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

27. Proprietary Rights of the Client in Reports and Records

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

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

28. Equipment, Vehicles and Materials

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

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

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

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts

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

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

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultants

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

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

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

33. Replacement/ Removal of Experts – Impact on Payments

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

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

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

36. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

37. Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of the Client

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

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

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

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to

perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**40. Payment
Obligation**

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**42. Remuneration and
Reimbursable
Expenses**

42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

42.3 Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval

of the Client, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

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

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

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

(a) Not applicable

(b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(d) *The Final Payment.* The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90)

calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

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

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

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

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

49. Dispute Resolution

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

II. General Conditions

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

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

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

“Fraud and Corruption

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁹;
- (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 obligation¹⁰;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹¹;

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

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

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

III. Special Conditions of Contract

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹²;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures¹³, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated¹⁴ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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

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

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

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : The Director, Directorate of Institutional Finance, 4th Floor, Block – I, Indravati Bhawan, Nava Raipur Atal Nagar, Chhattisgarh, India. Tel: +91 771 2510841 / 2510840 Fax: +91 141 2510841 E-mail (where permitted): dif.cg@gov.in</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state “N/A”; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: The Director, Directorate of Institutional Finance, Chhattisgarh For the Consultant: <i>[name, title]</i> _____</p>
11.1	<p>The effectiveness conditions are the following:</p> <p>(1) <i>This contract shall come into force and effect on the date (the “effective date”) of the client’s notice to the Consultant instructing the consultant to begin carrying out the services.</i></p> <p>(2) <i>The client’s notice to the consultant will be issued only once it is satisfactorily verified that the consultant has all the key experts as well as non-key staff on board.</i></p>

III. Special Conditions of Contract

	<p><i>(3) The Consultant will have to ensure all the key experts as well as the non-key-experts (staff) is on board at the time of commencement of performance of services.</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective: The time period shall be one (01) month</p>
13.1	<p>Commencement of Services: The number of days shall be 15 days Deployment of resources is expected within 15 days of issuance of work order. Any delay in deployment would attract a penalty of INR 1,00,000 per resource per week from the professional fees. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract: The total project period will be 36 months. Initially, it would be for a period of 24 months with a possible extension for a further period of 12 months, subject to satisfactory progress report by a mid-term evaluation. The review will incorporate modification, abandonment or inclusion of activities based on progress and emerging requirements. The contract will be initially signed for a total period of 24 months. There will be a possible extension for a further period of 12 months.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds one times the total value of the Contract; (b) This limitation of liability shall not</p>

	<p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law in India”.</p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of “equal to the value of contract”</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of 1.5 times of value prescribe in MV act 1988, India.</p> <p>(c) Third Party liability insurance, with a minimum coverage of “<i>in accordance with the applicable law in the Client’s country</i>”</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate;</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p>27.1</p>	<p>(i) The client holds sole ownership and all propriety rights for the performance of services under this contract.</p> <p>(ii) The consultant shall not retain any copy(ies) of any document(s), data, reports, data and information such as maps, diagrams, plans, database, other documents etc.</p> <p>(iii) The consultant shall not retain any copy(ies) of any software prepared /created in the performance of services.</p> <p>(iv) The consultant shall not retain any copy(ies) of other documents, supporting documents, records, or material compiled or prepared by the consultant for the client in the course of performance of services.</p> <p>(v) The consultant shall, not later than upon termination or expiration of this contract, deliver all such documents, records, database, software, etc. to the client, together with a detailed inventory thereof.</p> <p>(vi) The consultant shall not use any document, data, and/or software etc. for any purpose whatsoever without the prior written approval of the client.</p> <p>(vii) The consultant shall maintain absolute confidentiality regarding the performance of services under this contract during the performance of services and even after the expiration of this contract and shall not disclose any information whatsoever without the prior written approval of the client.</p>

III. Special Conditions of Contract

27.2	The Consultant shall not use these documents and software for any other purpose including purposes unrelated to this contract without the prior written approval of the client.								
30.2	<p>Any change in team composition of Key Experts for conducting activities of Part A during the tenure of the assignment should be followed only after approval of the authority. Such change would attract a penalty of INR 2,00,000 from the professional fees for each such change in key personnel. The penalty specified above will not be applicable in case of resignation, demise, disablement of the personnel or removed at the behest of the authority. Consultant has to give an affidavit that the Key Experts being substituted is no longer in service/ association with the consulting firm on any other project.</p>								
39.1 and 39.2	<p>The consultants, sub-consultants and the Personnel shall pay the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.</p> <p>The client warrants for both the foreign and Domestic consultancy firms, the Consultancy services taxes (or its successor tax) paid in India in respect of this contract will be reimbursed on production of documentary evidence of payment.</p>								
41.2	<p>The payment schedule:</p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p>1st payment: <i>[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]</i></p> <p>2nd payment: _____</p> <p>.....: _____</p> <p>Final payment: _____</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i></p>								
42.1	<p>Payment to selected bidder for the scope of work done will be released as per the following schedule:</p> <table border="1" data-bbox="459 1692 1507 1883"> <tr> <td data-bbox="459 1692 1328 1766">1. Monthly payable consultancy fee based on attendance & MPR (distributed equally across 36 months)</td> <td data-bbox="1328 1692 1507 1766">75%</td> </tr> <tr> <td data-bbox="459 1766 1328 1839">2. Milestone linked consultancy fee on meeting the deliverables (as per below break up)</td> <td data-bbox="1328 1766 1507 1839">25%</td> </tr> <tr> <td data-bbox="459 1839 586 1883">S. No</td> <td data-bbox="586 1839 1328 1883">Phase Milestones and Deliverables</td> </tr> <tr> <td data-bbox="1328 1839 1507 1883">Percentage</td> <td></td> </tr> </table>	1. Monthly payable consultancy fee based on attendance & MPR (distributed equally across 36 months)	75%	2. Milestone linked consultancy fee on meeting the deliverables (as per below break up)	25%	S. No	Phase Milestones and Deliverables	Percentage	
1. Monthly payable consultancy fee based on attendance & MPR (distributed equally across 36 months)	75%								
2. Milestone linked consultancy fee on meeting the deliverables (as per below break up)	25%								
S. No	Phase Milestones and Deliverables								
Percentage									

