

Chhattisgarh Public Financial Management and
Accountability Project (P166578)

Request for Proposals

(QCBS/Lump-sum Contract)

For Engaging the Services of a Consultant for Independent
Verification of Results under World Bank and State Government
funded Chhattisgarh Public Financial Management And
Accountability Project (P166578)

RFP No: 01/DIF/IVA/2018-19/1

Directorate of Institutional Finance
Govt. of Chhattisgarh
Atal Nagar, Dist. Raipur
India

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NOTICE INVITING TENDER

FOR

Selection of Consultant for Independent Verification of Results under World Bank and State Government funded Chhattisgarh Public Financial Management And Accountability Project (P166578)

No. 01/DIF/IVA/2018-19/1

Raipur, Dated 18/09/2018

Directorate of Institutional Finance invites online request for short tender for “Engaging the Service of Consultant for Independent Verification of Results under World Bank and State Govt. funded Chhattisgarh Public Financial Management and Accountability Project (P166578)

The Request for Proposals document can be downloaded from website <http://cgdif.nic.in/> and response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

1.1 Issuer

Additional Director,
Directorate of Institutional Finance,
4th Floor, Block-I, Indrawati Bhawan,
Atal Nagar, Dist. Raipur- 492002 (C.G.).
Tel : 0771-2510841, 2510840, Fax: 0771-2510841
Email: adif.cg@gov.in Website: www.cgdif.nic.in

1.2 Address for business query and Correspondence

The Additional Director,
Directorate of Institutional Finance,
4th Floor, Block-I, Indrawati Bhawan,
Atal Nagar- 492002 (C.G.).
Tel : 0771-2510841, 2510840, Fax: 0771-2510841

FACT SHEET

| | | |
|----|---|--|
| 1 | Tender No. | RFP No: 01/DIF/IVA/2018-19/1 |
| 2 | Name of the work | Engaging the Service of Consultant for Independent Verification of Results under World Bank and State Govt. funded Chhattisgarh Public Financial Management and Accountability Project (P166578) |
| 3 | Name of the issuer of this tender | Additional Director, DIF, Atal Nagar, Dist. Raipur, C.G. - 492002 |
| 4 | Date of Issue of tender document | 18/09/2018 |
| 5 | Date for sending query | 22/09/2018 |
| 6 | Publishing of query response | 24/09/2018 |
| 7 | Last Date for submission of Bid | 28/09/2018 by 02:00 PM |
| 8 | Date of Pre- Qualification and Technical Bid Opening | 29/09/2018 at 02:30 PM |
| 9 | Date of Commercial Bid Opening | To be informed later |
| 10 | Tender Document/Participation Fee | Rs. 5000/- Non-refundable , Demand draft/Pay Order of Nationalized Bank should be made in favor of : Directorate of Institutional Finance, Raipur, Chhattisgarh |
| 11 | Place of Bid Opening | Directorate of Institutional Finance, 4th Floor, Block-I, Indrawati Bhawan, Atal Nagar, Dist. Raipur- 492002 (C.G.). Tel : 0771-2510841, 2510840 |
| 12 | Availability of Tender Document | Tender can be downloaded from www.cgdif.nic.in |
| 13 | Validity of Proposal | Proposals must remain valid for 90 days after the submission date |
| 14 | Method of Selection | Quality cum Cost Based Selection (QCBS) |
| 15 | Bid Submission | Offline, Separate three sealed envelope of Pre-qualification, Technical qualification and Price Bid along with DD/PO for Tender Participation Fees |

Note:

1. The date of opening of the commercial bids will be intimated to the qualified Bidders before the due date through Email or Telephone.
2. DIF reserve the right to change any schedule of bidding process. Please visit <https://www.cgdif.nic.in> regularly for the same.

This invitation to Tender is for :

Engaging the Service of Consultant for Independent Verification of Results under World Bank and State Govt. funded Chhattisgarh Public Financial Management and Accountability Project

- The Scope of Work is as per Terms of Reference (Section 5 of this RFP document)
- The specimen contract mentioning Terms & Conditions is as per Section 5 of this RFP document

ELIGIBILITY CRITERIA

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the tender documents. The bidder must have registration certificate, registration under Labour Laws Contract Act, whichever is applicable, for this Tender. The bidder must also possess the technical know-how and the financial wherewithal that would be required for successfully providing services sought by the Directorate of Institutional Finance, Atal Nagar, Dist. Raipur (C.G.) for the entire period of the contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

| # | Eligibility Criteria | Documents Required |
|---|---|--|
| 1 | The bidder must be a company registered under the Companies Act or a non for profit organization registered under Societies Registration Act or a trust registered under Indian Trusts Act or or a statutory body enacted by the Parliament of India and must have in existence in business in India for at least 5 years as on the date of floating / uploading the RFP | Certificate of Incorporation or related document AND Copy of Memorandum of Understanding (MoU) and Article of Association (AoA) AND GST Registration & PAN Card Copy (In the name of Firm) shall be enclosed as a proof. |
| 2 | The bidder should have carried out similar assignments as independent verification agency or impact evaluations projects including quality and fiduciary assurance mechanisms to at least 3 large scale* projects (*Contract Value > Rs. 50 Lakh) in the past five years for National/ State level government projects, preferably supported by bilateral or multi-lateral agencies | "Copy of LOI / LOA/ WO / Agreement / Email Communication / Client certificate i. Work order/contract issued by client stating the scope of work. ii. Project Completion Certification from the client in case of completed projects. " |

| | | |
|---|---|---|
| 3 | The bidder should have a minimum average Annual turnover of Rs. 1.00 (One) Crore from over the total of last 3 Financial years (FY 15-16, FY 16-17 and FY 17-18) | A copy of the audited profit and loss account and Balance Sheet of the company showing turnover of the company for last three years. OR CA certificate as per Audited Balance Sheet |
| 4 | The bidder should not have been black listed or conflict of activities by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on bid calling date. | Self-Declaration Certificate that the Bidder is not black listed. (Certificate to be enclosed in the bid duly signed by the authorized signatory on its letter head). |
| 5 | A power of attorney / Board resolution in the name of the person signing the bid. | Original Power of attorney/ Board resolution copy |
| | | |

Note: -

1. Only those bidders who meet the pre-qualification criteria specified above will be eligible to respond to this TENDER. The bidder's pre-qualification proposal shall contain the relevant information and supporting documents to substantiate the eligibility of the bidder vis-à-vis the pre-qualification criteria. The documents submitted shall be verified by DIF.
2. Consortium under this tender is not allowed.
3. Any kind of subletting is not allowed under this tender.

EVALUATION CRITERIA FOR PRE-QUALIFICATION:

For pre-qualification, applicant will be evaluated in the following manner: -

- a) The application will first be scrutinized on basis of the initial criteria prescribed in above paras
- b) Those firms qualifying the initial criteria, as set out in paras above will then be evaluated for the following criteria
 - Financial Strength
 - Experience in similar assignment undertaken
 - Contracts under execution / awarded / Performance/Implementation on these contracts
 - Structure of the company's organization

- c) The details given by applications for the pre-qualifications document will be evaluated by grading method. The grades shall be allotted for the following basis
- i) Excellent A Grade
 - ii) Very good B Grade
 - iii) Good C Grade
 - iv) Fair D Grade
- d) To pre-qualify, the applicant must secure A grade in at least 3 (Four) categories and not below B Grade in the remaining categories

Even though applicants must satisfy the above requirements, they may be disqualified, if they have:

- i. Made misleading or false representation of facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document;
- ii. Records of poor performance such as abandoning work, not properly completing the contract or financial failure / weaknesses, and
- iii. if confidential enquiry reveals facts contrary to the information provided by the applicant.

A Consulting firm will be selected in accordance with the Quality Cost Based Selection (QCBS) method set out in the Consultant Guidelines.

AWARD CRITERIA:

- The Directorate of Institutional Finance reserve the right to:
 - a) Amend the scope and value of contract.
 - b) Reject any or all the bids without assigning any reason.
- For any of the above actions, the DIF shall neither be liable for any damages, nor be under any obligation to inform the applicants of the grounds for the same.
- Effort on the part of the bidder or his agent to exercise influence or to pressurize the DIF for his bid shall result in rejection of such bid. Canvassing of any kind is strictly prohibited.

Section 2. Instructions to Consultants

Definitions

- (a) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.
- (c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (f) “Day” means calendar day.
- (g) “Government” means the government of the Client’s country.
- (h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (k) “Proposal” means the Technical Proposal and the Financial Proposal.
- (l) “RFP” means the Request For Proposal to be prepared by the

Client for the selection of Consultants, based on the SRFP.

- (m) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (n) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (o) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (p) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 12 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 13 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 14 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and

reports.

- 15 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. 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 Consultants.
- Conflict of Interest**
- 16 Bank policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- Conflicting activities**
- (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- Conflicting assignments**
- (ii) A Consultant (including its Personnel 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 to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) 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.

1.6.2 Consultants 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.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they

are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

- Unfair Advantage**
- 1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.
- Fraud and Corruption**
- 1.7 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as consultants and their sub-consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts.¹ In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice²" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice³" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) "collusive practices⁴" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence

¹ In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

² "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.

³ A "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.

⁴ "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

improperly the actions of another party;

- (iv) “coercive practices⁵” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice”
 - (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 provided for under sub-clause (e) below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Loan were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;
- (d) will sanction a consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time

⁵ “Party” refers to a participant in the selection process or contract execution.

determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a Bank-financed contract; and

- (e) will have the right to require that, in contracts financed by a Bank loan, a provision be included requiring consultants to permit the Bank to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Bank.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Eligibility

1.10 A firm declared ineligible by the Bank in accordance with the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be ineligible to be awarded a Bank-financed contract during such period of time as the Bank shall determine.

Eligibility of Sub-Consultants

1.11 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.

Origin of Goods and Consulting Services

1.12 Goods supplied, and Consulting Services provided under the Contract may originate from any country except if:

- (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country; or
- (ii) 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 imports of goods from that country or any payments to persons or entities in that country.

- | | | |
|--|------|---|
| Only one Proposal | 1.13 | Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal. |
| Proposal Validity | 1.14 | The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| 2. Clarification and Amendment of RFP Documents | 2.1 | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| | 2.2 | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall |

acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall

not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of the Client's national language.

**Technical
Proposal Format
and Content**

34

Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

(a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed

- as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b)
- (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
 - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c)
- (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
 - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form

TECH-5 of Section 3).

- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

35 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

36 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

3.8 Consultants may express the price of their services in a

maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Loan/TA number and the name of the assignment, and with a warning "**Do Not Open With The Technical Proposal.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the

Loan, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** *[insert the time and date of the submission deadline indicated in the Data Sheet]*”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”.

Evaluation of Technical Proposals

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

Financial

5.3 Following the ranking of technical Proposals, when selection

Proposals for QBS

is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)

- 54 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 55 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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. Copy of the record shall be sent to all Consultants and the Bank.
- 56 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs

| | | |
|---|----|--|
| | | <p>and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.</p> |
| Financial negotiations | 63 | <p>If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Client's country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.</p> |
| Availability of Professional staff/experts | 64 | <p>Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.</p> |
| Conclusion of the negotiations | 65 | <p>Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.</p> |

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- 7. Award of Contract**
- 7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality**
- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Bank's antifraud and corruption policy.

Instructions to Consultants

DATA SHEET

| Paragraph Reference | |
|---------------------|--|
| 1.1 | <p>Name of the Client : Directorate of Institutional Finance, Government of Chhattisgarh, Atal Nagar, Dist. Raipur, India</p> <p>Method of selection : Quality and Cost Based Selection [QCBS]</p> |
| 1.2 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is: Engaging the Services of a Consultant for Independent Verification of Results under World Bank and State Government funded Chhattisgarh Public Financial Management and Accountability Project (P166578)</p> |
| 1.3 | <p>A pre-proposal conference will be held: No</p> <p>Date of pre-proposal conference NA</p> <p>The Client's representative is: CGPFMAP</p> |

| | |
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| | |
| 1.4 | <p>The Client will provide the following inputs and facilities:</p> <ol style="list-style-type: none"> 1. Access to all relevant documents and facilities for undertaking the verification of results. 2. Facilitate in arranging meeting/workshops and field visits as required. However expenditure on this account shall be borne by the consultant. |
| 1.14 | Proposals must remain valid for 90 days after the submission date. |
| 2.1 | <p>Clarifications may be requested not later than 3 days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p>Additional Director, Directorate of Institutional Finance, 4th Floor, Block-I, Indrawati Bhawan, Atal Nagar, Dist. Raipur- 492002 (C.G.). www.cgdif.nic.in Tel : 0771-2510841, 2510840, Fax: 0771-2510841 Email: dif@cg.gov.in</p> |
| 3.1 | <p>Proposals shall be submitted in the following language:</p> <p>English</p> |
| 3.3 (a) | <p>Shortlisted Consultants may associate with other shortlisted Consultants:</p> <p>No</p> |
| 3.3 (b) | <p>The estimated number of professional staff-man days/month required for the full assignment (verification of 22 results) is:</p> <p>22 Man Month.</p> |
| 3.4 | The format of the Technical Proposal to be submitted is: FTP |
| 3.4 (g) | Training is a specific component of this assignment: No |
| 3.6 | <p>List the applicable Reimbursable expenses in foreign and in local currency.</p> <p>Not Applicable</p> |

| 3.7 | <p>Consultants are responsible for payment of all taxes as applicable in India. Consultants are requested to consult Tax Consultants for details.</p> <p>The Client will however reimburse the following indirect taxes / duties:</p> <p>a. Consultancy service tax (GST) payable on the contract value</p> <p>The above only are to be shown separately in their financial proposal.</p> | | | | | | | | | | | | | | |
|---|--|--|---------------|---|------|--|------|---|--|-----------------------------------|------|-------------------------------------|------|--------------------------------------|------|
| 3.8 | Consultant to state cost in the national currency: Yes [Indian Rupees] | | | | | | | | | | | | | | |
| 4.3 | Consultant must submit the original and two certified true copies of the Technical Proposal, and the original of the Financial Proposal. | | | | | | | | | | | | | | |
| 4.5 | <p>The Proposal submission address is: Proposals must be submitted no later than the following date and time:</p> <p>Directorate of Institutional Finance, 4th Floor, Block – I, Indrawati Bhawan, Atal Nagar, Dist. Raipur – 492002 (C.G.) Date: <u>28th September 2018</u> Time 02:00 PM</p> | | | | | | | | | | | | | | |
| 5.2 (a) | <p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals (FTP) are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant relevant to the assignment:</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td>(iii) Key professional staff (these staff should be same as given in paragraph 9 of the TOR given in Section 5) qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Team Leader cum PFM Specialist</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td style="padding-left: 20px;">b) PFM Specialist (IT & Monitoring)</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td style="padding-left: 20px;">c) PFM Specialist (Revenue/Taxation)</td> <td style="text-align: right;">[15]</td> </tr> </tbody> </table> | | <u>Points</u> | (i) Specific experience of the Consultant relevant to the assignment: | [40] | (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): | [15] | (iii) Key professional staff (these staff should be same as given in paragraph 9 of the TOR given in Section 5) qualifications and competence for the assignment: | | a) Team Leader cum PFM Specialist | [15] | b) PFM Specialist (IT & Monitoring) | [15] | c) PFM Specialist (Revenue/Taxation) | [15] |
| | <u>Points</u> | | | | | | | | | | | | | | |
| (i) Specific experience of the Consultant relevant to the assignment: | [40] | | | | | | | | | | | | | | |
| (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): | [15] | | | | | | | | | | | | | | |
| (iii) Key professional staff (these staff should be same as given in paragraph 9 of the TOR given in Section 5) qualifications and competence for the assignment: | | | | | | | | | | | | | | | |
| a) Team Leader cum PFM Specialist | [15] | | | | | | | | | | | | | | |
| b) PFM Specialist (IT & Monitoring) | [15] | | | | | | | | | | | | | | |
| c) PFM Specialist (Revenue/Taxation) | [15] | | | | | | | | | | | | | | |