III. Special Conditions of Contract

	2a	<p style="text-align: center;"><i>Inception Phase (1 month)</i></p> <p>Deliverables:</p> <ul style="list-style-type: none"> I. Inception Report & Project Implementation Plan II. Comprehensive Project Charter including Project Management Plan (PMP) covering <ul style="list-style-type: none"> a. Issue management b. Risk management c. Quality assurance d. Change Request Management e. Project Communication Strategy 	4%
	2b	<p style="text-align: center;"><i>Validation of FRS, SRS and Solution Design (3 months)</i></p> <p>Deliverables:</p> <ul style="list-style-type: none"> I. Gap Analysis and Recommendations/Suggestions on the documents reviewed II. Conducting workshops III. System Requirement Specification 	4%
	2c	<p style="text-align: center;"><i>Development Phase (12 months)</i></p> <p>Deliverables:</p> <ul style="list-style-type: none"> I. Data migration strategy II. System Test Use cases 	4%
	2d	<p style="text-align: center;"><i>Testing & PoC Phase (includes UAT, Data Migration, and User Training) (9 months)</i></p> <p>Deliverables:</p> <ul style="list-style-type: none"> I. Testing Report post UAT Workshop II. Certification from 10% of Departments on PoC 	4%
	2e	<p style="text-align: center;"><i>Go-live and Roll out Phase (11 months)</i></p> <p>Deliverables:</p> <p>Post Implementation Assessment Report</p>	9%
42.3	Not applicable		
43.1 and 43.2	<p>The Client shall reimburse the Consultant, the Sub-consultants and the Experts: any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p>		

III. Special Conditions of Contract

	<p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client</p>												
44.1	The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal, Form FIN-2]</i>												
45.1(a)	Not Applicable												
45.1(b)	The Consultant shall submit to the Client itemized statements at time intervals of every month.												
45.1(e)	<p>The accounts are: for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>. The account details are:</p> <table border="1" data-bbox="511 951 1317 1178"> <tr> <td>Name</td> <td></td> </tr> <tr> <td>Account No.</td> <td></td> </tr> <tr> <td>Name of Bank</td> <td></td> </tr> <tr> <td>IFS Code</td> <td></td> </tr> <tr> <td>Service Tax</td> <td></td> </tr> <tr> <td>Regn No</td> <td></td> </tr> </table>	Name		Account No.		Name of Bank		IFS Code		Service Tax		Regn No	
Name													
Account No.													
Name of Bank													
IFS Code													
Service Tax													
Regn No													
46.1	The interest rate is: 6.5%												
49.	Disputes shall be settled by arbitration in accordance with the local law												
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the</p>												

III. Special Conditions of Contract

	<p>Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none">(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none">(a) proceedings shall, unless otherwise agreed by the Parties, be held in Courts at Raipur, Chhattisgarh, INDIA(b) the English language shall be the official language for all purposes; and(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the “Reporting Requirements” section of the TORs: Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.]

APPENDIX B - KEY EXPERTS

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

APPENDIX C – BREAKDOWN OF CONTRACT PRICE MONTHLY RATES FOR

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

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

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’

III. Special Conditions of Contract

Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

APPENDIX D – FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be valid for minimum period of six months on Rs.100/- (Rupees hundred only) Stamp Paper from a Scheduled Bank operable in Raipur, Chhattisgarh only)

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ (hereinafter referred to as —the Guarantor) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of The Director of Directorate of Institutional Finance, Nava Raipur Atal Nagar, having its office at Indravati Bhawan, Nava Raipur Atal Nagar, 492002, Chhattisgarh (hereinafter called — Director, DIF, which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____ . a company formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated __/__/2020 issued by Director, DIF, and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by Director, DIF as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Director, DIF and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____ /- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the agreement. Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby Guarantee as follows:

The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under

We, the Guarantor, shall, without demur, pay to Director, DIF Raipur an amount not exceeding Rs. _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from Director, DIF Raipur stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.

The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Director, DIF is disputed by the Bidder or not.

The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Directorate of Institutional Finance, Government of Chhattisgarh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Director, DIF prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to Director, DIF

In order to give effect to this Guarantee, Director, DIF shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by Director, DIF or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by Director, DIF against the Bidder or forbear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or

III. Special Conditions of Contract

omission on the part of Director, DIF Raipur or any indulgence by Director, DIF to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee shall be irrevocable and shall remain in full force and effect until all our Obligations under this guarantee are duly discharged.

The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written.

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorized office.

Authorized Signatory _____ Bank