| | | | | | | | | | |
|--------------------------------------|---|---------------------------|-------|--------------------------------|-------|--------------------------------------|-------|---------------|------|
| | <p style="text-align: right;">Total points for criterion (iii): [45]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">[20%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">[70%]</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">[10%]</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </table> <p>Grand Total of all the above criteria (I, ii and iii) : 100 Points</p> <p>The minimum technical score (St) required to pass is: <u>70</u> Points</p> | 1) General qualifications | [20%] | 2) Adequacy for the assignment | [70%] | 3) Experience in region and language | [10%] | Total weight: | 100% |
| 1) General qualifications | [20%] | | | | | | | | |
| 2) Adequacy for the assignment | [70%] | | | | | | | | |
| 3) Experience in region and language | [10%] | | | | | | | | |
| Total weight: | 100% | | | | | | | | |
| 5.3 | Not Applicable | | | | | | | | |
| 5.6 | The single currency for price conversions is: Not Applicable | | | | | | | | |
| 5.7 | <p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 0.80$; and $P = 0.20$</p> | | | | | | | | |
| 5.8 | Not Applicable | | | | | | | | |
| 6.1 | <p>Expected date and address for contract negotiations:</p> <p>30th September 2018 at Atal Nagar</p> <hr style="width: 80%; margin-left: 0;"/> | | | | | | | | |
| 7.2 | <p>Expected date for commencement of consulting services</p> <p>Second Week of October 2018 at Atal Nagar</p> | | | | | | | | |

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form

- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - 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
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities

- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

- TECH-5 Team Composition and Task Assignments

- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

- TECH-7 Staffing Schedule

- TECH-8 Work Schedule

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir,

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

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]¹

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm/Consultant: _____

Address: _____

1 [Delete in case no association is foreseen.]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

| | |
|--|---|
| Assignment name: | Approx. value of the contract (in current US\$ or Euro): |
| Country: Location within country: | Duration of assignment (months): |
| Name of Client: | Total No. of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in current Rs. or US\$): |
| Start date (month/year): Completion date (month/year): | No. of professional staff-months provided by associated Consultants: |
| Name of associated Consultants, if any: | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |

Firm's /Consultant's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

(For small or very simple assignments the Client should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

Form TECH-5: Team Composition and Task Assignments

| 1. Professional Staff | | | | |
|------------------------------|------|-------------------|-------------------|---------------|
| Name of Staff | Firm | Area of Expertise | Position Assigned | Task Assigned |
| | | | | |
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| 2. Support Staff | | | | |
|-------------------------|------|-------------------|-------------------|---------------|
| Name of Staff | Firm | Area of Expertise | Position Assigned | Task Assigned |
| | | | | |
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| | | | | |

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**: _____ **Nationality**: _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations**: _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

| | |
|--|--|
| <p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p> | <p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> |
|--|--|

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.



[Signature of staff member or authorized representative of the staff] Date: _____
 Day/Month/Year

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

| (j) ° | Name of Staff | (k) Staff input (in the form of a bar chart) ² | | | | | | | | | | | | (l) Total staff-month input | | | | |
|----------|---------------|---|---|---|---|---|---|---|---|---|----|-----------------|----|-----------------------------|------|--------------------|-------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n | Home | Field ³ | Total | |
| | | [Home] | | | | | | | | | | | | | | | | |
| | | [Field] | | | | | | | | | | | | | | | | |
| 1 | | | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | Subtotal | | | | | | |
| | | | | | | | | | | | | Total | | | | | | |

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

(m) Form TECH-8 Work Schedule

| N° | Activity ¹ | Months ² | | | | | | | | | | | | |
|----|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1 | | | | | | | | | | | | | | |
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- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their 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 under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. The amount of the local indirect taxes, as listed in Clause 1.8 of SCC is estimated and shown in the summary separately.

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 Paragraph Reference 1.12 of the Data Sheet.

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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: _____

Name of Firm: _____

Address: _____

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
 - 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2: Summary of Costs

| Item | Lump-sum Costs in Figure (INR) | Lump-sum Costs in Words |
|--|--------------------------------|-------------------------|
| 1. Total All Inclusive Costs for verification of 22 results (including inception report and final Verification report) | | |
| 2. Service tax (GST) payable in India | | |
| Total Amount of financial Proposal including taxes | | |

-
1. Indicate the total costs, net of local indirect taxes, and to be paid by the Client
 2. [Taxes are to be indicated in item 2].
 3. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs

| | | | | | |
|--|--|--|--|--------------------|-------|
| Group of Activities (Phase):² _____ | Description:³ _____ | | | | |
| Cost component | Costs | | | | |
| | Team Leader cum PFM Specialist | PFM Specialist (IT & Monitoring) | PFM Specialist (Revenue/Taxa tion) | Non Key Experts | TOTAL |
| Remuneration | | | | | |
| Other Expenses | | | | | |
| Lump-sum Subtotal | | | | | |
| Consultancy Service Tax (GST) | | | | | |
| Lump-sum TOTAL | | | | | |

1 Form FIN-3 shall be filled for the whole assignment (for verification of 29 DLI results)

Form FIN-4: Breakdown of Remuneration¹

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

| Name ² | Position ³ | Staff-month Rate ⁴ |
|----------------------|-----------------------|-------------------------------|
| Key Experts | | |
| _____ | _____ | [Home] |
| _____ | _____ | [Field] |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
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| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| Support Staff | | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.

Form FIN-5: Breakdown of Reimbursable Expenses

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

| N° | Description ¹ | Unit | Unit Cost ² |
|-------|---|------------------|------------------------|
| _____ | Per diem allowances | Day | |
| _____ | National flights ³ | _____ Trip _____ | |
| _____ | Miscellaneous travel expenses | _____ Trip _____ | |
| _____ | Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>] | | |
| _____ | Drafting, reproduction of reports | | |
| _____ | Equipment, instruments, materials, supplies, etc. | | |
| _____ | Shipment of personal effects _____ | _____ Trip _____ | |
| _____ | Use of computers, software _____ | | |
| _____ | Subcontracts _____ | | |
| _____ | Local transportation costs _____ | | |
| _____ | Office rent, clerical assistance _____ | | |
| _____ | Training of the Client's personnel ⁴ _____ | | |

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference

Consultancy Services for Independent

Verification of Results

Government of Chhattisgarh

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Introduction

1. The Government of Chhattisgarh (GoCG) is in a process of receiving funding from the World Bank to support the Chhattisgarh Public Finance Management And Accountability Project (P166578) (CGPFMAP), and intends to apply part of the proceeds for consultancy services for independent verification of results under the Program.
2. The Program Development Objective (PDO) is to “Improve accountability in the management of public finances; strengthen revenue administration; and strengthen targeting of benefits in selected schemes, in the state of Chhattisgarh.”.
3. The Program is designed using the new World Bank lending instrument (Program-for-Results) in which disbursements are linked to achievement of pre-agreed Disbursement Linked Indicators (or DLIs). A set of eight Disbursement Linked DLIs with assigned disbursement values have been agreed upon between GoCG and the World Bank. As and when DLIs are achieved, the GoCG will raise DLI achievement cum disbursement claims with the Bank. GoCG intends to hire a reputed institution/organization/consultant with expertise in results monitoring to act as an Independent Verification Agent (IVA) for the Program. The verification will involve review of documents, discussion with stakeholders, field verification, and interviews. The verification report will be the basis for disbursements by the Bank.

Program Description

4. The Government of Chhattisgarh (GoCG) has already initiated several reforms to improve management of public finance and strengthen the direct benefit transfers (DBT) system, it now intends to focus on the next generation reforms including automation and integration of processes with the objective of achieving “paperless” and “cashless” systems. The operation will help address the staffing constraints which limit CoCG’s ability to undertake the complete design and roll-out of all the key components of the reform strategy. In order to support reforms where institutional capacity is limited, and special skills are required, the project will include a technical assistance component that will allow CoCG to acquire consulting services. The proposed program is structured around four themes and results areas and includes (a) Strengthening Public Financial Management; (b) Improving Revenue Management; (c) Strengthening Public Financial Management & Accountability in Local Governments, and (d) Efficient Governance of Government programs.
5. The Finance Department, Government of Chhattisgarh (GoCG) is the key implementing agency for the programme. The other departments and agencies involved includes, Directorate of Treasuries, Accounts and Pensions, Commercial Tax Department (CTD), the Internal Audit and Local Fund Audit Cell housed in the Finance Department, Excise and Taxation Department (ETD), Public Works Department (PWD), Department of Information and Technology (DIT), Department of Panchayat Raj & Rural Development (PRRD), and Urban Administration and Development (UAD) Department. In addition, the Chhattisgarh Infotech Promotion Society (CHIPS) working as the nodal IT agency in the state and is responsible for development and implementation of e-procurement system will also be involved.

Program Result Areas

6. GoCG and the Bank have agreed to concentrate Bank financing in four key results areas that contribute to the achievement of the PDO:
 - ☐ **Result Area 1:** Strengthening Core Financial Management Systems and Services
 - ☐ **Result Area 2:** Strengthening Financial Management of Local Bodies
 - ☐ **Result Area 3:** Strengthening Revenue Administration
 - ☐ **Result Area 4:** Strengthen targeting of benefits in select schemes
7. In order to provide evidence of continued progress towards the PDO as well as achievement of intermediate outcomes, GoCG and the Bank have agreed on a set of Disbursement-Linked Indicators (DLIs). Achievement of DLIs triggers Bank disbursements to the Program. The DLIs for the Program have been given in Annexure 1.
8. GoCG and the Bank have agreed on a set of 7 DLIs consisting of 22 results to be verified as shown in Annexure-1. The choice of DLIs was such that the DLIs indicate progress towards achievement of the PDO. DLIs were selected based on the following factors: (i) whether the DLI signals a critical action in the achievement of the PDO; (ii) need for a financial incentive to achieve the linked result; (iii) practical aspects of verifying achievement; and (iv) GoCG's capacity to achieve the results in the Program implementation period.

Objectives of the Consultancy Assignment

9. The objectives of this consultancy are to: (i) Carry out an independent verification of achievement of the DLIs reported by GoCG for each disbursement claim under the Program, based on the Verification Protocol agreed between GoCG and the World Bank; and (ii) Prepare and submit comprehensive verification reports to GoCG, for DLI achievement for each disbursement claim prepared by GoCG, in the form and substance acceptable to GoCG and the World Bank.

Scope of Services

10. The IVA will verify periodically, through paper and physical inspection to confirm the accuracy and quality of results and eligible disbursement amounts claimed by GoCG in its documentation supporting each disbursement claim. In accordance with good audit practice, verification will take place against a sampling framework and frequency, described in detail in the Verification Protocol given in Annexure-1.
11. The tasks of the IVA will include, but not necessarily be limited to, the following:
 - a) Develop and furnish to GoCG an Inception report in 2 (two) Parts. Part 1 will cover templates in which it seeks input data from GoCG that is to be verified. Part 2 will contain its own Verification Plan for each DLI. Verification Plan will include detailed

- work plan and verification arrangements proposed by IVA for each DLI that would be submitted by GoCG with each disbursement claim for verification. This will cover IVA's team composition, names of sites and offices that would be visited, agreed number of days and dates for each visit, what field survey will be carried out by the IVA, what coordination and logistics arrangements are needed and most importantly output formats for each site visit that will go into the IVA's Verification Report. IVA will seek GoCG approval of such Verification Plan included in the Inception Report.
- b) Prepare and seek approval of an updated Detailed Verification Plan for each DLI that is specific to each disbursement claim that would be received from GoCG from time to time, prior to commencing verification process.
 - c) Verify achievement of each of the Program DLIs.
 - d) Submit Verification Reports to GoCG immediately following verification in the form and substance acceptable to GoCG.
 - e) Verify the calculation of the amount to be disbursed against each verified DLI based on a disbursement formula/ modalities agreed between GoCG and the World Bank.
 - f) Submit 'Assignment Completion Report' containing summary of work done and suggestions for strengthening the verification protocol and process for future use by GoCG.

Approach and Methodology Suggested

12. For verification of each disbursement claim and each DLR, the IVA will be required to complete:
 - a) Desk based review of all relevant Program monitoring reports provided by GoCG.
 - b) Inspection and verification (on-site) of the primary data and evidence provided by the relevant implementing departments on a random sample basis. Conducting interviews and discussions with stakeholders, where necessary.
 - c) Verification of the calculations of the amount eligible for disbursement against each DLR claimed in each disbursement claim prepared by GoCG.

13. The basis for the work of the IVA shall be:
- a) The program Results Framework.
 - b) The Verification Protocol agreed between GoCG and the Bank and the Verification Plan that will be prepared by IVA for each DLI under each disbursement claim.
 - c) The Program Appraisal document, Program Manual and Implementation Plan.
 - d) Program Monitoring Reports.
 - e) Any contracts entered between the Program implementing departments and third parties.
 - f) Physical on-site verification, interviews and discussions with stakeholders.
 - g) Other relevant documents such as test reports, audit reports, compliance reports provided by GoCG from time to time.

Sequence of activities

14. The DLI achievement and verification cycle is annual in nature; thus Institutions/organization/consultants are expected to be mobilized only once in a year i.e. around April/ May to verify the results achieved in March. However, it is possible that there may be some slippages or that some subsequent year's results may be achieved before the due date – thus a second verification cycle is envisaged in October/ November of each year. Following will be sequence of activities for verification of each DLI:
- a). As soon as the DLR is achieved, GoCG alerts IVA about the upcoming disbursement and DLI achievement claim being finalized by GoCG.
 - b). Within 2 weeks of (a) above, IVA readies and mobilises its verification team. GoCG furnishes the disbursement and DLI achievement claim with supporting documentation to IVA.
 - c). Within 1 week of mobilisation of verification team, IVA submits its inception report with detailed Verification Plan for the said disbursement and DLR achievement claim, discusses with GoCG and obtains GoCG's approval.
 - d). Within 4 weeks of (c) above, IVA submits its draft Verification Report to GoCG.
 - e). Within 1 weeks of (d) above, GoCG either accepts the Verification Report or requests IVA for re-verification of certain parts or all of the report findings. The Bank may also, after detailed discussions with GoCG ask for re-verification of certain parts or all of the report findings.
 - f). Within 1 weeks of (e) above and if requested by the GoCG, IVA submits a re-verification report to GoCG without any extra cost to GoCG.

- g). Within 2 weeks of acceptance of IVA's verification reports under (e) or (f) above, GoCG will seek World Bank approval and also submit the disbursement claim to the World Bank.

| Activity | Resp. | Weeks | | | | | | | | | | | |
|---|-----------|--|---|---|---|---|---|---|---|---|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Intimation of DLR achievement by GoCG to IVA and fielding of verification team by IVA at Atal Nagar | GoCG /IVA | | | | | | | | | | | | |
| Submission of Inception Report | IVA | ✓ | | | | | | | | | | | |
| Obtain approval of Inception Report | IVA | | ✓ | | | | | | | | | | |
| Submission of Draft Verification Report IVA | IVA | | | | | ✓ | | | | | | | |
| Review of Verification Report | GoCG | 1 week from receipt of draft verification report | | | | | | | | | | | |
| Submit re-verification Report | IVA | | | | | | | ✓ | | | | | |
| Acceptance of Verification Reports and Seeking World Bank Approval | GoCG | | | | | | | | | ✓ | | | |

Consultants' Outputs and Schedules

15. The IVA shall submit the following deliverables for each results to be verified:

| Sl. No. | Output | Schedule for completion for Category Wise Results |
|---------|--|--|
| 1 | An Inception Report covering tasks under Para 15 (c) | Within 1 week from the date of Start of Contract |
| 2 | Draft Verification Report as per Para 15(d) | Within 5 weeks from the date of start of verification assignment |
| 3 | Final Verification Report as per Para 15(f) | Within 7 weeks of review of the draft verification report |
| 4 | Acceptance of Verification Report by GoCG and submission of 'Assignment Completion Report' by Consultant containing summary of work done and suggestions for strengthening the verification protocol and process for future use by GoCG. | Within 2 weeks of submission of final verification report |

Consultant's Inputs and Resources required

16. The assignment requires a registered entity with skills and experience in verification of results, implementing or evaluating PFM reforms in India with particular focus on Treasury and Taxation reforms, IT-enabled PFM service delivery, and PFM training. Those having experience of verifying program/ program results under World Bank funded program/programs are preferred
17. The verification team should consist of following key personnel and the CVs of these key personnel will be evaluated for their input for verification of various results under the program:

| Sl. No. | Key Personnel | Minimum qualification and Experience |
|---------|-----------------------------------|---|
| 1 | Team Leader cum PFM Specialist | A Post-graduate in Economics or a Chartered Accountant with at least 10 years' experience in policy formulation/analysis/ implementation of government financial management systems, indirect tax reforms and technology enabled reforms in service delivery. |
| 2 | PFM Specialist (IT & Monitoring) | MBA (Finance) or B.Tech (Computer Science /IT) or a Chartered Accountant with at least 10 years' experience in developing/ managing M & E systems for PFM programs and in rolling out large scale IT solutions (including hardware and software aspects). |
| 3 | PFM Specialist (Revenue/Taxation) | A chartered accountant/Post-Graduate in Economics with at least 10 years' experience in implementing PFM reforms with focus on indirect taxation reforms. |

18. The Consultant will provide additional professional staff as needed, especially in public finance, government accounting and budgeting, e-Governance, Treasury systems, procurement and related aspects and support staff. The Consultant's personnel should not be currently employed by GoCG. The IVA must have/ be able to quickly put together a team of multi-disciplinary professionals to carry out verification of DLR achievements and furnish high quality verification reports with clear evidence of achievement of DLRs as per the agreed verification protocol.

19. The Consultant will make its own arrangements for all the activities it has to perform in meeting the scope of services under this consultancy. This will include all travel and logistics arrangements required for its team for desk review and for field verification for each disbursement claim and for each type of results (DLR) verification activity.

Consultancy duration

20. The IVA shall be offered a Contract for a period of five(5) years. The terms of employment shall be “on call” basis.

Reporting

21. The IVA shall carry out the assignment under the overall supervision of the Program Director. However, day to day activities for the verification process shall be managed and coordinated by the PFM Reforms Division (PRD), headed by the nodal officer. The IVA shall submit the DLR Verification Reports to the Program Director. The IVA shall ensure that Verification Reports are timely, accurate, objective and are backed-up by evidence and a clear rationale. The IVA will be required to make presentations as needed in Atal Nagar and clarify, in a timely manner, any issues and questions raised by GoCG and the Bank.
22. The PRD shall provide the IVA with relevant data and documents necessary to verify DLR achievements. The PRD shall make arrangements to ensure that the IVA staff and Consultants have access to all Program sites and locations.

ANNEXURE-1

Disbursement Linked Indicator, Disbursement Arrangements, Verification Protocols and WB Disbursement Table

1. DLI Matrix

| DLI MATRIX | | | Indicative Time line for Achievement of DLIs | | | | | | |
|---|----------------------------------|--------------------------------|---|--|---|--|--|---|---------------------|
| | Total Financing Allocated to DLI | As % of Total Financing Amount | DLI Baseline | FY2018-19 or Year 0 | FY2019-20 or Year 1 | FY2020-21 or Year 2 | FY2021-22 or Year 3 | FY2022-23 or Year 4 | FY2023-24 or Year 5 |
| DLI 1: Complete and reliable State financial reports made available to all decision makers on real time basis | | | Financial reports generated from e-kosh incomplete as expenditures of five core public investment departments are not reported. | 'As is Study' completed and 'Functional Requirement Specification' for enhanced/next generation FMIS developed | Policy on commitment controls along with procedures/g uidelines developed | a) Data integration interface developed and operationalized between e-kosh, e-procurement, e-kuber and e-works (contract management) applications, b) Module for commitment control developed as part of FMIS | (a) 100% of payments (other than exceptions notified in Government Order) of LoC departments through the FMIS system. b) Commitment Control Policy, procedures/g uidelines and software solution piloted in 2 (two) departments | a) FMIS interface provides AG Office with access to accounts and supporting documents b) Policy on Commitment Control approved and notified by GoCG. | |

Notes:

- Complete and Reliable State accounts will encompass only core government bodies and will not include institutions and entities (like local bodies, parastatals, corporations and universities) operating outside State Treasury.
- The 5 core public investment departments (using standalone customized e-Work modules) cover: Public Works Department (PWD); Public Health Engineering Departments (PHED); Forest Division; Rural Engineering Services (RES), and Irrigation Division.
- The boundaries of interface with e-Kosh will be defined as the output of the 'As-Is Study', but at the very least covers: transactions from the stage of administrative and financial sanction; procurement; contract award; completion of work; invoice generation and sanction; budget controls; release of payments.
- Real time security based access to FMIS system will be provided to AG, including electronic copies of all bills, sanction order and supporting documents.
- LOC departments have three defined features: (a) all departments use Letter of Credit systems for fund allocation; (b) issue cheques directly to contractors/suppliers; and (c) maintain separate books of accounts and physically render monthly financial statements along with supporting documents to AG Office
- CCS piloted in 2 of the 5 core public investment departments covering 60% of their capital expenditure above the threshold as established by the policy.

| DLI 1: | \$53,62,500 | 21% | | \$4,00,000 | \$4,62,500.00 | a) \$1,000,000; b) \$500,000 | a) \$1,00,000; b) \$500,000 | a) \$1,00,000; b) \$500,000 | |
|--|--------------------|------------|---|-------------------|---|---|--|---|--|
| DLI 2: Adoption of new PFM practices | | | Project Formulation and Implementation Committee headed by Chief Secretary approves all public investment proposals above Rs. 50 crores; the process however requires rigor and technical cost benefit analysis. MTFF prepared as part of annual budget exercise, but lacks rigor and clear statement of underlying technical assumptions | | Development and publication of guidelines, methods and key economic parameters for conduct of project & program appraisal. | Macroeconomic model developed for preparation Medium-term Expenditure Framework [MTEF] that projects revenues and expenditure in the medium term (multi-year) | Appraisal of at least five projects, each of value of over Rs. 50 crores conducted using PIM guidelines | Macro-economic model used to prepare MTEF Statement as part of the budget preparation exercise for FY 2023-24 | |
| DLI 2: | \$15,00,000 | 6% | | | \$4,00,000.00 | \$4,00,000.00 | \$3,50,000.00 | \$3,50,000.00 | |
| DLI 3: Capacity building of in Public Financial Management and Public Procurement functions | | | Existing Accounts Training Schools (ATSS) have inadequate institutional capacity and infrastructure to train GoCG's large pool of staff; there are no structured training conducted The total number of officers in the Finance Department are 10,443 | | Training needs of Finance department staff in Public Financial Management and Public Procurement, including high, middle and low level staff of GoCG, assessed and training strategy developed and approved | Curricula and E-learning modules developed in Public Financial Management and Public Procurement as per approved Training Strategy | At least 1,000 government staff trained and certified in Public Financial Management and Public Procurement through e-learning module/s. | At least additional 2,000 government staff trained and certified in Public Financial Management and Public Procurement through e-learning module/s. | |
| Notes: Staff to be trained include all staff responsible for financial management [including DDO, DTO, BCO, SAS, IAD] and procurement function across Line departments | | | | | | | | | |
| DLI 3: | \$10,00,000 | 4% | | | \$2,00,000 | \$2,00,000 | \$3,00,000 | \$3,00,000 | |

| | | | | | | | | |
|--|--|--|---|--|---|---|---|---|
| <p>DLI 4: Strengthened Public Financial Management Capacity in Local Governments</p> | | | <p>GPs presently use PRIASoft for accounting but large backlogs exist. As of 30-Aug-2018, 369/10,966 Village Panchayats with closed month books up to 30-Jun-2018</p> <p>TALLY is used for accounting at ULBs; e-Governance initiative underway which envisages design, development and implementation of 12 modules, including accrual based double entry accounting module across 168 ULBs across the State</p> <p>Huge backlogs exist in audit of PRIs, ULBs and Autonomous Bodies which fall within the purview of audit by the Directorate of Local Fund Audit (LFAD). The total number of units having audit backlog up to FY 17-18 is 11839.</p> | | <p>a) Roadmap for Institutional Strengthening of LFAD including strategy to improve performance and reduce back logs of audits prepared</p> <p>b) Finance Budget and Accounting Management module rolled out and fully operational across 13 Nagar Nigams</p> | <p>a) Technical staff of LFAD trained in the new framework, including conduct of 6 pilot audits for the six Regional Offices of LFAD.</p> <p>b) 50% of GPs have closed monthly cash books within 45 days of the month</p> | <p>a) Audits completed in at least 30% units, up to the financial year not earlier than the preceding two financial years.</p> <p>b) Finance Budget and Accounting Management module rolled out and fully operational across 13 Nagar Nigams and 44 Nagar Palikas</p> | <p>a) Audits completed in at least 60% units, up to the financial year not earlier than the preceding two financial years.</p> <p>b) 90% of GPs have closed monthly cash books within 45 days of the month</p> <p>c) Finance Budget and Accounting Management module rolled out and fully operational across 13 Nagar Nigams, 44 Nagar Palikas and 112 Nagar Panchayats</p> |
|--|--|--|---|--|---|---|---|---|

Notes:

- Nagar Nigam or Municipal Corporation is to govern cities with a population of more than 100,000 people. Nagar Palikas or Municipal Councils are for towns between 25,000 and 100,000 in population. Nagar Panchayat are for towns with populations between 11,000 and 25,000 people.
- Finance and Accounting Management Modules rolled out and fully operational for ULBs is defined as use of the system as a) maintenance of primary books of accounts; b) generation of financial statements, MIS and other reports
- Closed monthly cash books for GPs is defined as reported in

| | | | | | | | | |
|----------------------|---------------------------|-------------------|--|--|--|--|--|--|
| <p>DLI 4:</p> | <p>\$25,00,000</p> | <p>10%</p> | | | <p>a) \$250,000 b) \$250,000</p> | <p>a) \$250,000 b) \$400,000</p> | <p>a) \$250,000 b) \$250,000</p> | <p>a) \$350,000 b) \$250,000 c) \$250,000</p> |
|----------------------|---------------------------|-------------------|--|--|--|--|--|--|

| | | | | | | | | | |
|---|--|--|--|--|--|---|---|---|--|
| DLI 5: Increase in property tax collected in urban local bodies | | | Property survey and GIS maps completed for 10/168 ULBs; 572586 properties are presently recorded in the property registers of 9 ULBs. Property Tax collected for 44 Nagar Parishads is INR 17.276 crores including collections against current demand and arrears. | | Property survey initiated and GIS base map created for 15/47 selected ULBs | Property survey initiated and GIS base map created for another 32/47 ULBs | Increase in property tax collected in urban local bodies by 10% | Increase in property tax collected in urban local bodies by 20% | |
|---|--|--|--|--|--|---|---|---|--|

Notes:

| | | | | | | | | | |
|---|--------------------|------------|---|--|-------------------|---|---|---|---|
| DLI 5 | \$25,00,000 | 10% | | | \$7,50,000 | \$7,50,000 | \$5,00,000 | \$5,00,000 | |
| DLI 6: Increase in Number of GST registered taxpayers | | | Number of registered dealers as on 31-03-18 is 1.30 lakhs approx. | | | 10 Percentage increase in GST taxpayer registration | 15 Percentage increase in GST taxpayer registration | 20 Percentage increase in GST taxpayer registration | 25 Percentage increase in GST taxpayer registration |

Notes:

| | | | | | | | | | |
|---|--------------------|-----------|---|--|---|--|---|--|--|
| DLI 6 | \$20,00,000 | 8% | | | | \$5,00,000 | \$5,00,000 | \$5,00,000 | \$5,00,000 |
| DLI 7: Improved coverage of eligible beneficiaries in selected schemes, which are DBT compliant | | | Total number of beneficiaries covered under the five shortlisted schemes are 883,448, of which 0% are DBT compliant | | Policy Planning Tool for targetting of beneficiaries developed and deployed, and, Data Sharing and Consent Framework Policy & Guidelines notified | Roll-out of Social Registry and Data Exchange Platform | 78 schemes digitized and digitally operational and integrated with Social Registry and Data Exchange Platform | Coverage to be increased by 10% of baseline in shortlisted schemes, of which 80% are DBT compliant | Coverage to be increased by 15% of baseline in shortlisted schemes, of which 85% are DBT compliant |

Notes:

- Coverage is defined as total no. of beneficiaries receiving benefits as per the scheme rules/guidelines implemented by the department.
- Policy Planning Tool means a centralized portal linked with a defined database schema and with the capability to support evidence-based decision making.
- Data Sharing and Consent Framework Policy Guidelines means i) Gazetted State Aadhaar Act and ii) Data Exchange Guidelines notified by CHIPS or State IT Department or equivalent authority including both central and state government
- Roll-Out means the platform is Live in Production environment and one of the short-listed programs is integrated with the platform.
- Integration means successful integration established between two or more repositories and/or applications as per prescribed protocols.
- Eligible beneficiaries means an individual who potentially qualify as a recipient but would require additional checks to qualify them as actual beneficiary.
- Digitized/Digitization means a MIS system with the capability to digitally record beneficiary enrolment, verification and disbursement of benefits.
- DBT is defined as a process encompassing, beneficiary data digitization, Aadhaar and Bank account seeding, Aadhaar verification, benefit disbursement directly to the verified bank account.

| | | | | | | | | | |
|----------------------|----------------------|------------|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| DLI 7: | \$1,00,00,000 | 39% | | | \$10,00,000 | \$25,00,000 | \$25,00,000 | \$20,00,000 | \$20,00,000 |
| | | | | | | | | | |
| FRONT END FEE | \$6,37,500.00 | 3% | | \$6,37,500 | | | | | |
| | | | | | | | | | |
| TOTAL | \$2,55,00,000 | | | \$10,37,500 | \$33,12,500 | \$65,00,000 | \$61,50,000 | \$60,00,000 | \$25,00,000 |

Note: DLI results are not time-bound; the fiscal years in which they are expected to be achieved as per this schedule are for indicative purposes. These DLI results can accordingly be met up and until the closing date.

VERIFICATION PROTOCOL TABLE: DISBURSEMENT LINKED INDICATORS

| DLI | Definition/Description of Achievement | Scalability of Disbursements [Yes/No] | Data Source/Agency | Verification Entity | Procedure |
|---|--|---------------------------------------|---|--|---|
| Complete and reliable State financial reports made available to all stakeholders on real time basis | Year 0: `As is Study' completed and `Functional Requirement Specification' for FMIS developed | No | `As is Study' and `Functional Requirement Specification' reports are forwarded by Finance Department with acceptance and certification | NA | The verification will involve review of the source documents provided by Finance Department |
| | Year 1: Policy on commitment controls along with procedures/guidelines developed | No | FD will forward the newly developed policy paper on commitment control along with related procedure/guidelines to the World Bank. | IVA | Policy paper on commitment control forwarded to the World Bank. |
| | Year 2: (a) Data integration interface developed and operationalized between e-kosh, e-procurement, e-kuber and e-works (contract management) applications, (b) Commitment Control Policy, procedures/guidelines and software solution piloted in 2 (two) departments | No | - Copy of GO issued by Finance department mandating the 5 core public investment departments to implement the enhanced FMIS. - Self-certification by the Finance department that the integrated solution stands developed (subsequent to successful dry runs) and issues 'Go Live' certificate to initiate implementation. | IVA Self-certification by the Finance department that the integrated solution stands developed (subsequent to successful dry runs) and issues 'Go Live' certificate to initiate implementation. | The verification will involve review of: - GO issued mandating use FMIS modules by the 5 core public investment departments. - Review of the modules to assess completeness of the end-to-end integration and the dry-run reports provided by the FD. - The e-kosh, e-procurement and e-works (contract management) modules integrated evidenced by 'Go Live' certification. |

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|-------------------------------|--|----|---|-----|--|
| | <p>Year 3: a) 100% of payments (other than exceptions notified in Government Order) of LoC departments through the FMIS system.</p> <p>b) Module for commitment control developed as part of FMIS.</p> | No | <p>- Self-certification by the Finance department that 100% of transactions (other than exceptions notified in Government Order) of these departments have been made through the FMIS system. Additionally, system usage reports and access to the module to be provided to the IVA.</p> <p>- Self-certification by the Finance department that the Commitment Control System (CCS) stands developed (subsequent to successful dry runs) as a module of the FMIS and issues 'Go Live' certificate to initiate implementation.</p> | IVA | <p>a) The verification will involve review of the module and usage reports provided by the FD, including bill submission process and related internal controls. The IVA will review statistically selected sample to confirm end-to-end transaction flow, automation of bill process and related internal controls. The review process will ensure that transactions are made through the FMIS treasury system for three consecutive months.</p> <p>b) Review of the CCS modules and the dry-run reports provided by the FD.</p> <p>- CCS module development evidenced by 'Go Live' certification.</p> |
| | <p>Year 4: a) FMIS interface provides AG Office with access to accounts and supporting documents</p> <p>b) Commitment Control Policy, procedures/guidelines and software solution piloted in 2 (two) departments</p> | No | <p>a) Self-certification by Directorate of Treasuries and confirmation from the AG office stating automation of the process and an Operational Acceptance Testing (OAT) certificate.</p> <p>b) Self-certification by the Finance department that CCS module has been fully rolled-out in two departments. Additionally, system usage reports and access to the module to be provided to the IVA.</p> | IVA | <p>a) The verification will involve review of the module and the completeness of the associated transactions along with associated internal control environment.</p> <p>b) The verification will involve review of the module and usage reports provided by the FD. The IVA will review statistically selected sample to confirm end-to-end commitment identification and management.</p> |
| Adoption of new PFM practices | Year 1: Development and publication of guidelines, methods and key economic parameters for conduct of project & program appraisal | No | Copies of Guidelines developed and Appraisal documents | IVA | Verification will involve the guidelines have been approved and published. |
| | Year 2: Macroeconomic model developed for preparation Medium-term Expenditure Framework [MTEF] that projects revenues and expenditure in the medium term (multi-year) | No | Copies of MTEF statements prepared using the model with the use of selected software | IVA | Model developed and MTEF Statements provided by Finance Department. |
| | Year 3: Appraisal of at least five projects, each of value of over Rs. 50 crores conducted using PIM guidelines | No | Copies of Appraisal reports and supporting working documents | IVA | Verification will involve review of the appraisal reports to confirm compliance with the approved PIM Guidelines |

| | | | | | |
|---|--|----|--|---------------------|---|
| | Year 4: Macro-economic model used to prepare MTEF Statement as part of the budget preparation exercise for FY 2023-24 | No | MTEF Statement for FY 2023-24; Finance Department | N.A | Verification will involve review of the appraisal reports to confirm compliance with the approved PIM Guidelines |
| DLI 3: Capacity building of in Public Financial Management and Public Procurement functions | Year 1: Training needs of Finance department staff, including LFAD, Internal Audit, DDOs, BCOs and TOs, SAS and clerical staff assessed and training plan developed; | No | Training Needs Assessment Report provided by Finance Department | N.A | The verification will involve review of the Training Needs Assessment Report forwarded by the Finance Department along with its acceptance to the World Bank. |
| | Year 2: Curricula and E-learning modules developed in Public Financial Management and Public Procurement as per approved Training Strategy | No | Details of training curricula and e-learning modules developed, provided by Finance Department | N.A. | The verification will involve review of the curricula and training modules developed vis-à-vis the agreed plan and the Consultant's contract |
| | Year 3: At least 1,000 government staff trained and certified in Public Financial Management and Public Procurement through e-learning module/s. | No | Dash board reports from the PFM/Public Procurement e-Learning portal | IVA | The verification will involve review of the reports generated from the e-Learning portal, including trainee feedback. Random sample check will also be undertaken to confirm the same. |
| | Year 4: At least 2,000 government staff trained and certified in Public Financial Management and Public Procurement through e-learning module/s. | No | Dash board reports from the PFM/Public Procurement e-Learning portal | IVA | The verification will involve review of the reports generated from the e-Learning portal, including trainee feedback. Random sample check will also be undertaken to confirm the same. |
| DLI 4: Strengthened Public Financial Management Capacity in Local Governments | Year 1: a) Roadmap for Institutional Strengthening of LFAD including strategy to improve performance and reduce back logs of audits prepared b) Finance Budget and Accounting Management module rolled out and fully operational across 13 Nagar Nigams | No | a) Institutional Strengthening Report of LFAD, along with acceptance of the Finance Department provided b) E24 | a) NA b) IVA | a) The verification will involve review of the Institutional Strengthening report of LFAD b) The verification will involve review of financial reports and accounts of ULBs from SUDA/UAD Dash board/Web Portal and verified for completeness and correctness on random sample basis. |
| | Year 2: a) Technical staff of LFAD trained in the new framework, including conduct of 6 pilot audits for the six Regional Offices of LFAD. b) 50% of GPs have closed monthly cash books within 45 days of the month | No | a) Self certification of the Director of LFAD confirming training of technical staff of LFAD and share reports for pilots conducted. Details of training plan, delivery, number and designation of staff trained, and feed back to be shared with IVA. B) PRIASOFT Dashboard State level report on status of month book closing | IVA | a) The IVA will confirm training delivery on random sample check basis and overall verify the number of manpower trained. B) IVA will verify status of month book closing from PRIASOFT portal and conduct sample check of selected 10 Village Panchayats to confirm completeness and correctness of the books of accounts |

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|---|---|----|--|-----|--|
| | Year 3: a) Audits completed in at least 30% units, up to the financial year not earlier than the preceding two financial years. b) Finance Budget and Accounting Management module rolled out and fully operational across 13 Nagar Nigams and 44 Nagar Palikas | No | a) Self certification by Director LFAD that audit backlogs reduced by 30%. Based on random sample selected by IVA, signed Audit Reports to be shared with IVA. b) State level dashboard on ULB financial performance | IVA | a) Verification will include random sample checks of the results reported with source data. b) Verification will involve review of financial reports and accounts of ULBs from SUDA/UAD Dash board/Web Portal and verified for completeness and correctness on random sample basis. |
| | Year 4: a) Audits completed in at least 60% units, up to the financial year not earlier than the preceding two financial years b) 90% of GPs have closed monthly cash books within 45 days of the month c) Finance Budget and Accounting Management module rolled out and fully operational across 13 Nagar Nigams, 44 Nagar Palikas and 112 Nagar Panchayats | No | Self certification by Director LFAD that audit backlogs reduced by 30%. Based on random sample selected by IVA, signed Audit Reports to be shared with IVA. b) PRIAsOFT Dashboard State level report on status of month book closing c) State level dashboard on ULB financial performance | IVA | a) Verification will include random sample checks of the results reported with source data. b) IVA will verify status of month book closing from PRIAsOFT portal and conduct sample check of selected 10 Village Panchayats to confirm completeness and correctness of the books of accounts c) Verification will involve review of financial reports and accounts of ULBs from SUDA/UAD Dash board/Web Portal and verified for completeness and correctness on random sample basis. |
| DLI 5: Increase in property tax collected in urban local bodies | Year 2:Property survey initiated and GIS base map created for xx/158 ULBs | No | Chhattisgarh Urban Development department | IVA | Verification will review Information provided by the Chhattisgarh Urban Development Department |
| | Year 3 :Property survey initiated and GIS base map created for xx/158 ULBs | No | Chhattisgarh Urban Development department | IVA | Verification will review Information provided by the Chhattisgarh Urban Development Department |
| | Year 4:Increase in property tax collected in urban local bodies by xx% | No | Chhattisgarh Urban Development department | IVA | Verification will review Information provided by the Chhattisgarh Urban Development Department |
| | Year 5:Increase in property tax collected in urban local bodies by xx% | No | Chhattisgarh Urban Development department | IVA | Verification will review Information provided by the Chhattisgarh Urban Development Department |
| Increase in Number of GST registered taxpayers | Percentage increase in GST taxpayer registration compared to baseline | No | Goods and Services Tax Network data on number of GST registrants in Chhattisgarh | CTD | As only the Commercial Tax Department of Chhattisgarh will have access to the GSTN portal the data will be shared by the Department |

| | | | | | |
|---|--|----|-------|-----|---|
| Improved coverage of eligible beneficiaries in selected schemes | Year 1: Policy Planning Tool for targetting of beneficiaries developed and deployed AND Data Sharing and Consent Framework Policy & Guidelines notified | No | CHiPS | IVA | <p>1. Verification will verify if a portal is Live in production environment with access to One (1) short-listed scheme administrative users.</p> <p>2. Further, the IVA will review if the State Legislative Assembly has enacted State Aadhaar Act as per Aadhaar Act, 2016 and the same has been Gazatted by the State government.</p> <p>3. IVA will also verify that Data Exchange Framework Guidelines are issued/published by CHiPS or equivalent authority.</p> |
| | Year 2: Roll-out of Social Registry and Data Exchange Platform | No | CHiPS | IVA | IVA will verify if Social Registry and Data Exchange Platform is Live in production environment and has established successful electronic communication with One (1) of the short-listed schemes as per the RFP, Business Requirement and Functional Requirement document. |
| | Year 3: 78 schemes digitized and integrated with Social Registry and Data Exchange Platform | No | CHiPS | IVA | Verification will verify if short-listed schemes is operational through a MIS systems with the capability to digitally record beneficiary enrolment, verification and disbursement of benefits. |
| | Year 4: Coverage to be increased by 10% of baseline in shortlisted schemes, of which 80% are DBT compliant | No | CHiPS | IVA | <p>1. IVA will verify through reports and logs obtained from Policy Planning System that potential eligible beneficiary list is generated.</p> <p>2. IVA will also verify that 80% beneficiaries in this list are present/available in the actual beneficiary list provided by scheme managing departments or CHiPS or equivalent authority.</p> |

| | | | | | |
|--|---|-----------|--------------|------------|--|
| | <p>Year 5: Coverage to be increased by 15% of baseline in shortlisted schemes, of which 85% are DBT compliant</p> | <p>No</p> | <p>CHiPS</p> | <p>IVA</p> | <p>1. IVA will verify through reports and logs obtained from Policy Planning System that potential eligible beneficiary list is generated.</p> <p>2. IVA will also verify that 85% beneficiaries in this list are present/available in the actual beneficiary list provided by scheme managing departments or CHiPS or equivalent authority.</p> |
|--|---|-----------|--------------|------------|--|

Section 6. Standard Forms of Contract and Annexure

[Text in brackets provides guidance to the Borrower for the preparation of the RFP; it should not appear on the final RFP to be delivered to the shortlisted Consultants]

**CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS
(IBRD FINANCED)**

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

- 2. Term**

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

- 3. Payment**
 - A. Ceiling

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

 - B. Schedule of Payments

The schedule of payments is specified below:

The payment milestone shall be as follow:

| | | Payment |
|----|---|--|
| 1. | Submission of Inception Report covering verification of all 22 results and its acceptance by GoCG | 4% of Contract Price |
| 2. | Submission of Verification Report for 22 results (under DLI 1-7) and its acceptance by GoCG | 4% of Contract Price for verification of each DLI results (i.e. 88% [4x22] of Contract Price for verification of all 22 results) |
| 3. | Submission of Assignment completion report and its acceptance by World Bank | 8% of Contract Price |
| | | |

[Total sum of all installments shall not exceed the Contract price set up in 3 A above for verification of 22 results.]

C. Payment Conditions

Payment shall be made in Indian Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator.

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

B. Reports.

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

- 5. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

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- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of India, and the language of the Contract shall be English
- 12. Dispute Resolution** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations