

Capacity Building Commission (CBC)

**attached office under Department of Personnel and Training (DoPT),
(Government of India)**

Request for Proposals For Empanelment of Agencies for Development of Capacity Building plans at various Ministry, Department and Organizations (MDO) under Mission Karmayogi

**Consulting Services
Framework Agreement(s)
(with financial proposals (rates) invited at the
Primary Procurement stage)**

RFP No. IN-CBC-482165-CS-QBS

Issue Date: 6th June, 2025

Standard Procurement Document

SUMMARY

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Letter

This Section is a template of a letter for a Request for Proposals from the Procuring Agency addressed to a shortlisted consulting firm inviting it to submit a proposal for a Primary Procurement to conclude a Framework Agreement. The RFP letter includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable Procurement Regulations for IPF Borrowers or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help consulting firms to prepare their proposals. It contains details on the submission, opening, and evaluation of proposals received during the Primary Procurement. It also provides an overview of the Secondary Procurement for the award of a Call-off Contract(s) once the Framework Agreement(s) is concluded. This is more fully described in the Framework Agreement.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2. The technical proposal will provide the Experts and normally outline the methodology and allocation of resources. The methodology and allocation of resources at the framework agreement level is to demonstrate the consultants’ methodology and approach in carrying out typical assignments to be carried out under the Framework Agreement.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2. The Financial proposals will provide the remuneration rates of Experts (depending on the expected locations and timings of the assignments, there may be more than one expert for a position) and reimbursable unit rates which

will be subject to negotiation with the Consultants the Procuring Agency intends to enter into framework agreement/s.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Fraud and Corruption

This section includes the fraud and corruption provisions which apply to this selection process.

Section 7: Terms of Reference (TORs)

This Section includes the generic terms of reference that broadly provide the objectives, background information and as much information as practically possible on the planned assignments (such as expected scope, locations if known, typical estimated person months requirements, qualifications of key experts, expected typical deliverables) to enable the consultants to propose appropriate experts and show how they would organize and resource their teams. At the Primary Procurement, the TOR may be in broad terms but sufficiently accurate to ensure confidence of the market and enable competitive proposals. The assignment specific TORs may include evolving needs as long as the services remain within the scope defined in the generic TOR in the Primary Procurement.

PART II – FRAMEWORK AGREEMENT

This section includes the Notification of Intention to conclude a Framework Agreement(s) and the Notification to conclude a Framework Agreement (s). The section also sets out the provisions of the Framework Agreement and includes relevant schedules, including details of the Secondary Procurement.

SELECTION OF CONSULTANTS

Request for Proposals for Empanelment of Agencies for Development of Capacity Building plans at various Ministry, Department and Organizations (MDO) under Mission Karmayogi (Consulting Services) Framework Agreement (s)

PRIMARY PROCUREMENT

Procuring Agency: Capacity Building Commission (CBC)

Country: India

Name of Project: PUBLIC SECTOR CAPABILITY ENHANCEMENT
PROJECT (PSCAPE)

Framework Agreement Title: Development of Capacity Building plans at
various Ministry, Department and Organizations (MDO)

RFP No: IN-CBC-482165-CS-QBS

Loan No./Credit No./Grant No.: P174067

Issued on: 6th June, 2025

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PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Request for Proposal Letter

Consulting Services

Framework Agreement Title: *Development of Capacity Building Plans (CBP) at various Ministry, Department and Organizations (MDO)/ States under Mission Karmayogi*

RFP Reference No.: IN-CBC-482165-CS-QBS

Loan No./Credit No./ Grant No.: P174067

Country: India

Date: 6th June, 2025

1. The Department of Personnel & Training (DoPT), Government of India has received financing from the World Bank toward the cost of the Public Sector Capability Enhancement Project and intends to apply part of the proceeds toward payments under Call-off Contracts that may be awarded under the Framework Agreements (FAs) for Development of Capacity Building Plans (CBP) at various Ministry, Department and Organizations (MDO) under Mission Karmayogi concluded pursuant to this RFP Primary Procurement.
2. The Procuring Agency is undertaking the Primary Procurement with a view to concluding Framework Agreements. The Procuring Agency is the leading Client under the Framework Agreements. In addition to leading Client, following are additional Clients who may use the resulting Framework Agreements to conduct secondary procurement process and sign Call-Off Contracts.
 - a. Karmayogi Bharat (KB)
 - b. Department of Personnel & Training (DoPT)
 - c. Ministry/Department/Organization (MDO)/ States
3. The Procuring Agency now invites proposals to provide the following consulting services (hereinafter called “Services”) pursuant to a Framework arrangement for **Development and implementation of Capacity Building Plans (CBP) at various Ministry, Department and Organizations (MDO)/State level under Mission Karmayogi**. More details on the Services are provided in the Terms of Reference (Section 7).
4. This Request for Proposals (RFP) is open to all eligible Consultants as per criteria specified in this RFP.

5. The Framework Agreements to be concluded will be Multi-User. A list of the users (participating Clients) entitled to procure under the Framework Agreements is provided in the RFP.
6. Framework Agreements will be concluded with more than one Consultant.
7. The selection of a FA Consultant to be awarded a Call-off Contract will be done through a Secondary Procurement as defined in Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency, including participating Clients, to procure the consulting services under a Call-off Contract. The conclusion of Framework Agreement does not guarantee that a Consultant in the framework agreement will be awarded a Call-off Contract.
8. A firm will be selected under ***Quality-based selection method procedures***, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" "Procurement Regulations Fifth Edition, September 2023" ("Procurement Regulations"), which can be found at the following website: www.worldbank.org.
9. The Framework Agreements shall be **concluded for the initial Term of 3 years** from the commencement date stated in the Framework Agreement. The initial term may be extended by a maximum of two additional years, based on the need and performance of the consultants under FAs.
10. The framework agreement is intended to cover the following geographical areas: *All MDOs/ States across India.*

The RFP includes the following documents:

- Section 1 – Request for Proposals Letter
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – Fraud and Corruption
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Call-off Contract (Time-Based/ lump sum)
11. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the publication of the conclusion of framework agreement notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.

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

13. To access the complete RFP document, please visit CPPP portal at <https://eprocure.gov.in/eprocure/app>. The Corrigendum of RFP (if any) shall also be published at this portal.

Yours sincerely,

Shri. Ngulkhosat, Under Secretary
Capacity Building Commission
Jawahar Vyapar Bhawan, 22nd floor,
Janpath, New Delhi - 110001
Phone: 011-23701126
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Section 2. Instructions to Consultants and Data Sheet

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[Notes to the Procuring Agency: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Procuring Agency" should be deleted from the final RFP issued to the shortlisted Consultants].

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) **"Applicable Law"** means the laws and any other instruments having the force of law in the Borrower's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) **"Borrower"** means the Government, Government agency or other entity that signs the *[loan/financing/grant¹]* agreement with the Bank.
- (e) **"Client"** means the agency(ies) **specified in the Data Sheet** that is/are permitted to Procure the Services from a Consultant under a Call-off Contract awarded through a Framework Agreement.
- (f) **"Consultant"** means a legally-established professional consulting firm or an entity that may be considered to provide or provides the Services to the Client, upon conclusion of a Framework Agreement, under the Call-off Contract.
- (g) **"Call-off Contract"** means a contract awarded by a Client, under the Framework Agreement, pursuant to a Secondary Procurement, for the provision of the Services.
- (h) **"Closed Framework Agreement"**: A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.

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

- (i) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (k) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) **“Framework Agreement (FA)”** means the agreement between the Procuring Agency and Consultant(s) (the successful Consultant(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement.
- (m) **“Government”** means the government of the Borrower’s country.
- (n) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Agency) with proof of receipt;
- (o) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable for the execution of any Call-off Contract(s) awarded under the Framework Agreement in accordance with the Call-off Contract conditions that apply.
- (p) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (q) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

- (r) **“Lead Client”** when named in the Framework Agreement, a Lead Client is a party to the Framework Agreement, in its capacity as: (a) the lead agency acting on behalf of all participating Clients in managing and administering the Framework Agreement, and (b) as a Client in its own right.
- (s) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Client permitted to procure the Services through a Call-off Contract.
- (t) **“Multi-Consultant Framework Agreement”** means where more than one consultant concludes a Framework Agreement for provision of the Services, as specified in the Data Sheet.
- (u) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof and whose CVs are not evaluated individually.
- (v) **“Primary Procurement”** means the procurement process that results in concluding a Framework Agreement(s) with a successful Consultant(s), as described in this Request for Proposals.
- (w) **“Procuring Agency”** means the agency that undertakes the Primary Procurement and concludes the Framework Agreement(s).
- (x) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (y) **“Responsible Agency”** when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful consultants, and, as the agency responsible for managing and administering the Framework Agreement, on behalf of the Client or Clients, once it has been concluded. A Responsible Agency is not a Client under the Framework Agreement.
- (z) **“RFP”** means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SPD - RFP.
- (aa) **“Secondary Procurement”** means the process described in the Framework Agreement and followed

by a Client to select a Consultant and award a Call-off Contract for the provision of Services.

(bb) **“Services”** means the work to be performed by the Consultant under a Call-off Contract awarded under a Framework Agreement.

(cc) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(dd) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s personnel.

(ee) **“Single-User Framework Agreement”** means a Framework Agreement where there is only one Client.

(ff) **“Single-Consultant Framework Agreement”** means a Framework Agreement where only one consultant concludes a Framework Agreement for the provision of the Services, as specified in the Data Sheet.

(gg) **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

(hh) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Procuring Agency and the Client during the whole performance of the Framework Agreement and Call-off Contract.

(ii) **“Term”** mean the duration of a Framework Agreement starting on the Commencement Date specified in the Data Sheet. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.

(jj) **“Terms of Reference (TORs)”** (this Section 7 of the RFP) means the generic Terms of Reference that

explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. More precise assignment-specific TORs are provided by the Client/s, as appropriate, during the Secondary Procurement.

2. Introduction

- 2.1 The Procuring Agency named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Framework Agreement/s with the selected Consultant/s.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Procuring Agency will provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Procuring Agency and/or the Client, as the case may be, any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Framework Agreement and Call-off Contract (if awarded) and/or sanctions by the Bank.

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

a. Conflicting Activities

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

b. Conflicting Assignments

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

c. Conflicting Relationships

(iii) Relationship with the Procuring Agency's or Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Procuring Agency, Client, or of the project implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the RFP or preparation of the Terms of Reference for the Framework Agreement or Call-off Contract, (ii) the selection process for the Framework Agreement or Call-off Contract, or (iii) the implementation or supervision of the Framework Agreement or Call-off Contract, may not be able to conclude a Framework Agreement or be awarded a Call-off 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 Framework Agreement and/or Call-off Contract.

- 4. Unfair Competitive Advantage**
- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
- 5. Fraud and Corruption**
- 5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, Primary Procurement, Framework Agreement performance, Secondary Procurement, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Bank.
- 6. Eligibility**
- 6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.
- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.
- 6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:
- a. Sanctions**
- 6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be

ineligible to be shortlisted for, submit proposals for, or conclude a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

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

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

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and conclude a Framework Agreement or be awarded a Call-off Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Procuring Agency, Responsible Agency or a Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and

- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower
Debarment**

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

B. Preparation of Proposals

**7. General
Considerations**

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

**8. Cost of
Preparation of
Proposal**

- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to the Consultant.

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the **Data Sheet**.

**10. Documents
Comprising the
Proposal**

- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Framework Agreement and Call-off Contract, the Borrower's country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal, Framework Agreement and, if awarded, Call-off Contract execution,

as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Procuring Agency in accordance with ITC 13.1.1.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Proposal Validity

12.4 The Procuring Agency will make its best effort to complete the negotiations and conclude the Framework Agreement prior to the date of expiry of the Proposal validity. However, should the need arise, the Procuring Agency may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

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

- b. Substitution of Key Experts at Validity Extension**
- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal may be rejected.
- c. Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. The Procuring Agency will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Procuring Agency prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.
- 15. Technical Proposal Format and Content**
- 15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 16. Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list (a) the remuneration rates for Experts and (b) unit prices for reimbursable expenses indicated in the Data Sheet.
- a. Price Adjustment**
- 16.2 For Framework Agreements with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes**
- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Call-off Contracts unless stated otherwise in the **Data**

Sheet. Information on taxes in the Borrower's country is provided in the **Data Sheet**.

- c. Currency of Proposal** 16.4 The Consultant may express the remuneration and reimbursable rates in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the rates representing local cost shall be stated in the national currency.

C. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", [reference number], [name and address of the Consultant],

and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

- 17.6 Similarly, the original Financial Proposal and its copies shall be placed inside of a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” “[Name of the Assignment], [reference number], [name and address of the Consultant]”, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Procuring Agency and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “**Do Not Open Before** [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Agency no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1 Information relating to the evaluation of Proposals and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Consultants or any other persons not officially concerned with the Primary Procurement until the Notification of Intention to conclude the Framework Agreement is transmitted. Exceptions to this ITC are where the Procuring Agency notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of the Framework Agreement being concluded, if a Consultant wishes to contact the Procuring Agency or the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

19.1 The Procuring Agency's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 22.

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

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the Financial Proposals are opened.

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

21. Evaluation of Technical Proposals

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

aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Notification of Results of Technical Evaluation, Opening of Financial Proposals

- 22.1 Following the ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score (**Single-Consultant Framework Agreement** as specified in the **Data Sheet**- ITC Reference 1(ff)), or proposals for the top-ranked Consultants (**Multi-Consultant Framework Agreement** within the range specified in the **Data Sheet**- ITC Reference 1(t)), as applicable, the Procuring Agency shall notify in writing the respective Consultant/s that its/their Technical Proposal/s have/ has been evaluated as the highest or is among the top ranked, as applicable.
- 22.2 The Procuring Agency shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked or are not among the top ranked, as applicable; and (ii) that their Financial Proposals will be returned unopened after the Framework agreement negotiations are successfully concluded and the Framework Agreement(s) is/are signed.
- 22.3 The Procuring Agency shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals (remuneration and reimbursable rates) of the highest ranking Consultant or top ranked Consultants, as applicable.
- 22.4 The opening date of the Financial Proposals shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2. However, if the Procuring Agency receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 37.1.

23. Correction of Errors

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

24. Taxes

- 24.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the

Borrower's country in accordance with the instructions in the **Data Sheet**.

- 25. Conversion to Single Currency**
- 25.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 26. Negotiations**
- 26.1 The negotiations will be held with the top-ranked Consultant or each of the top ranked consultants (within the range specified in the **Data Sheet**) as applicable, evaluated in accordance with ITC 21, at the date and address indicated in the **Data Sheet**. The Consultant's representative(s) participating in the negotiations must have written power of attorney to negotiate and sign Framework Agreement/s on behalf of the Consultant/s.
- 26.2 The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the respective Consultant's authorized representative.
- a. Availability of Key Experts**
- 26.3 The invited Consultant(s) shall confirm the availability of all Key Experts included in the Proposal(s) as a prerequisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Framework Agreement with the next-ranked Consultant.
- 26.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer substitute Key Expert/s within the period of time specified in the letter of invitation to negotiate the Framework Agreement, who shall have equivalent or better qualifications and experience than the original candidate/s.
- b. Technical Negotiations**
- 26.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed approach and methodology, the proposed Key Experts, the Framework Agreement provisions, and finalizing the TOR to be included in the Framework Agreement. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the Framework Agreement

- c. Financial Negotiations**
- 26.6 The negotiations include the clarification of the Consultant's/s' tax liability in the Borrower's country and how it should be reflected in the Framework Agreement(s).
- 26.7 Unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates and reimbursable rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Procuring Agency may ask for clarifications and, if the fees are still high, ask to revise the rates. The format for (i) providing information on remuneration rates and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-2: Financial Negotiations – Breakdown of Remuneration Rates.
- 27. Conclusion of Negotiations**
- 27.1 The negotiations are concluded with a review of the finalized draft Framework Agreement/s, which then shall be initialed by the Procuring Agency and the Consultant's/s' authorized representative/s.
- 27.2 If the negotiations with a Consultant fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so. The Procuring Agency will continue negotiations with the remaining top-ranked Consultant(s) and shall not reopen the earlier terminated negotiations.
- 28. Standstill Period**
- 28.1 The Framework Agreement(s) shall not be concluded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 34. The Standstill Period commences the day after the date the Procuring Agency has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to conclude a Framework Agreement. Where only one Proposal is submitted, or if this Primary Procurement is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 29. Notification of Intention to Conclude a**
- 29.1 The Procuring Agency shall send to each consultant that submitted a proposal, the Notification of Intention to Conclude a Framework Agreement(s) with the successful

Framework Agreement	<p>Consultant(s). The Notification of Intention to Conclude shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) the name and address of the Consultant(s) with whom the Procuring Agency successfully negotiated a Framework Agreement/s; (b) the names of all Consultants included in the short list, indicating those that submitted Proposals; (c) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant; (d) the technical ranking of the Consultants; (e) a statement of the reason(s) why the recipient's Proposal was unsuccessful; (f) the expiry date of the Standstill Period; and (g) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.
30. Framework Agreement Criteria	<p>30.1 This is a Closed Framework Agreement. The criteria that apply in the selection of Consultant(s), with whom a Framework Agreement(s) may be concluded is specified in the Data Sheet.</p>
31. No Obligation to Procure	<p>31.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Client(s) to procure any Services under the Framework Agreement.</p>
32. Non-exclusivity	<p>32.1 This Primary Procurement is non-exclusive, and the Procuring Agency reserves the right to procure the consulting services from other consultants who are not in the Framework Agreement.</p>
33. Notification to conclude a Framework Agreement	<p>33.1 Prior to the date of expiry of the proposal validity and upon expiry of the Standstill Period, specified in ITC 28.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been submitted within the Standstill Period, the Procuring Agency shall transmit to the successful Consultant(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Consultant (s), and a request to submit the completed Beneficial Ownership Disclosure Form within eight (8) Business Days of receiving the request.</p>

- 34. Debriefing by the Procuring Agency**
- 34.1 On receipt of the Procuring Agency’s Notification of Intention to Conclude a Framework Agreement(s), referred to in ITC 29.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Procuring Agency for a debriefing. The Procuring Agency shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.
- 34.2 Where a request for debriefing is received within the deadline, the Procuring Agency shall provide a debriefing within five (5) Business Days, unless the Procuring Agency decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Procuring Agency shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.
- 34.3 Where a request for debriefing is received by the Procuring Agency later than the three (3)-Business Day deadline, the Procuring Agency should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 34.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.
- 35. Signing the Framework Agreement**
- 35.1 The Consultant shall sign, date and return the Framework Agreement within the period specified in the **Data Sheet**, upon receipt of the same.
- 35.2 In case of Multi-User Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all participating Clients.
- 36. Publication of the Conclusion of Framework Agreement Notice**
- 36.1 Within ten (10) Business Days of transmission to the successful Consultant(s) of the Notification(s) to Conclude a Framework Agreement(s), as per ITC 33.1, the Procuring Agency shall publish the Conclusion of Framework Agreement Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Procuring Agency, and if applicable, all participating Clients;
- (b) name and reference number of the Framework Agreement being concluded, and the selection method used;
- (c) names of all Consultants that submitted proposals, and pricing mechanism, if applicable;
- (d) names of all Consultants whose proposals were not accepted, with the reasons therefor;
- (e) the name(s) of the successful Consultant(s), the duration of Framework Agreement(s), and a summary of its scope; and
- (f) successful Consultant's (Consultants') Beneficial Ownership Disclosure Form.

36.2 The Conclusion of Framework Agreement Notice shall be published on the Procuring Agency's website with free access if available, or in at least one newspaper of national circulation in the Procuring Agency's Country, or in the official gazette. The Procuring Agency shall also publish the Conclusion of Framework Agreement Notice in UNDB online.

37. Procurement Related Complaint

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

38. Method and criteria for award of Call-off Contract

38.1 The Secondary Procurement method that shall apply in selecting FA Consultant and awarding a Call-off contract is specified **in the Framework Agreement** (Framework Agreement, Schedule 5, Secondary Procurement). To be entitled to participate in a Secondary Procurement, and awarded a Call-off Contract, FA Consultants must continue to be technically qualified and eligible, as per the criteria stipulated in this RFP. The Client may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued technical qualification and eligibility.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
Note	The term “Shortlisted Consultant” in this document is to be interpreted as the consultant who intends to submit or has already submitted a proposal.
1 (b)	Country: India
1 (d)	The Borrower is: Government of India Loan or Financing Agreement amount: 47.00 Million USD The name of the Project is: Public Sector Capability Enhancement Project (P174067)
1 (n)	<p>Electronic –Procurement System The Procuring Agency shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process: https://eprocure.gov.in/eprocure/app</p> <p>The electronic-procurement system shall be used to manage the following part of the RFP process: The electronic-procurement system shall be used to publish RFP, corrigendum/amendment (if any), submissions of proposals, accepting and opening of proposals.</p>
1(s) or 1(ee)	This Primary Procurement will conclude a Multi-User Framework Agreement
1(e) and (s)	<p>Clients The Client(s) that are permitted to procure consulting services under the Framework Agreement are:</p> <ol style="list-style-type: none"> 1. Karmayogi Bharat (KB) -7th Floor, Parsavnath Capital Tower, Bhai Vir Singh Marg, Gole Market, New Delhi-110001 2. Department of Personnel & Training (DoPT)- Block 04, 3rd floor, Old JNU Campus, New Mehrauli Road, New Delhi-110067 3. Various Ministries/ Department / Organizations (MDOs) / States

<p>1(t) or (ff)</p>	<p>Multi-Consultant Framework Agreement</p> <p>This Primary Procurement intends to conclude a Multi-Consultant Framework Agreement.</p> <p><u>Framework Agreement panel – minimum number (3)</u></p> <p>The Procuring Agency intends to conclude a Framework Agreements with a minimum number of Consultants.</p> <p>The minimum number is Three (3).</p> <p><u>Framework Agreement panel – maximum number (10) or may be less or more based on the no. of qualified proposals and decision of the Evaluation Committee</u></p> <p>Subject to successful negotiations, the Procuring Agency, will conclude Framework Agreements up to a maximum number of (10) consultants who scored above the minimum technical score (St) required to pass, ranked in terms of their technical scores.</p> <p>If the number of successful consultants is less than the minimum (3), the Procuring Agency may decide to invite new proposals or alternatively decide to conclude the FA with those qualified consultants.</p>
<p>1(ii)</p>	<p>Term of Framework Agreement</p> <p>The Framework Agreement shall be for a Term of three (3) years from the commencement date stated in the Framework Agreement and the initial term may be extended for additional two (2) years on mutual consent and based on the performance of the consultant.</p>
<p>2.1</p>	<p>The Procuring Agency is: Capacity Building Commission (CBC)</p> <p>The Procuring Agency will conclude, administer and manage the Framework Agreement.</p> <p>The reference number of the Request for Proposals (RFP) is: <i>IN-CBC-82165-CS-QBS</i></p> <p>The name of the RFP is: Development of Capacity Building Plans (CBP) at various Ministry, Department and Organizations (MDO)/ States under Mission Karmayogi</p> <p>Method of selection:</p> <ol style="list-style-type: none"> 1) Quality Based Selection (QBS) method shall be applicable for the empanelment of agencies for the framework agreement. Consultants who qualify the pre-qualification criteria and secure the minimum

	<p>technical qualification marks as specified in the RFP shall be eligible of empanelment. The financial proposal of all technically qualified consultants shall be opened. The financial proposal taken at primary procurement stage is only for the purpose of capping of rate of services of each empaneled consultant. The evaluated rates as quoted by each technically qualified consultant shall be taken as the capped unit price for each service/ resource in their Framework Agreement.</p> <p>2) While awarding the work, the client may choose to float the requirement to all categories of empaneled agencies or to a particular category of empaneled agencies. The empaneled agencies shall be required to submit their technical proposal as per the scope of work and other details given in the call off RFP. The agencies shall submit the financial proposal for the development of CBP for particular M/D/O/ State in response to the call off RFP and shall be free to quote rates below the capped unit prices in the empanelment RFP. The agencies shall be selected as per Least Cost Selection (LCS) or any other method of selection as per the Procurement Regulations (available on www.worldbank.org).</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes</p> <p>The name of the assignment is: Empanelment of the consulting firms/agencies for the Development of Capacity Building Plans (CBP) at various Ministry, Department and Organizations (MDO)/ States under Mission Karmayogi</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 16th June, 2025</p> <p>Time: 11.30 am</p> <p>Address: Conference room, Capacity Building Commission, Jawahar Vyapar Bhawan, 22nd floor, Janpath, New Delhi - 110001</p> <p>Telephone: 011-23701126</p> <p>Email: cbc-dopt@gov.in</p> <p>Contact person/conference coordinator: Mr. Kashish Meena, ASO, CBC</p>
2.4	<p>The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: CBC will</p>

	facilitate the meeting with various Govt. officials at MDO/ States required for development of CBP.
4.1	<i>None</i>
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	This RFP has been issued in the <i>English</i> language. Proposals shall be submitted in <i>English</i> language. All correspondence exchange shall be in <i>English</i> language.
10.1	<p>The Proposal shall comprise the following:</p> <p style="padding-left: 40px;">1st Inner Envelope with the Technical Proposal:</p> <p style="padding-left: 40px;">(1) Power of Attorney to sign the Proposal</p> <p style="padding-left: 40px;">(2) TECH-1</p> <p style="padding-left: 40px;">(3) TECH-2</p> <p style="padding-left: 40px;">(4) TECH-3</p> <p style="padding-left: 40px;">(5) TECH-4</p> <p style="padding-left: 40px;">(6) TECH-5</p> <p style="padding-left: 40px;">(7) TECH-6 Code of Conduct (if applicable): The Consultant shall submit its Code of Conduct that will apply to the Experts. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p style="padding-left: 40px;">(8) TECH-7 Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration</p> <p style="padding-left: 40px;">AND</p> <p style="padding-left: 40px;">2nd Inner Envelope with the Financial Proposal (if applicable):</p>

	<p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p>
10.2	<p>Statement of Undertaking is required</p> <p>Yes</p> <p>In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, collusion, in force in the country of the Borrower.</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes</p> <p>However, No Consortium or Joint Venture is allowed under this RFP. Only individual agencies are required to participate.</p>
12.1	<p>Proposals shall be valid until 180 days from the last day of submission.</p>
13.1	<p>Clarifications may be requested no later than <i>the Pre-proposal meeting date as specified above at clause 2.3.</i></p> <p>The contact information for requesting clarifications is: Under Secretary, CBC, E-mail: cbc-dopt@gov.in</p>
13.1.1	<p>The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline.</p>
13.2	<p>A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals. No modifications to the Technical or Financial Proposal shall be accepted after the proposal submission deadline.</p> <p>(a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the ‘Proposal’.</p> <p>(b) For this purpose, modification/withdrawal by other means will not be accepted.</p>

	<p>(c) The modification and consequential re-submission of proposals is allowed any number of times.</p> <p>(d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is not allowed.” The same may be verified from CPP helpline if required, by the consultant.</p>
14.1.1	Not applicable
16.1	Not applicable
16.2	<p>A price adjustment provision applies to remuneration rates: Not applicable</p>
16.3	Information on the Consultant’s tax obligations in the India shall be applicable as per Government of India rules.
16.4	Not applicable
C. Submission, Opening and Evaluation	
17	<p>The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically on the e-procurement system and in accordance with procedure specified in the Data Sheet. Proposals submitted by any other means will be rejected. Detailed guidelines for viewing proposals, and for online submission of proposals are given on the website.</p> <p>-An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney to be scanned and uploaded together with the Technical Proposal.</p> <p>- Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p>

	<p>- The Proposal or its modifications must be uploaded on the e-procurement portal specified in ITC 1(p), no later than the deadline indicated in the Data Sheet, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline, as per server time.</p> <p>- Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the Data Sheet.”</p> <p><i>[Note for Consultants: For online submission of proposals, the Consultants shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be downloaded by the Consultants and filled up. The filled-up pages shall then be digitally signed, scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.]</i></p>
17.1	<p>The Consultants shall submit their Proposals electronically only.</p> <p><i>The electronic submission shall be at https://eprocure.gov.in/eprocure/app</i></p> <p>(No other form of proposal submission shall be accepted, other than online submission)</p>
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original.</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 9th July, 2025</p> <p>Time: 16:00 local time</p> <p>The Proposal submission address is online through CPPP portal https://eprocure.gov.in/eprocure/app</p>
19.1	<p>An online option for the opening of the Technical Proposals is offered:</p> <p>Yes</p> <p><i>The online opening procedure shall be: at CPPP website</i> https://eprocure.gov.in/eprocure/app</p>

	<p>The opening shall take place at:</p> <p>Address: Capacity Building Commission, Jawahar Vyapar Bhawan, 22nd floor, Janpath, New Delhi - 110001</p> <p>Date: 10th July, 2025</p> <p>Time: 16:30 local time</p>												
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals -NA</p>												
21.1	<p>Mandatory Criterion</p> <p>All bidders should mandatorily fulfil the below pre-qualification criteria:</p> <table border="1" data-bbox="399 842 1365 1852"> <thead> <tr> <th data-bbox="399 842 492 940">#</th> <th data-bbox="492 842 1016 940">Parameter</th> <th data-bbox="1016 842 1365 940">Supporting Documents/ Documentary Evidence</th> </tr> </thead> <tbody> <tr> <td data-bbox="399 940 492 1465">1.</td> <td data-bbox="492 940 1016 1465"> <p>The Consultant as a firm should be a single legal entity, and must be:</p> <p>a. A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013/ Partnerships Firm registered under the Limited Liability Partnerships or Partnership Act</p> <p>b. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status</p> </td> <td data-bbox="1016 940 1365 1465"> <p>1. Certificate of Incorporation /Copy of Registration Certificate (s).</p> <p>2. PAN Card Details</p> <p>3. GST registration certificate</p> </td> </tr> <tr> <td data-bbox="399 1465 492 1734">2.</td> <td data-bbox="492 1465 1016 1734"> <p>The Consultant Should have a positive net worth in last five (5) financial years. The financial years considered shall be between FY 2020-21 to FY 2024-25.</p> </td> <td data-bbox="1016 1465 1365 1734"> <p>Copy of profit and loss statements of the financial years into consideration and Statutory Auditor certificate certifying positive net worth in the last 5 financial years.</p> </td> </tr> <tr> <td data-bbox="399 1734 492 1852">3.</td> <td data-bbox="492 1734 1016 1852"> <p>The company should have liquid assets worth INR 5 Cr. at the time of bidding.</p> </td> <td data-bbox="1016 1734 1365 1852"> <p>Letter from the statutory auditor of the firm confirming financial</p> </td> </tr> </tbody> </table>	#	Parameter	Supporting Documents/ Documentary Evidence	1.	<p>The Consultant as a firm should be a single legal entity, and must be:</p> <p>a. A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013/ Partnerships Firm registered under the Limited Liability Partnerships or Partnership Act</p> <p>b. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status</p>	<p>1. Certificate of Incorporation /Copy of Registration Certificate (s).</p> <p>2. PAN Card Details</p> <p>3. GST registration certificate</p>	2.	<p>The Consultant Should have a positive net worth in last five (5) financial years. The financial years considered shall be between FY 2020-21 to FY 2024-25.</p>	<p>Copy of profit and loss statements of the financial years into consideration and Statutory Auditor certificate certifying positive net worth in the last 5 financial years.</p>	3.	<p>The company should have liquid assets worth INR 5 Cr. at the time of bidding.</p>	<p>Letter from the statutory auditor of the firm confirming financial</p>
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3.	<p>The company should have liquid assets worth INR 5 Cr. at the time of bidding.</p>	<p>Letter from the statutory auditor of the firm confirming financial</p>											

		capability of 5 Cr. at the time of bidding.
4.	<p>The Consultant as a firm (Bidder)/ agency must have relevant experience of development and implementation of Capacity Building Plan (CBP)/ Training Calendar/ Training Needs Assessment (TNA)/ Workforce Development and Organization Restructuring / Governance Reforms, Strategy and vision- policy formulation and implementation / HR consulting services for Indian Public Sector Organizations / Ministries/ Department /State Government/ PSU/ Enterprises/ Large Private Enterprises.</p> <p>The firm must have experience of implementing at least 3 such relevant projects during last 5 years (as on date of publication of this RFP) of the minimum value of Rs. 1 Crore of each contract.</p> <p>The bidder must provide details of the projects (as much as possible) for the evaluation committee to ascertain relevance.</p>	<p>Submit Work Order/ Contract/ MoU copies along with client completion/ performance certificates or other supporting document substantiating the successful completion/ performance under such project.</p> <p>In case of ongoing projects only projects which are 80% complete shall be considered. CA certificate certifying 80% payment has been billed and received along with copy of work order needs to be submitted for ongoing projects</p>
5.	<p>Domain-Specific Experience in Functional Groups (Group/ Category A, B, C and D):</p> <p>The agency should have prior experience in at least following nos. of domain area/ sectors/ identified governance domains in each Category mentioned in the ToR for empanelment under this RFP</p> <p>Category A- Minimum 4 domain area/ sectors specified</p> <p>Category B, C and D- Minimum 3 domain area/ sectors specified</p> <p>Submit at least 2 relevant Work Order/ Contract/ MoU copies of relevant projects executed for Government/ PSU only for each Sector and Domain of the minimum value of Rs. 2 crores, substantiating the experience and</p>	<p>Submit 2 relevant Work Order/ Contract/ MoU copies for showcasing experience of each sector/ domain. The work order/ contract must include the scope of work of services provided in such sector</p>

	knowledge of consultant of particular sector/ domain.	
6.	Must have a manpower of at least 30 technical personnel on pay roll of the bidder	HR certificate duly certified by the Authorized signatory
7.	The company should not be debarred from World Bank Procurements as per World Bank debarred list (https://www.worldbank.org/en/projects-operations/procurement/debarred-firms)	Letter from authorized signatory on the letter head of company regarding non-debarment
8.	Authorised signatory	Power of Attorney in the name of the representative signing the bid

The bidders shall be empaneled under 4 different categories (i.e. Category A; Category B; Category C and Category D as defined in the ToR) based on their technical competence and experience for particular domain/ sector specified under each Category.

Bidders are also free to apply for more than one category if they meet the pre-qualification and technical qualification criteria as specified in the RFP. In case a bidder applies for a category and the bid evaluation committee finds that he does not meet the eligibility requirements for the category then the committee has the right to re-assign the bidder to a different category for which the bidder fully meets the eligibility requirements.

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

Points

(i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** **[30 marks]**

1. Relevant Experience in Public Sector and Government Projects (20 Marks):

- Experience of successful implementation of projects related to development of Capacity Building Plans (CBP)/ Workforce Development and Organization Restructuring/ competency mapping/ HRD strategy/ training need assessment (TNA)/ capacity building/ Institutional strengthening/ development of competency-based training plan/ training calendar **for large-scale government**

programs for Central Ministries/Departments, State Governments, Public Sector Undertakings (PSUs) and Autonomous Government Bodies of minimum value of Rs. 1 Crore of each contract

- 5 and more projects- 18 marks
- 4 projects- 14 marks
- 3 projects- 10 marks
- 2 projects- 6 marks
- less than 2 projects- 0 marks

1 extra marks (maximum 2 contract) will be given for contract with experience in working with Mission Karmayogi initiatives or similar/ relevant large-scale government reform programs or similar competency-driven initiatives for central/ state government under each category above.

2. Domain-Specific Experience in Functional Groups (Group A, B, C, D, as specified in the ToR): **(10 Marks)**

Case Study for specific experience of development of Capacity Building Plan / Training Needs Assessment (TNA) and development of training calendar/ competency based CBP or training plan/ Workforce Development and Organization Restructuring for **any 2 Domain/ Sectors from any of the Category/ Categories applied by the Consultant**, covering minimum following details:

- The Agency should submit a maximum 3000-word write-up for each case study highlighting the objective, context, key intervention and complexity of the project, key design challenges faced, stakeholders managed, and key deliverables and results achieved in each project.

Marking criteria:

- 5 marks per case study; each project to be graded based on the description provided by the Consulting Agency, outcome achieved and basis its relevance to the scope outlined in this RFP
- Maximum 10 marks
- Project showcased in Minimum Qualification criteria or in response to Question 1 above can be repeated
- Any project completed during last five (5) years by the agency can be provided
- **Each project must be greater than INR 2 crores**
- The bidder must provide details of the projects (as much as possible)

for the evaluation committee to ascertain relevance

(ii) Adequacy and quality of the proposed approach and methodology in responding to the Terms of Reference (TORs): [25]

The evaluation will be based on the quality of the technical proposal submitted by the consultant. They must demonstrate the following but not limited to:

- Understanding of the ToR, scope of work, and expected outcomes of the CBP development process.
- Demonstrated approach to competency-based CBP, incorporating national and international best practices in training and skill development.
- Practicality and relevance of the execution approach and methodology for the current assignment addressing each scope element in this RFP
- Ability to design a practical and scalable execution methodology that aligns with Mission Karmayogi's vision.
- Integration of technology-driven solutions, e-learning, AI-driven capacity-building, and digital governance tools in CBP development.
- Clarity in deliverables, timelines, and work plan, ensuring structured implementation.
- Innovative Solutions & Value Addition.
- Work Plan, Deliverables & Risk Management.

(iii) Key Experts' qualifications and competence for the Assignment:

(Total Marks- 45)

Evaluation will be based on the CVs of the key personnel and experts, experience and academic qualifications will be considered as per criteria specified in the ToR.

Sl. No.	Name of Position/ Team Member	Max Score
1	Program Director -Lead	6
2	Capacity-Building & HRD Expert	5
3	Governance & Policy Specialists	5
4	Digital Learning & Technology Experts	5

	<table border="1"> <tr> <td data-bbox="435 199 565 359">5</td> <td data-bbox="565 199 1198 359">Subject Matter Experts (SMEs) (Sector-Specific Experts)- CVs of at least any 3 domain experts to be submitted based on the category applied by the agency</td> <td data-bbox="1198 199 1425 359">9 (3 marks each CV)</td> </tr> <tr> <td data-bbox="435 359 565 436">6</td> <td data-bbox="565 359 1198 436">State-Level CBP Coordinator/ Technical or CBP Consultant</td> <td data-bbox="1198 359 1425 436">4</td> </tr> <tr> <td data-bbox="435 436 565 514">7</td> <td data-bbox="565 436 1198 514">Monitoring & Evaluation (M&E) Consultant/ Research & Data Analyst</td> <td data-bbox="1198 436 1425 514">4</td> </tr> <tr> <td data-bbox="435 514 565 552">8</td> <td data-bbox="565 514 1198 552">Stakeholder Engagement & Communications Expert</td> <td data-bbox="1198 514 1425 552">4</td> </tr> <tr> <td data-bbox="435 552 565 590">9</td> <td data-bbox="565 552 1198 590">Associate Consultant</td> <td data-bbox="1198 552 1425 590">3</td> </tr> </table>	5	Subject Matter Experts (SMEs) (Sector-Specific Experts)- CVs of at least any 3 domain experts to be submitted based on the category applied by the agency	9 (3 marks each CV)	6	State-Level CBP Coordinator/ Technical or CBP Consultant	4	7	Monitoring & Evaluation (M&E) Consultant/ Research & Data Analyst	4	8	Stakeholder Engagement & Communications Expert	4	9	Associate Consultant	3	
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9	Associate Consultant	3															
24.1	<p style="text-align: center;">Total points for criterion (iii): 45 marks</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ol style="list-style-type: none"> 1) General qualifications (general education, training, and experience): <u>20%</u> 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): <u>70%</u> 3) Relevant experience of Government Organization/knowledge of administrative system, government organization, structure, experience of CBP development for government department (preference of working under Mission Karmayogi or similar competency-driven initiatives will be given) etc.: <u>10 %</u> <p style="text-align: right;">Total weight: 100%</p> <p>Total points for the five criteria: 100</p> <p>The minimum technical score (St) required to pass is: 70</p>																
25.1	Not Applicable																

	D. Negotiations and conclusion of a Framework Agreement
26.1	<p>Expected date and address for negotiations to conclude a Framework Agreement/s:</p> <p>Date: 30th June, 2025</p> <p>Address: Capacity Building Commission, Jawahar Vyapar Bhawan, 22nd floor, Janpath, New Delhi - 110001</p>
35.1	<p>Signing the Framework Agreement</p> <p>The Consultant shall sign, date and return the Framework Agreement within ten (10) days of receipt of the same.</p>
37.1	<p>The procedures for making a Procurement-related Complaint are detailed in Annex III of the Procurement Regulations for IPF Borrowers. If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: <i>Shri. Shyama Prasad Roy</i></p> <p>Title/position: <i>Joint Secretary</i></p> <p>Client: <i>Capacity Building Commission (CBC)</i></p> <p>Email address: shyama.roy@nic.in</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of this Request for Proposal; 2. the Procuring Agency's decision to exclude a Consultant from the procurement process prior to the award of contract; and 3. the Procuring Agency's decision to conclude a Framework Agreement(s).

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Submitted (Yes/ No), mention page no. of the proposal with remark, if any</i>
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
TECH-2	Consultant's Organization and Experience.	
TECH-2A	A. Consultant's Organization	
TECH-2B	B. Consultant's Experience	
TECH-3	Comments or Suggestions on the Terms of Reference	
TECH-4	Description of the Approach and Methodology	
TECH-5	Planning for deliverables for a typical assignment under the Framework Agreement	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
TECH-7	Code of Conduct [as applicable]	
TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	

FORM TECH-1
**Primary Procurement - Framework Agreement for Consulting
Services**

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Procuring Agency]*

Dear Sirs:

We, the undersigned, offer to conclude a Framework Agreement for the provision of the consulting services for *[Insert title of consulting services]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Borrower’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others].*
We *[where JV, insert: “including any of our JV members”]*, and any of our sub-consultants:
- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
 - (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
 - (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- (g) *[Note to Procuring Agency: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Borrower.]*
- (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate the Framework Agreement on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 26.4 may lead to the termination of Contract negotiations.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. The successful Consultant shall also provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Consultant was legally contracted by a client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.

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

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the proposed services.

FORM TECH-4

DESCRIPTION OF APPROACH AND METHODOLOGY IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the broad approach and methodology for performing assignments under the proposed Framework

{Suggested structure of your Technical Proposal:

Technical Approach and Methodology. {Please explain your understanding of the objectives of the Framework arrangement and typical assignments as outlined in the Terms of Reference (TORs), the technical approach, the methodology and organization (by applying a team of Key and Non-Key Experts) you would adopt for implementing the tasks (including, as required in the TOR, on managing any environmental and social risks, and cyber security risks) to deliver the expected output(s). Please do not repeat/copy the TORs in here.}

FORM TECH-5

PLANNING FOR DELIVERABLES FOR A TYPICAL ASSIGNMENT UNDER THE FRAMEWORK AGREEMENT

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

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

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND EXPERTS’ INPUTS FOR A TYPICAL ASSIGNMENT

N°	Name	Expert’s input (in person/month) per each Deliverable (listed in TECH-5)for a typical assignment under the Framework Agreement										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...		Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]								
			[Field]	[0.5 m]	[2.5]		[0]								
K-2															
K-3															
n															
											Subtotal				

- 1 Depending on the location and timing of the assignments under the Framework Agreement, the Framework agreement may demand more than one expert for a position
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Borrower’s country or any other country outside the expert’s country of residence.

 Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

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

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

Certification:

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

{day/month/year}

Name of Expert	Signature	Date
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{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
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FORM TECH-7

ES CODE OF CONDUCT FOR EXPERTS FORM

[Code of Conduct may be included, depending on the risk and nature of the services under the Framework Agreement. The Code of Conduct with the Attachment must be included for supervision (project management) of infrastructure contracts.]

Note to the Client:

The following minimum requirements shall not be modified. The Client may include additional requirements to reflect Contract-specific issues/risks.

Delete this Box prior to issuance of the RFP.

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, equipment and processes under each person's control are safe and without risk to health;
 - b. wearing required personal protective equipment; and
 - c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another ;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant's social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- An Expert rapes, or otherwise sexually assaults a member of the community.
- An Expert denies a person access to the Site unless he/she performs a sexual favor.
- An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
- When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
- Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
- An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

FORM TECH-8
SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT
PERFORMANCE DECLARATION

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each subconsultant proposed by the Consultant]

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form

- FIN-2 Remuneration Rates, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

- FIN-3 Reimbursable Expenses

FORM FIN-1
Primary Procurement - Framework Agreement for Consulting Services

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to conclude a Framework Agreement for the provision consulting services for [*Insert title of consulting services*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal.

Our attached **Financial Proposal provides the remuneration rates for Experts and reimbursable expenses unit rates**. Local indirect taxes shall be confirmed during Call-off negotiations.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Framework Agreement negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

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

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

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative’s address}

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

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

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

FORM FIN-2 REMUNERATION RATES

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month for a typical assignment under the Framework Agreement (from TECH-5)	INR only
Key Experts					
K-1			[Home]		
			[Field]		
K-2					
Non-Key Experts					
N-1			[Home]		
N-2			[Field]		

FORM FIN-3 BREAKDOWN OF REIMBURSABLE EXPENSES

N°	Type of Reimbursable Expenses	Unit	Unit Cost	INR only
	{e.g., Per diem allowances**}	{Day}		
	{e.g., International flights}	{Ticket}		
	{e.g., In/out airport transportation}	{Trip}		
	{e.g., Communication costs between Insert place and Insert place}			
	{ e.g., reproduction of reports}			
	{e.g., Office rent}			
			
	{Training of the Client’s personnel – if required in TOR}			

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

BENEFICIAL OWNERSHIP DISCLOSURE FORM

NOT APPLICABLE

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): _____ [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): _____ [list country/countries *or* indicate “none”]

Section 6. Fraud and Corruption

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

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section 7. Terms of Reference

I. Background

The Capacity Building Commission (CBC), established under the National Programme for Civil Services Capacity Building (NPCSCB), plays a crucial role in transforming the governance landscape in India. The programme aims to prepare Indian civil servants for the future by making them more creative, proactive, professional, energetic, transparent and technology enabled.

CBC is mandated to perform the following key functions:

- Coordinate with Departments, Organizations and Agencies of the Government of India for evolving a harmonious de-siloed approach to improve capacity and build shared resources.
- Facilitate preparation of Capacity Building Plans of Departments, Ministries and participating Organizations and submit the collated Plans for approval to the Prime Minister's Public Human Resource Council (PMHRC). The Commission will thereafter monitor and report the periodical progress of implementation to the Government.
- Prepare the Annual HR Report on the health of Civil Services along with target achievement; and make it public with the approval of the DoPT.
- Undertake Audit of Human Resources available in Government and assess outcomes of the Capacity Building efforts; and present an evaluation of the same for approval and necessary guidance to the Cabinet Secretariat Coordination Unit.
- Make recommendations on standardization of training and capacity building, pedagogy and methodology including coordination with Government Training Institutions to carry out research on pedagogy, competency framework, competency gap assessment etc.
- Make recommendations on policy interventions in areas of personnel/HR and Capacity Building to DoPT.
- Undertake analysis of data emit from iGOT–Karmayogi pertaining to different aspects of capacity building such as content creation, competency mapping, feedback etc.
- Holding the Annual Global Public HR Summit under the overall guidance of the Prime Minister's Public Human Resource Council (PMHRC) and the Cabinet Secretariat Coordination Unit and preparing the outcome and output report of the Summit.
- Providing all the relevant information to DoPT for purposes of Parliamentary oversight and Comptroller and Auditor General compliance.
- Exercise functional supervision over Institutions engaged in the imparting of training to all Civil Servants, for purposes of adherence to and achievements of capacity building plans; and the creation of an ecosystem of shared learning resources including shared internal and external faculty.
- Approve Knowledge Partners for the programme. While the Commission discharges its functions for the Union Government, it also has a mandate to utilize its knowledge in supporting Ministries in developing and devising capacity building initiatives that can be taken up by States and local Governments through mutual understanding and agreement.

This visionary initiative, led by Hon'ble Prime Minister, is aimed at transforming and reinforcing the capacity-building framework within the Indian bureaucracy. By equipping civil

servants with the necessary skills, knowledge, and mindset, the program seeks to enhance governance and contribute to national development. The initiative aligns with the Prime Minister's vision for a reformed civil service that can meet the challenges of a rapidly evolving nation. The Annual Capacity Building Plan (ACBP) is grounded in the philosophy of creating an ecosystem of "competency-driven training and human resource management."

In alignment with the Prime Minister's vision for New India by 2047, CBC is playing a pivotal role in driving standardization and harmonization across India's civil services. It has developed India's own Civil Service Competency Framework to prioritize the nation's development goals. By focusing on competency-based learning rather than rule-based learning, the CBC aims to create an ecosystem that fosters accountability, transparency, and effective public service delivery. This approach is designed to equip civil servants with the competencies needed to design policies that promote economic growth and improve service delivery to citizens.

CBC has already prepared ACBPs for various National MDOs, providing a blueprint for civil servants to enhance their competencies. These efforts have proven beneficial in improving the skills and capabilities of civil servants, enabling them to effectively contribute to governance and national development. CBC has structured the preparation of the ACBP through three lenses: National Priorities, Citizen Centricity, and Emerging Technology. These lenses are supported by three guiding pillars: Individual, Organizational, and Institutional. The Capacity Building Plan (CBP) is developed based on the competency needs identified through Competency Need Analysis (CNA), ensuring that the most relevant competencies are prioritized for officials within each ministry or department. This approach optimizes the resources invested by MDOs in capacity building, ensuring that the training programs are effective and aligned with national objectives.

The Commission has now planned to expand its mandate to state level, aligning with the objectives of Mission Karmayogi. This initiative will enhance the skills, knowledge, and efficiency of state officials, promoting better governance and improved public service delivery. The CBC will work in close coordination with States to facilitate the preparation of relevant Capacity Building Plans (CBPs). These plans are designed to ensure a targeted, systematic, and measurable approach to strengthening the capacity of state government employees

II. Objectives

The ToR aims to ensure the successful development and implementation of CBPs at State level Ministry/ Department/ Organization (MDO)/ or state . The specific objectives of the ToR are:

1. **Develop Capacity Building Plans (CBPs):** To create structured plans that align with the strategic priorities of the MDOs and address capacity-building needs.
2. **Ensure Alignment with Mission Karmayogi:** To align MDO/ state-level capacity-building initiatives with national governance reforms, enhancing public service delivery and governance.
3. **Promote a Comprehensive Approach:** To adopt a holistic approach to capacity building by focusing on efficiency, governance, technological adaptation, and the Sustainable Development Goals (SDGs).

4. **Build Shared Resources and Knowledge Networks:** To foster the creation of shared learning resources, collaborative networks, and inter-departmental coordination.

In alignment with the broader objectives of enhancing the efficiency and effectiveness of each M/D/O and state government employees, the CBC intends to empanel qualified agencies to assist MDOs and state authorities in the development of State level CBPs. The initiative aims to build a competent, well-equipped workforce capable of driving governance reforms, fostering sustainable development, and delivering quality public services.

For this purpose, four distinct groups have been carved out based on functional domains across a State or MDO. Each group represents a specific area of governance, encompassing critical sectors that directly impact on the socio-economic development and welfare of the population. The following groups have been identified for the preparation of CBPs, with each group requiring specialized capacity-building interventions tailored to specific needs:- (However, this does not restrict the award of work for any other state, for which the states can decide themselves.)

Group Name/ Categories	Department Domains/ Categories
Group A (Social Sectors)	Education
	Health
	Labour
	Rural Development / Panchayati Raj
	Skill Development
	Social Welfare
	Women & Child Development
	Youth Affairs & Sports
Group B (Agriculture & Environment)	Agriculture, Horticulture & Marketing
	Animal Husbandry & Dairy
	Environment and Pollution
	Fisheries
	Cooperation
	Water Resources/ Irrigation
Group C (Infrastructure & Economy)	Energy, Electricity, Renewables and Power
	Housing
	Industries
	Tourism
	Public Works
	Transport
	Urban Development

Group D (Governance & Administration)	General Administration
	Home
	IT & Electronics
	Planning and Economic
	Excise and Finance
	Revenue and Relief

The capacity building exercise would be goal oriented. That is, it would first identify specific objectives to be achieved through a Capacity Building Plan. CBC suggests three overarching lenses to help identify goals of a CBP:

A. Three Lenses of Capacity Building

- (i) **National/ State Priorities** – The lens of National Priorities examines how the MDO or state government department/ organisation ‘Vision, Mission, and Goals’ are aligned with National and state Priorities with a 3-year, 5-year, and 10-year focus. Once the alignment and the priorities of these goals are identified, the next step is to identify key capacity gaps in achieving said goals. Overcoming specific constraints then becomes one of the key goals of a Capacity Building Plan.
- (ii) **Emerging Technologies** – This lens looks at the key technology trends that impact the sector that relates to the functioning of the government department/ organisation and identify the challenges and opportunities therein.
- (iii) **Citizen Centricity** – The third lens of capacity building looks at the government department/ organisation’s key citizen centric governance objectives such as transparent and efficient public service delivery, stability and continuity of various citizen centric schemes, smooth and effective grievance redressal mechanisms, participatory governance et cetera.

B. Three Pillars of Capacity Building

The Capacity Building Plan must clearly indicate capacity building interventions at the Individual, Organizational, and Institutional level.

(i) Individual Capacity Building

At the individual level, three kinds of competencies are of interest for capacity building of individuals:

- **Domain Knowledge** – This is the knowledge an individual possesses of the domain where he/she functions. For example, knowledge of Economics, Finance, Infrastructure, Social Sciences for individuals working in respective domains would increase the efficiency and efficacy of their work.
- **Functional Skills** – These are the competencies that cut across different work streams. These skills can be organization management, research, information management, communication, etc.
- **Behavioral Attitudes** – These encompass attitudes that influence the way an individual behaves in their work environment. For example, empathy, leadership, crisis management, et cetera.

(ii) Organizational Capacity Building

At an organizational level, capacity building happens by creating new or tweaking already existing systems and processes. For example,

- Knowledge Management for institutional memory
- Data-driven policy decision making
- Resource Planning
- Process Improvement
- Incentives for capacity building

(iii) Institutional Capacity Building

For Capacity Building to not be a one-off instance of change, it must be **institutionalized** within the department both formally (rules, policies, orders) and informally (traditions, attitudes, code of conduct). Institutionalizing is a crucial point in the capacity building process to ensure that capacities are developed continuously over the years.

CBC intends to institutionalize Capacity Building within the state government department/ organisation by setting up a Capacity Building Unit (CBU) which will assist in creating and implanting their Capacity Building Plan in close association with the Commission. This CBU will consist of manpower resources from the department, supported by specialist manpower empanelled by the Commission.

C. CBC's approach to creating Capacity Building Plans

A consultative approach is followed to identify the strategic direction for developing a capacity building plan. These consultations are further supported by a detailed review of the state government department/ organization's mandate, functions, role & responsibility. The table below highlights the key steps followed in the development of this road map.

Table 1: Process for developing Capacity Building Plan

<p>Step 1:</p> <p><i>Alignment of objective with the DO/ state government department/ organization</i></p>	<p>As the first step, a joint meeting between the Head of Department (HoD) or Head of Organization (HoO) is to be conducted. In the meeting the mandate & the objective of the organization is to be clearly articulated along with the concerned department's organizational vision. It should be clarified that the framework of CBC is not limited to training but also includes organizational and institutional capacity development. In this meeting, the state government department/ organization's expectation from the program should also be clearly identified.</p>
<p>Step 2:</p> <p><i>Understanding the role & function of the state</i></p>	<p>Following the meeting, team shall conduct a thorough review of the following areas:</p> <ul style="list-style-type: none"> • DO/ State government department/ organisation's mandate, policies, roles, functions, recent developments and trendlines

<p><i>government department/ organisations</i></p>	<p>from the website, portals and documents, web search and study reports</p> <ul style="list-style-type: none"> • State Government department/ organisation's key programs, priorities, strategic objectives and goals, emerging trends/ focus areas • National priorities and how state government department/ organisation fulfils/ contributes to same
<p>Step 3:</p> <p><i>Comprehend role & responsibility of each department/division/ wing/unit of the state government department/ organisation</i></p>	<p>Team should also have a clear and complete understanding of the following areas for each division/ unit.</p> <ul style="list-style-type: none"> • Identify the areas of responsibility of the division/unit • Understand/ identify emerging trends, government priorities and Ministry objectives that fall within purview of division/unit • Understand specific schemes/programmes managed by division/unit
<p>Step 4:</p> <p><i>Consultation with the department head</i></p>	<p>Team to conduct multiple consultations with the Head of Department to understand the following areas:</p> <ul style="list-style-type: none"> • Entire spectrum of roles and responsibilities, functions and activities undertaken by each unit and the priority and frequency of respective activities • Interrelationships with other units within the state government department/ organisation's and coordination/ cooperation with government agencies outside the state government department/ organisation's and the larger set of stakeholders the unit engages with for each functional responsibility • Current and emerging trends and future possibilities and how it could impact the role and functioning of the unit • Understand the broad staffing structure and operational practices adopted by the unit to deliver outputs and outcome <p>Apart from getting a comprehensive understanding of the roles and responsibility of each department, consultation to be held with the departments to understand:</p> <ul style="list-style-type: none"> • The competency required to execute the key functions of the department

	<ul style="list-style-type: none"> • Identify the competency gaps as per the experience of the head of the department • Discuss current organizational practices and institutional mechanisms to address competency deficits, and ongoing capacity building and training initiatives
Step 5: <i>Situational analysis and key findings</i>	For the identified gaps, identify the key interventions that the state government department/ organisation can undertake. This may include training or other non-training interventions.

III. Scope of Work

The consultant/agency will be responsible for guiding and assisting the departments in the preparation of their CBPs, ensuring that the plans are in line with the mission and goals outlined by the CBC. The *Scope of Work* will include the following:

1. **As-is assessment of the department to develop a capacity building agenda**

(The intended output is a document detailing department's vision, mission, and goals. The document will baseline the department's capacity-building needs and gaps). The below mentioned activities will be identified post discussion with department's senior leadership.

- Mapping the Roles of the department
- Sectoral technology roadmap
- Citizen centric goals
- Identify department's legacy capacity building programs

2. **As-is assessment of the training needs of employees and identification of potential interventions**

(The intended output is a current and futuristic Training Needs Assessment (TNA), which would be used for planning of training and non-training interventions)

- Review of organizational structure in detail up-to the lowest department functionary
- Competency assessment across lines of services
- Identify training and non-training interventions that address Domain, Functional (mandatory) and Behavioural (as and when required) competency gaps and requirements of the department

3. **As-is assessment of enabling environment at the organization level.**

(The intended output is identification of organizational capacity gaps for key systems and processes and subsequent capacity building interventions to build organizational capacity)

- Identification of processes and procedural barriers in consultation with division/cell heads

- Perform a root-cause analysis to identify the key issues (structural/ institutional/ operating model/ decision making process/ capability gaps/ Technology barrier others)
 - Assess the capacity of the organizational structure.
4. **Blueprint for Capacity Building vision and roadmap for implementation**
(The intended output is a Capacity Building Plan. The operational plan for executing the Capacity Building Plan will be a comprehensive roadmap for building individual and organizational capacities for the department with specific interventions clearly identified and scoped)
- Outline capacity development objectives
 - Develop strategy for building capability to meet department goal
 - Develop Strategy for training and development of staff
 - Strategy for enabling department procedures and processes:
 - Annual Training calendar tailored to meet the competency needs of the department
 - Design a monitoring and evaluation framework that is contextual to department

IV. Schedule for Deliverables and Timelines

- Deliverable 1: As-is assessment of the department to develop a capacity building agenda
- Deliverable 2: As-is assessment of the training needs of employees and identification of potential interventions
- Deliverable 3: Draft Capacity Building Plan with a roadmap for implementation
- Deliverable 4: Capacity Building Plan along with the yearly training calendar
- Deliverable 5: Hand holding the Department for completion of identified training interventions for 20% of proposed staff strength identified to undergo training

V. Scope of Services for implementation of Capacity Building Plan (CBP)-lite

The empanelled agencies may also require implementing the **CBP Lite** across various Ministries, Departments, and Organizations (MDOs) or state as per the guidance of the CBC. The ACBP or CBP Lite will be lighter or quicker version where department would like to implement the capacity building plan quickly or within small department.

Annual Capacity Building Plan (ACBP) Lite is a streamlined, fast-track version of the full-fledged ACBP, designed to quickly implement competency-based capacity-building initiatives for government officials in small departments, niche ministries, or in time-sensitive situations. Unlike the standard ACBP, which involves a comprehensive, long-term assessment and planning process, ACBP Lite focuses on rapid execution, identifying core functional, behavioral, and domain-specific competency gaps through a simplified Capacity Needs Assessment (CNA). It enables Ministries, Departments, and Organizations (MDOs) to develop

and roll out designation-wise training calendars efficiently, ensuring that critical skills and knowledge are imparted without delay. The approach leverages existing digital learning platforms like My iGOT, blending short-term interventions, workshops, e-learning modules, and mentorship programs to create an agile and scalable model for capacity-building. ACBP Lite serves as an entry point for smaller organizations or those seeking a pilot model before scaling to a full-fledged ACBP, thereby aligning with Mission Karmayogi's vision of continuous, adaptive learning for public sector transformation.

The empanelled agencies will assist MDOs in developing, executing, and monitoring Annual Capacity Building Plans (ACBPs) through a structured and competency-driven approach.

1. Objectives of the Assignment

The selected agencies will be responsible for:

- i. Supporting MDOs in implementing ACBP Lite by facilitating structured competency-based capacity-building initiatives.
- ii. Conducting Capacity Needs Assessments (CNA) to identify gaps in functional, behavioral, and domain-specific competencies of government officials.
- iii. Developing designation-wise training calendars based on competency gaps, ensuring alignment with national priorities and Mission Karmayogi goals.
- iv. Integrating ACBP Lite with digital learning platforms such as My iGOT for seamless execution and monitoring.
- v. Strengthening institutional capacity-building efforts by supporting MDOs in forming Capacity Building Units (CBUs) and equipping them with methodologies for effective implementation.
- vi. Ensuring ongoing monitoring, evaluation, and refinement of capacity-building initiatives through structured feedback mechanisms.

2. Scope of Work

The selected agencies will work in close coordination with CBC and the respective MDOs to develop and implement ACBP Lite, following a structured two-phase approach:

Phase 1: Capacity Needs Assessment & Planning

2.1 Formation of Capacity Building Units (CBUs)

- Assist MDOs/ state in establishing a Capacity Building Unit (CBU) as the nodal body responsible for capacity-building efforts.
- Conduct orientation sessions to equip CBUs with knowledge of ACBP Lite implementation.

2.2 Conducting Capacity Needs Assessment (CNA)

- Engage with Division/Bureau Heads and stakeholders to assess organizational priorities.
 - Deploy CNA tools (Google Forms, surveys, focus groups, etc.) to collect competency requirements for different roles.
-

- Identify competency gaps across three dimensions:
 - Behavioral Competencies (e.g., leadership, communication, adaptability)
 - Functional Competencies (e.g., project management, financial management, procurement)
 - Domain-Specific Competencies (e.g., logistics, AI in medicine, climate resilience, cybersecurity)

2.3 Competency Gap Analysis & Documentation

- Analyze CNA data to map competency requirements with relevant training and non-training interventions.
- Provide a structured report highlighting priority competency needs and interventions required.

Phase 2: Training Calendar & Execution

2.4 Development of Designation-Wise Training Calendar

- Based on CNA findings, develop a designation-wise training calendar using CBC's standardized framework.
- Ensure a balanced approach covering:
 - Short-term & long-term training interventions
 - Blended learning models (classroom training + e-learning)
 - Functional, behavioral, and domain-specific competencies

2.5 Integration with My iGOT Digital Platform

- Upload finalized training plans onto My iGOT for tracking and centralized access.
- Ensure alignment of training interventions with My iGOT's competency-based learning framework.

2.6 Documentation & Finalization of ACBP Lite

- Prepare a concise ACBP document summarizing identified competencies, training needs, and execution strategies.
- Establish a structured repository of training resources to ensure continuity in future capacity-building initiatives.

3. Monitoring & Evaluation (M&E) Framework

- Develop a monitoring and evaluation (M&E) system to assess the impact of capacity-building interventions.
- Establish KPIs and success metrics to track learning outcomes and competency improvements.
- Provide quarterly progress reports to CBC and MDOs on ACBP implementation status.
- Use feedback mechanisms to refine training methodologies based on real-time data insights.

4. Expected Deliverables

Step	Action	Timeline
Step 1: CBU Constitution	Establishment of the Capacity Building Unit (CBU)	Week 2-3
Step 2: Kick-Off Meeting	Orientation session with attached offices to introduce the process	Week 3-4
Step 3: CNA Preparation	Gather organizational structure and designations for CNA customization	Week 4-5
Step 4: CNA Rollout	Circulate Google form for CNA to all departments and collect responses	Week 5-6
Step 5: CNA Analysis	Analyze the CNA data focusing on behavioral, functional and domain competencies	Week 6-7
Step 6: Training Calendar Creation	Develop a designation-wise training calendar based on CNA findings	Week 7-8
Step 8: My iGOT for Training Implementation	Roll out and track training interventions through My iGOT	Week 8-9
Step 9: Final ACBP Documentation	Compile a brief ACBP document with identified competencies and training plan	Week 9-10

VI. Duration of the Consulting Agency’s engagement

The Consulting Agency will be empaneled for this assignment for a period of 36 months (3 years). The duration of the assignment may be extended at the discretion of the CBC, based on the need for the project and satisfactory performance of the empaneled agencies.

This is the primary RFP process for empanelment of agencies/ consultants followed by signing of Framework Agreement. The work order for implementation of project shall be awarded after the secondary RFP process, which will be conducted among empaneled agencies for the exact scope of work and name of M/D/O/state for the designing and development of CBP as per process defined in the RFP.

VII. Team Qualifications and Competence for the Assignment

Evaluation of an Agency will be based on their technical proposal including CVs of the key personnel and experts; Experience and academic qualifications will be considered.

S. No.	Profile/ Positions	Qualifications and Experience Requirements
1	Program Director - Lead	<p>Educational Qualification:</p> <ul style="list-style-type: none"> • MBA or equivalent postgraduate degree in Public Policy, Public Administration, Organizational Development, Human Resource Management, Education Management, or a related field from a recognized institution. <p>Experience Requirements:</p> <ul style="list-style-type: none"> • MBA or equivalent postgraduate degree in Public Policy, Public Administration, Organizational Development, Human Resource Management, Education Management, or a related field from a recognized institution. <p>Overall Professional Experience:</p> <ul style="list-style-type: none"> • Minimum 15 years of professional experience in training, strategy development, public sector transformation, or capacity-building initiatives. <p>Domain-Specific Experience:</p> <ul style="list-style-type: none"> • At least 8 years of experience in capacity-building, HRD strategy, or institutional strengthening in the Indian public sector or with development partners. • Demonstrated experience in developing, executing, and scaling training programs for government employees at the central, state, and institutional levels. • Experience with digital learning solutions, e-learning platforms, and competency-based training models. <p>Public Sector Engagement:</p> <ul style="list-style-type: none"> • Experience working with government ministries, state governments, or public sector organizations on policy implementation and institutional reforms. • Strong understanding of governance structures, administrative processes, and regulatory frameworks related to capacity-building and human resource development. <p>Leadership & Technical Competencies:</p> <ul style="list-style-type: none"> • Proven ability to lead multidisciplinary teams and oversee multi-stakeholder projects involving government, academia, and development partners. • Strong analytical and policy advisory skills, with experience in monitoring and evaluation (M&E) frameworks for training effectiveness. • Knowledge of AI-driven learning solutions, digital competency assessment tools, and skill development initiatives for government officials is desirable.
2	Capacity-Building & HRD Expert	<p>Educational Qualification:</p> <ul style="list-style-type: none"> • MBA or postgraduate degree in Human Resource Development, Public Administration, Public Policy, Organizational Behaviour, or Education Management or equivalent. <p>Experience Requirements:</p> <ul style="list-style-type: none"> • 8 to 10 years of experience in designing and implementing government/ public sector capacity-building programs, competency frameworks, and training needs assessments (TNA). • Prior experience in developing learning roadmaps, training strategies, and skill development plans for government employees. • Expertise in blended learning methodologies, digital learning ecosystems, and competency-based training models.

S. No.	Profile/ Positions	Qualifications and Experience Requirements
		<ul style="list-style-type: none"> • Strong familiarity with government HRD policies, institutional frameworks, and knowledge-sharing mechanisms.
3	Governance & Policy Specialist	<p>Educational Qualification:</p> <ul style="list-style-type: none"> • Master’s degree in Public Policy, Governance, Economics, or Development Studies or equivalent. <p>Experience Requirements:</p> <ul style="list-style-type: none"> • 6 to 8 years of experience in policy formulation, governance advisory, and institutional capacity development in collaboration with government agencies. • Knowledge of state and central government structures, governance challenges, and public sector reform strategies. • Experience in designing policy frameworks for capacity-building, digital governance, and HR transformation initiatives.
4	Digital Learning & Technology Experts	<p>Educational Qualification:</p> <ul style="list-style-type: none"> • master’s degree in education technology, Digital Learning, IT Management, or related fields. <p>Experience Requirements:</p> <ul style="list-style-type: none"> • 6 to 8 years of experience in designing, implementing, and managing e-learning platforms, AI-based learning solutions, or LMS-driven training programs. • Expertise in digital pedagogy, competency-based learning systems, and immersive training solutions (VR/AR-based learning tools, gamification, etc.). • Familiarity with government digital initiatives such as iGOT-Karmayogi, National Digital Library, and other digital skilling platforms.
5	Subject Matter Experts (SMEs) (Sector-Specific Experts)- CVs of at least any 3 domain experts to be submitted based on the category applied by the agency	<p>Educational Qualification:</p> <ul style="list-style-type: none"> • Postgraduate degree in relevant sector-specific fields (e.g., Health, Finance, Law, Urban Planning, Environment, Social Policy, Infrastructure, IT, etc.) <p>Experience Requirements:</p> <ul style="list-style-type: none"> • 10+ years of domain-specific experience in policy implementation, strategy development, and capacity-building for respective ministries and departments. • Experience in advising government institutions on sectoral skill development and competency enhancement.
6	State-Level CBF Coordinators/ Technical or CBF Consultants (1 CV to be submitted)	<p>Educational Qualification:</p> <ul style="list-style-type: none"> • Postgraduate degree in Public Administration, HRD, or Organizational Development or equivalent. <p>Experience Requirements:</p> <ul style="list-style-type: none"> • 3 to 5 years of professional experience in one or more of the following areas: <ul style="list-style-type: none"> ○ Strategy Development and Visioning ○ Policy Formulation and Implementation ○ Training and Capacity Building for government employees ○ Public Sector HR Management and Organizational Transformation ○ Expertise in working with State Training Institutes (STIs) and HRD departments would be preferred

S. No.	Profile/ Positions	Qualifications and Experience Requirements
		<ul style="list-style-type: none"> ○ Familiarity with central and state collaboration mechanisms for government skill enhancement programs.
7	Monitoring & Evaluation (M&E) consultant / Research & Data Analysts	<p>Educational Qualification:</p> <ul style="list-style-type: none"> • Master’s degree in Statistics, Economics, Public Administration, or M&E or related disciplines. <p>Experience Requirements:</p> <ul style="list-style-type: none"> • 6+ years of experience in M&E frameworks for training effectiveness, impact assessment, and performance analytics. • Proficiency in data-driven decision-making and dashboard reporting. • experience in quantitative/qualitative research, public policy analysis, and government training data evaluation.
8	Stakeholder Engagement & Communications Experts	<p>Educational Qualification:</p> <ul style="list-style-type: none"> • Master’s degree in mass communication, Public Relations, or Public Policy or equivalent <p>Experience Requirements:</p> <ul style="list-style-type: none"> • 6+ years of experience in government engagement, institutional advocacy, and capacity-building communication strategies.
9	Associate Consultants (1 CV to be submitted)	<p>Educational Qualification:</p> <ul style="list-style-type: none"> • Bachelor’s degree in Human Resources, Public Policy, Education Management, or related disciplines. • A postgraduate degree in a relevant field will be an added advantage. <p>Experience Requirements:</p> <ul style="list-style-type: none"> • 3 to 5 years of experience in capacity-building, public policy research, HRD strategy implementation, or training assessment. • Ability to support senior consultants in data analysis, stakeholder consultations, and report development. • Strong research, documentation, and policy analysis skills.

General Guidelines for Resource Deployment

- The actual number of consultants to be deployed for the assignment shall be decided by the service provider as per requirement of the client, ensuring timely completion of the scope of work during secondary RFP stage for award for contract.
- The bidder must clearly indicate the proposed team composition in their proposal, along with their respective roles and responsibilities in the secondary RFP process.

VIII. Terms and Conditions for Empanelment of Agencies/Consultants

1. Empanelment Process

- 1.1. This RFP serves as the primary process for the empanelment of agencies/consultants, which will be followed by the signing of a Framework Agreement with the selected firms.

- 1.2. The empanelment will be conducted under four designated categories/sectors, aligned with the domain expertise of the applying firms.**
- 1.3. Firms may apply for specific sectors based on their demonstrated experience and technical capabilities and may apply for one or more categories based on their competency.

2. Framework Agreement

- 2.1. Empanelled firms will enter into a Framework Agreement with the contracting authority, defining the broad terms and conditions for engagement.
- 2.2. The Framework Agreement does not guarantee the award of work orders but enables participation in subsequent assignments.
- 2.3. The validity of the empanelment and terms for renewal shall be detailed in the agreement.

3. Secondary RFP Process for Work Order Allocation

- 3.1. The actual work orders for the design and development of Capacity Building Plans (CBPs) for specific Ministries, Departments, and Organizations (M/D/O)/ state will be awarded through a secondary RFP process.
 - 3.2. Only empanelled agencies will be eligible to participate in the competitive bidding for each work order.
 - 3.3. The scope of work, timelines, deliverables, and other project-specific requirements will be detailed in the secondary RFP issued for each assignment.
 - 3.4. The upper limit of rate of experts and technical resources as specified above shall be fixed in the framework agreement of each agency. The agency can apply for secondary RFP and free to quote less than the unit quoted rate and total man month cost based on the actual need of assignment.**
 - 3.5. Selection for work orders will be based on technical and financial evaluation based on the LCS (Least Cost Selection) or any other method of procurement and evaluation criteria defined in the secondary RFP, as decided by the purchaser.**
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PART II – FRAMEWORK AGREEMENT

Notification of Intention to Conclude a Framework Agreement(s)

[This Notification of Intention to Conclude a Framework Agreement(s) shall be sent to each Consultant that submitted a proposal. Send this Notification to the Consultant's Authorized Representative named in the proposal]

For the attention of Consultant's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

Procuring Agency: *[insert the name of the Procuring Agency]*

Project: *[insert name of project]*

Framework Agreement title: *[insert the name of the FA]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

Date of transmission: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Conclude a Framework Agreement(s)

This Notification of Intention to conclude Framework Agreement(s) (Notification) notifies you of our decision to conclude the above Framework Agreement(s). The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

1. request a debriefing in relation to the evaluation of your proposal, and/or
2. submit a Procurement-related Complaint in relation to the decision to conclude the Framework Agreement.

The successful Consultant(s) are the following *[insert]:*

[insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Include overall technical scores and scores assigned for each criterion and sub-criterion]

Name of Consultant	Submitted Proposal	Overall technical scores
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]
[insert name]	[yes/no]	Criterion (i): [insert score] Criterion (ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]
[insert name]	...	

Reason/s why your Proposal was unsuccessful

[INSTRUCTIONS; State the reason/s why this Consultant’s Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant’s Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]

How to request a debriefing

Deadline: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Conclude a Framework Agreement.

Provide the framework agreement name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Agency]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Conclusion of Framework Agreement Notice.

How to make a complaint

Deadline: Procurement-related Complaint challenging the decision to conclude a Framework Agreement shall be submitted by midnight, *[insert date]* (local time).

Provide the Framework Agreement name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Procuring Agency]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to exclude you from conclusion of a Framework Agreement. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](#) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a](#)

[Procurement-related Complaint](#)” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who submitted a proposal in this procurement process, and is the recipient of a Notification of Intention to Conclude a Framework Agreement.
2. The complaint can only challenge the decision to conclude the Framework Agreement.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all the information required by the Procurement Regulations (as described in Annex III).

Standstill Period

Deadline: The Standstill Period is due to end at midnight on [*insert date*] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Conclude a Framework Agreement.

The Standstill Period may be extended as stated in the section above titled ‘How to request a debriefing’.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Procuring Agency:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Notification to Conclude a Framework Agreement (s)

[Use letterhead paper of the Procuring Agency]

[Date]

To: *[name and address of successful Consultant]*

**Notification to Conclude a Framework Agreement
Framework Agreement No. *[insert FA reference number]***

This is to notify you that your proposal dated *[insert date]* to conclude a Framework Agreement in relation to the provision of *[insert short title of the Services]* is hereby accepted by our Agency.

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FA in accordance of the ITC]* days of receipt of the same. In accordance with ITC 33.1, please also complete and submit, within eight (8) Business days, the Beneficial Ownership Disclosure Form attached to the RFP.

Authorized Signature: _____

Name: _____

Title/position: _____

Name of Procuring Agency: _____

Telephone: _____

Email: _____

Attachment: Framework Agreement

Framework Agreement

Note: the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the Primary Procurement. In the Primary Procurement, the Procuring Agency is responsible for establishing the FA(s). However, the parties to the FA will be the “Client(s)” (being Borrower’s agencies that are entitled to procure under the FA) and, where appropriate, a “Lead Client” or a “Responsible Agency” acting on behalf of a Client(s) and responsible for managing and administering the FA.]

This Framework Agreement [*insert reference number of the Framework Agreement*] is made for the provision of [*insert brief description of the Services*]

on the [*insert: number*] day of [*insert: month*], [*insert: year*]

between

the Lead Client [*insert complete name of the Lead Client, the type of legal entity, (for example, “an agency of the Ministry of the Government of {insert name of the Lead Client’s Country}”, or “a corporation incorporated under the laws of {insert name of Country of Lead Client}”]*] and having its principal place of business at [*insert Lead Client’s address*] as a Client in its own right under the Framework Agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Clients listed in Schedule [*insert number*] to this Framework Agreement (Client (s)) and

and

the Consultant [*insert name of the Consultant*] [*If the Consultant consist of more than one entity, replace: “ the Consultant [insert name of the Consultant] with: “ “a Joint Venture [insert name of the JV] consisting of the following entities, each member of which will be jointly and severally liable for all the Consultant’s obligations under the Framework Agreement, namely, [name of member] and [name of member] (hereinafter called the “Consultant”)]*]

This Framework Agreement is subject to the provisions described in the Sections and Schedules listed below, and any amendments thereof.

This Framework Agreement concludes a standing offer by the Consultant to provide the specified Services to the Client(s) during the Term of the Framework Agreement, as and when the Client(s) wishes to procure them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

Framework Agreement Provisions

Appendix to the Framework Agreement: Fraud and Corruption

Schedule 1: Terms of Reference

Schedule 2: Key Experts

Schedule 3: Remuneration Rates

Schedule 4: Reimbursable Rates

Schedule 5: Secondary Procurement

Schedule 6: Advance Payment Security

Schedule 7: Code of Conduct for Experts *[as applicable]*

Schedule 8: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Sub-consultants

Schedule 9: List of participating Clients *[use for Multi-User FAs, otherwise delete]*

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

“For and on behalf of the Lead Client:”

Signed: *[insert signature]*

Full name: *[name of person signing]*

Agency: *[insert the name of agency]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

For and on behalf of the Consultant:

Signed: *[insert signature of authorized representative(s) of the Consultant]*

Full name: *[name of person signing]*

In the capacity of: *[insert title or other appropriate designation]*

In the presence of *[insert identification official of witness]*

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

Framework Agreement Provisions (FAP)

Framework Agreement Provision (FAP)	Description
1. Definitions	<p>1.1. The following words and expressions shall have the meanings hereby assigned to them</p> <ul style="list-style-type: none"> (a) “Bank” means the World Bank, meaning the International Bank for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), whether acting on its own account or in its capacity as administrator of trust funds provided by other donors. (b) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank (c) “Borrower’s Country” is the country specified in the FAP 2.3. (d) “Business Day” is any day that is an official working day of the Client. It excludes the Client’s official public holidays. (e) “Call-off Contract” is a contract awarded under a Framework Agreement, pursuant to a Secondary Procurement, for the provision of Services. (f) “Client” is the Borrower’s agency(ies) that is/are permitted to procure Services from a Consultant/s under a Call-off Contract awarded pursuant to the Framework Agreement/s. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Client includes Lead Client, or Responsible Agency. (g) “Closed Framework Agreement” is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement. (h) “Commencement Date” is the date this Framework Agreement is signed by both parties, being the commencement of the Term. (i) “Consultant” means a legally established professional consulting firm or an entity who has concluded a Framework Agreement to provide Services, from time to time, and as and when required, under a Call-off Contract.

	<ul style="list-style-type: none">(j) “Contract Price” is the price payable to the Consultant as stipulated in each Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.(k) “Day” means calendar day.(l) “In Writing” means communicated or recorded in written form. It includes, for example: mail, e-mail, fax or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).(m) “Lead Client”, when named in the Framework Agreement, means a party to the Framework Agreement, as a Client in its own right under the framework agreement and as the agency responsible for the management and administration of the Framework Agreement for use by the other participating Clients as stipulated in the FAP 2.2. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Client. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Client named in the Call-off Contract.(n) “Multi-User Framework Agreement” means a Framework Agreement where there is more than one Client permitted to procure pursuant to a Call-off Contract, as stipulated in FAP 2.2;(o) “Responsible Agency”, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the agency responsible for managing and administering the Framework Agreement for use by the participating Clients. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Responsible Agency.(p) “Secondary Procurement” is the method used to select a Consultant and award a Call-off Contract under this Framework Agreement.(q) “Services” means the consulting services to be provided by the Consultant pursuant to a Call-Off Contract awarded pursuant to the Framework Agreement.(r) “Single-User Framework Agreement” means a Framework Agreement where there is only one Client, as stipulated in FAP 2.2.
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	<p>(s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Framework Agreement and Call-off Contract.</p> <p>(t) “Term” means the duration of this Framework Agreement as described in the FAP2.5 starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted in the FAP 2.6.</p>
<p>2. Framework Agreement Specific Information</p>	<p>This Framework Agreement relates to the provision of Services, under separate Call-off Contracts, of Development of Capacity Building Plans (CBP) at various Ministry, Department and Organizations (MDO)/ States under Mission Karmayogi</p> <p>2.1. The Services are of the type more described in Schedule 1: Terms of Reference.</p> <p>2.2. This is a Multi-User Framework Agreement. All participating Clients are listed at Schedule [<i>insert Schedule number</i>]</p> <p>2.3. The Borrower’s Country is: <i>India</i></p> <p>2.4. The Framework Agreement and the Call-off Contracts shall be governed by and interpreted in accordance with the laws of <i>India</i>.</p> <p>2.5. The Term of this Framework Agreement is <i>3 years</i> from the Commencement Date.</p> <p>2.6. The Term may be extended, at the Client’s sole discretion, and where there has been satisfactory performance by the Consultant. To extend the Term, the Client shall give the Consultant no less than three (3) months’ notice, In Writing, prior to the date on which the Framework Agreement would otherwise have expired. The total Term of the Framework Agreement shall be no longer than five (5) years.</p> <p>2.7. Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing using the quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered, or on the notice’s effective date, whichever is later.</p> <p>The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, including notices, are specified below. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any</p>

	<p>representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.</p> <p>2.8. Client's Representatives</p> <p><i>Multi-User Framework Agreement with the name of the Lead Client's Representative and list all other participating Clients' Representatives in a Schedule:</i></p> <p>The name and contact details of the Lead Client under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name: <i>Shri. Shyama Prasad Roy</i></p> <p>Title/position: <i>Joint Secretary</i></p> <p>Address: Capacity Building Commission (CBC), Jawahar Vyapar Bhawan, 22nd floor, Janpath, New Delhi - 110001</p> <p>Phone: 011-23701126</p> <p>Mobile: 88005 23645</p> <p>E-mail: shyama.roy@nic.in</p> <p>The Representatives for all other participating Clients are listed in Schedule [<i>insert number</i>] to this Framework Agreement.</p> <p>2.9. Consultant's Representatives</p> <p>The name and contact details of the Consultant's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p>2.10. Appointing authority</p> <p>Appointing authority that may be required for the Call-off Contract, for the sole arbitrator shall be Indian Council of Arbitration and place of arbitration is New Delhi..</p>
<p>3. Framework Agreement Documents</p>	<p>3.1. This Framework Agreement (FA) shall be read as a whole. Where a document is incorporated by reference into this Framework</p>

	<p>Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.</p> <p>3.2. This Framework Agreement comprises the following documents.:</p> <ul style="list-style-type: none"> (a) Framework Agreement, including all Sections and Schedules; (b) Notice of Conclusion of a Framework Agreement; and (c) Proposal submission forms (from Primary Procurement).
<p>4. Consultant’s Obligations</p>	<p>4.1. The Consultant shall offer to provide (standing offer) consulting services to the Client pursuant to the Framework Agreement.</p> <p>4.2. The Consultant shall respond to a request from a Client for proposal or direct contracting within the period specified in that request by either (i) submitting a proposal or (ii) accepting award of contract in case of direct selection or (iii) informing the Client that it does not intend to provide the Services under the Call-off Contract.</p> <p>4.3. During the Term of the Framework Agreement, the Consultant shall continue to be eligible and technically qualified, as per the qualification and eligibility criteria stipulated in the Primary Procurement. The Consultant shall notify the Client immediately, in writing, if it ceases to be qualified and/or ceases to be eligible.</p> <p>Standard of Performance</p> <p>4.4. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.</p> <p>4.5. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>4.6. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client’s approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant’s declaration in accordance with Schedule 8- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.</p> <p>Applicable Law</p>

	<p>4.7. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>4.8. Throughout the execution of the Framework Agreement, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when</p> <ul style="list-style-type: none">(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. <p>Conflict of Interest</p> <p>4.9. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>4.10. The payment of the Consultant in accordance with the Call-off Contract shall constitute the Consultant's only payment in connection with the Contract and, subject to FAP 4.12, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Framework Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>4.11. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable policies of the Bank, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> <p>4.12. The Consultant agrees that, during the term of this Framework Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p>
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	<p>4.13. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them pursuant to this Framework Agreement.</p> <p>4.14. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Framework Agreement and/or Call-off Contract</p> <p>4.15. The Services provided under Call-off Contracts that may be awarded by the Client shall be:</p> <ul style="list-style-type: none"> (a) consistent with Schedule 1: Terms of Reference as may be specifically described in the TOR-Call-off; (b) at the Contract Price stipulated in the Call-off Contract; and (c) at such times and to such locations as stipulated in the Call-off Contract. <p>4.16. The Consultant agrees that this Framework Agreement and any additional provisions set out in a Call-off Contract, shall apply to the provision of the Services.</p> <p>4.17. Forced Labor</p> <p>The Consultant, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described below.</p> <p>Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p> <p>4.18. Child Labor</p> <p>The Consultant, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p>
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	<p>The Consultant, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer. <p>4.19. Health and safety obligations</p> <p>The Consultant, including its Subconsultants shall comply, with all applicable health and safety regulations, laws, guidelines, and any other requirements stated in Schedule 1.</p> <p>4.20. Non-Discrimination and Equal Opportunity</p> <p>The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship</p> <p>4.21. The Consultant shall comply with additional obligations as specified in the Call-off Contract.</p>
<p>5. Description of Key Experts</p>	<p>5.1. The title agreed job description, minimum qualification and estimated period of engagement (if known) is described in Schedule 2.</p> <p>5.2. Except as the Client may otherwise agree in writing, no changes shall be made in Key Experts agreed in a Call-off Contract.</p> <p>5.3. If the Client finds that any of the Experts or Sub-consultant:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care;

	<ul style="list-style-type: none"> (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services; (e) engages in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client’s personnel; (f) engages in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; (g) engages in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; or (h) engages in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage <p>the Consultant shall, at the Client’s written request, provide a replacement.</p> <p>5.4. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds, therefore, may request the Consultant to provide a replacement.</p> <p>5.5. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>5.6. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
<p>6. Obligations of the Client</p>	<p>6.1. Unless otherwise specified in the Call-off Contract, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> (a) assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (b) assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract.

	<ul style="list-style-type: none"> (c) facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (d) issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (e) assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country. (f) assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. <p>6.2. Provide to the Consultant any such other assistance as may be specified in the Call-off Contract.</p>
<p>7. Access to sites</p>	<p>7.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the sites in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the sites or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.</p>
<p>8. Continued Qualifications and Eligibility</p>	<p>8.1. The Consultant shall continue to be technically qualified and eligible during the term of the Framework Agreement.</p> <p>8.2. The Client may require, during the Term of the Framework Agreement, evidence of the Consultant’s continued qualification and eligibility. Failure to provide such evidence, as requested, may result in the Consultant being disqualified from participating in a Secondary Procurement, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.</p>

<p>9. Role of Lead Client or Responsible Agency</p>	<p>9.1. Where there is a Lead Client or Responsible Agency that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Client(s). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Client or Responsible Agency.</p> <p>9.2. The Lead Client or Responsible Agency is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Client named in the Call-off Contract.</p> <p>9.3. Where no Lead Client or Responsible Agency has been appointed, the named Client is responsible for managing and administering the Framework Agreement and the provisions in FAP 2.9 above, in relation to communications and notices etc., apply to the Client.</p>
<p>10. Contract Price</p>	<p>10.1. The Contract Price is the price payable to the Consultant as stipulated in each Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. Call-off Contracts may be Time- based or Lump-sum, as appropriate.</p> <p>10.2. The remuneration and reimbursable rates stipulated in the Framework Agreement/s, subject to any adjustments on remuneration rates specified in FAP 11 and 12 will be the basis for determining the Call-off Contract Price.</p> <p>For Direct Selection:</p> <p>The remuneration and reimbursable rates stipulated in the Framework Agreement, Schedule 3 and 4, considering any adjustments specified in FAPs 11 and 12; and any needed reimbursements.</p> <p>or</p> <p>For Mini-competition:</p> <p>the successful competitive proposal that has considered any adjustments specified in FAPs 11 and 12; considering any needed reimbursements.</p>
<p>11. Adjustments for changes in Cost</p>	<p>11.1. Price adjustment on the remuneration does not apply.</p> <p>The remuneration rates included in the Framework Agreement will not be adjusted for Call-off contracts awarded within 12 months from the Commencement Date. For Call-off Contracts awarded after 12</p>

months from the Commencement Date, the rates will be adjusted using the formula below. However, if there is very high inflation in the Borrower's country, adjustment for remuneration in local currency will be made for Call-off contracts awarded within the number of months from the Commencement Date as specified in (2) below:

Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows:

- (1) Remuneration rates set forth in **Schedule 3** shall be adjusted for determining remuneration rates that apply for Call-off Contracts awarded after 12 months from the Commencement Date by applying the following formula:

$$R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [0.1 + 0.9 \frac{I_f}{I_{fo}}] \}$$

where:

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Schedule 3**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

The name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} are provided in FAP 2.7.

- (2) Remuneration paid in local currency pursuant to the rates set forth in **Schedule 3** shall be adjusted every [insert number] months (and, for the first time, with effect for the remuneration earned in the [insert number] the calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \{ \text{or} \quad R_l = R_{lo} \times [0.1 + 0.9 \frac{I_l}{I_{lo}}] \}$$

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Schedule 3**) in local currency;

	<p>I_l is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and I_{l_0} is the official index for salaries in the Client’s country for the month of the date of the Contract.</p> <p>The name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{l_0} are provided in FAP 2.7</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p>
<p>12. Adjustments for Changes in Laws</p>	<p>12.1. If after the date of 28 days prior to date of proposal submission for the Framework Agreement, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Borrower’s Country (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the remuneration and/or reimbursable rates stipulated in the Framework Agreement, then such unit price/s shall be correspondingly increased or decreased, to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with FAP 11.</p>
<p>13. Liability of the Consultant</p>	<p>13.1. Subject to additional provisions, if any, set forth in the Call-off Contracts, the Consultant’s liability under this Contract shall be as determined under the Applicable Law.</p> <p>/(a) Except in the case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p>

	<ul style="list-style-type: none"> (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not <ul style="list-style-type: none"> (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Client’s country.”]
<p>14. Force Majeure</p>	<p>14.1. For the purposes of the Call-off Contracts, “Force Majeure” means an event which is beyond the reasonable control of a party to a Call-off Contract, is not foreseeable, is unavoidable, and makes a party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>14.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>14.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p> <p>14.4. The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>14.5. A party affected by an event of Force Majeure shall continue to perform its obligations, as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>14.6. A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later</p>

	<p>than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>14.7. Any period within which a party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.</p> <p>14.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. <p>14.9. In the case of disagreement between the parties as to the existence or extent of Force Majeure, the matter shall be settled according to FAP 24.</p>
<p>15. Language</p>	<p>15.1. The language of this Framework Agreement, and any Call-off Contract is English. Supporting documents and printed literature that are part of this Framework Agreement, and any Call-off Contract, may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of this Framework Agreement, and any Call-off Contract, this translation shall govern.</p> <p>15.2. The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
<p>16. Fraud and Corruption</p>	<p>16.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as set forth in the Appendix to this Framework Agreement Provisions (Fraud and Corruption).</p> <p>16.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Primary or Secondary Procurement or execution of a Call-off Contract. The information disclosed must include at least the name and address of the agent or other party, the</p>

	<p>amount and currency, and the purpose of the commission, gratuity or fee.</p>
<p>17. Records, inspections and audit</p>	<p>17.1. The Consultant shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Services, and any Call-off Contract, in such form and details as will clearly identify relevant time changes and costs.</p> <p>17.2. Pursuant to paragraph 2.2 e. of the Appendix to the Framework Agreement, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, Consultants, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for process and/or execution of the Framework Agreement and/or any Call-off Contract. The Consultant’s and its subcontractor’s attention is drawn to FAP 16 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).</p>
<p>18. Confidential Information</p>	<p>18.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p>19. Proprietary Rights of the Client in Reports and Records</p>	<p>19.1. Unless otherwise indicated in the Call-off Contract, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>19.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client’s prior written approval to such agreements, and the Client shall be entitled at its</p>

	<p>discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, are specified in a Call-Off Contract.</p>
<p>20. Equipment, Vehicles and Materials</p>	<p>20.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p>
<p>21. Change to the Framework Agreement</p>	<p>21.1. Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both parties. A change can be made at any time after this Framework Agreement has been signed by both parties, and before it expires.</p>
<p>22. Assignment</p>	<p>22.1. The Consultant shall not assign, in whole or in part, its obligations under this this Framework Agreement and/or Call-off Contracts, without the prior written consent of the Client.</p>
<p>23. Termination of the Framework Agreement</p>	<p>23.1. The Client, without prejudice to any other remedy for breach of the Framework Agreement or Call-off Contract, may terminate this Framework Agreement immediately, by notice In Writing to the Consultant, if:</p> <ul style="list-style-type: none"> (a) in the judgement of the Client, the Consultant has engaged in Fraud and Corruption, or (b) during the Term of the Framework Agreement, the Consultant ceases to be qualified or eligible, or (c) the Consultant purports to assign, or otherwise transfer or dispose of this Framework Agreement and/or Call-off Contract, in whole, or in part, without the prior written consent of the Client, or (d) the Consultant becomes bankrupt or otherwise insolvent, or (e) the Consultant consistently does not submit proposals for call-off contracts, when requested by Clients, or consistently fails to submit a technically qualified proposal; (f) the Consultant fails to perform any other obligation under the Framework Agreement and/or any Call-off Contract. <p>23.2. The Client may terminate this Framework Agreement and/or any Call-off Contract, in whole or in part, by notice In Writing sent to the Consultant, at any time, for its convenience. The notice of termination shall specify that the termination is for the Client's</p>

	<p>convenience, the extent to which the performance of the Consultant under the Framework Agreement is terminated, and the date upon which such termination becomes effective.</p> <p>23.3. Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts already entered into under this Framework Agreement shall continue in full force and effect. However, no further Call-off Contracts shall be awarded once the Framework Agreement is terminated.</p>
<p>24. Dispute resolution in relation to the Framework Agreement</p>	<p>24.1. In the case of a dispute arising out of, or in connection with this Framework Agreement, the parties to the Framework Agreement shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.</p> <p>24.2. Where parties have exhausted the process described in FAP 24.1, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral, and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator, the parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.</p> <p>24.3. Dispute resolution mechanism for Call-off contracts shall be as specified in the Call-off Contracts.</p>

Appendix to the Framework Agreement

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:

- (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁵ (ii) to be a nominated⁶ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect⁷ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

⁵ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁶ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁷ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Framework Agreement – Schedules

SCHEDULE 1: Terms of Reference

[This Schedule shall include Terms of Reference (TORs) worked out by the Procuring Agency and the Consultant during the FA negotiations]

Schedule 2 - Key Experts

[Insert a table based on the Consultant's Technical Proposal and negotiated, if any, while concluding the Framework Agreement, that includes the title, agreed job description, minimum qualification and estimated period of engagement (if known). Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

SCHEDULE 3: Remuneration Rates

Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on the Consultant's Proposal and reflect any changes agreed during any negotiations when concluding the Framework Agreement, if any.]

SCHEDULE 4: Reimbursable Rates

[Insert the table with the reimbursable rates. The table shall be based on the Consultant's Proposal and reflect any changes agreed during any negotiations when concluding the Framework Agreement, if any.]

SCHEDULE 5: Secondary Procurement

This Section contains the methods and the criteria that the Procuring Agency shall use to conduct a Secondary Procurement to select a Consultant and award a Call-off Contract under this Framework Agreement.

[The Procuring Agency shall select the criteria deemed appropriate for the Secondary Procurement, using the samples text provided below or other acceptable wording, and delete the text in italics.]

The Secondary Procurement methodology(ies) to be described in this Schedule must be consistent with the Secondary Procurement method(s) set out in the Request for Proposals which resulted in the conclusion of the Framework Agreement.]

1. Secondary Procurement method(s)

The Secondary Procurement method(s) that apply to the selection of a Consultant for the award of a Call-off Contract under this Framework Agreement are:

- (i) competitive proposals through mini-competition [Least Cost Selection (LCS)]
 - a. **The upper limit of rate of experts and technical resources as specified above shall be fixed in the framework agreement of each agency. The agency can apply for secondary RFP and free to quote equal or less than the ceiling rates defined in Framework Agreement and total man month cost based on the actual need of specific assignment.**
 - b. **Selection for work orders will be based on technical and financial evaluation based on the LCS (Least Cost Selection) or any other method of procurement and evaluation criteria defined in the secondary RFP, as decided by the purchaser.**
- (ii) However, Client at its own discretion, without incurring any liabilities, may choose to adopt other selection methods as specified in the World Bank Procurement Regulation.

The evaluation of qualifications of Experts that may be needed during the Term of the Framework Agreement, and the proposed approach and methodology for a typical Call-off Contract would have been carried out during the Primary Procurement. The purpose of any proposals requested from consultants and its evaluation at the Secondary Procurement stage is therefore not to repeat the Primary Procurement process (as it otherwise dilutes the efficiency gains of the upfront process to establish a Framework Agreement). The Secondary Procurement focuses to fill-in the gaps, based on the specific information of the Call-off contract, and readily put a contract in place.

The procedure for the application of the procurement methods outlined above are the following.

1.1 Competitive proposals (mini-competition)

The Client will prepare a Request for Proposals: Call-off (RFP: Call off) and invite all eligible Consultants holding a Framework Agreement that includes the Services to be procured under the Call-off contract, to submit competitive proposals.

The RFP: Call-off will normally include:

- (a) description of the Services to be provided (Call-off Contract TOR)
 - (b) proposal forms
 - (c) proposal submission and opening provisions
 - (d) evaluation procedures
 - (e) negotiations and award
 - (f) the award criteria
 - (g) reference to the Call-off Contract Terms and Conditions, which are to apply to the provision of services
 - (h) *any other relevant information.*
-

For Experts' positions evaluated in the Primary Procurement and included in the Framework Agreement, Consultants are not permitted to propose remuneration rates, that are higher than the remuneration rates stated in the Framework Agreement, Schedule 2, or as adjusted by the agreed price adjustment formula, if applicable in accordance **with FAP 11**, and any changes in any Laws and Regulations in accordance with **FAP 12**. Consultants are also not permitted to propose reimbursable rates that are higher than the reimbursable rates stated in the Framework Agreement, subject to **FAP 12**.

2. Call-off contract

Following conclusion of successful contract negotiations, the negotiated Call-off Contract is signed by both the Client and the Consultant.

3. Communicating the award of Call-off Contract

The Client shall, at the same time as awarding the contract, communicate the award of the Call-off Contract in the case of:

- a. Direct Selection to all FA Consultants for the services included in the Call-off Contract.
- b. selection based on competitive proposals (through mini-competition) to all Consultants invited to submit proposals.
- c. Any other selection methodology adopted by purchaser, at its discretion, specified in the World Bank Procurement Regulation.

The consultants shall be required to furnish their responses at the time of limited tendering through email.

Any further intermediate communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

- a. the name and address of the successful Consultant
- b. description of the Services
- c. the contract price
- d. a statement of the reason(s) the recipient Consultant was unsuccessful.]

4. Complaint about award of Call-off Contract

An unsuccessful Consultant may complain about the decision to award a Call-off Contract. In this case the process for making a complaint is as follows::

- a. the complaint shall be made in writing to the Client, by the quickest means available, e.g. email
- b. the Client will address the complaint within a reasonable time

- c. the receipt of a complaint does not prohibit the award of the Call-off Contract, and no standstill period or pause in process shall apply.

Request for Proposals: Call-off

Secondary Procurement under a Framework Agreement (method: mini-competition)

From:	<i>[Insert Client's legal name]</i>
Client's Representative:	<i>[Insert name of Client's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Client's address]</i>
Telephone:	<i>[Insert Representatives telephone number]</i>
Email:	<i>[Insert Representatives email address]</i>

To:	<i>[Insert Consultant's legal name]</i>
Consultant's Representative:	<i>[Insert name of Consultant's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Consultant's address]</i>
Telephone:	<i>[Insert Representatives telephone number]</i>
Email:	<i>[Insert Representatives email address]</i>

Framework Agreement (FA):	<i>[Insert short title of FA]</i>
FA Date:	<i>[Insert FA Date]</i>
FA Reference No.	<i>[Insert FA reference]</i>

RFP: Call-off Ref No.:	<i>[Insert reference]</i>
RFP: CALL-OFF Date:	<i>[Insert date of RFP: CALL-OFF]</i>
RFP: CALL-OFF issued:	This RFP: CALL-OFF has been transmitted by: "post" or "email" or "fax"

Attachments:

Annex 1: Client's Requirements

Annex 2: Proposal Forms

Annex 3: Call-off Contract for provision of Services *[this may be the Call-off Contract Form or another acceptable template]*

Dear *[insert name of Consultant's Representative]*,

1. Request for Proposal: Call-off (RFP: Call-off)

With reference to above Framework Agreement (FA), you are invited to submit a proposal in this Secondary Procurement. The Proposal is for the Services described in Annex 1: Client's Requirements, attached to this RFP: Call-off.

2. Price

- (a) Your proposal must be submitted in the format contained in Annex 2: Consultant Proposal Form.
- (b) The remuneration rates for Experts specified in the Framework agreement shall not be higher than the remuneration rates as established in the Framework Agreement, as adjusted by applying the price adjustment formula and any adjustment for change in Laws and Regulations in accordance with the FA provisions.
- (c) The remuneration rates for needed additional Experts (for lump sum contracts, the rates applied by the Consultant to demonstrate the basis for the calculation of the Contract ceiling amount), if any, shall be reasonable considering typically charged rates by consultants in similar contracts.
- (d) The reimbursables rates (for lump sum contracts, the rates applied by the Consultant to demonstrate the basis for the calculation of the Contract ceiling amount) shall also not be higher than the reimbursable rates as established in the Framework Agreement, as adjusted for any change in Laws and Regulations in accordance with the FA provisions.
- (e) The reimbursable rates for any needed additional expenses (for lump sum contracts, the rates applied by the Consultant to demonstrate the basis for the calculation of the Contract ceiling amount), if any, shall be reasonable considering typically charged rates by consultants in similar contracts.
- (f) The price that you propose shall be fixed and shall not be subject to any further adjustment.
- (g) The remuneration rates for experts and reimbursable expenses shall be in the same currency(ies) specified for remuneration rates in the applicable Framework Agreement Schedule.
- (h) The Proposal will be valid for a period of [*insert number of calendar days*]

3. Key Experts

The Consultant is required to prepare its proposal based on the list of Key Experts in the Framework Agreement. Any substitute expert shall have qualifications equal to or better than the originally proposed Key Expert. Any additional Key Expert that may be needed to carry out the Services specified in the TOR: Call-off shall be adequately qualified to carry out the allocated tasks.

4. Clarifications

If you require clarification(s) regarding this RFP: Call-off, send your request in writing (email or hard copy *or through e-procurement system* if available) to our above-named Representative

before *[insert date and time]*. We shall forward copies of our response to all Consultants including a description of the inquiry but without identifying its source.

5. Preparation and Submission of Proposals

The Framework Agreement is included by reference. In preparing its technical proposal, a Consultant may focus on any specific requirements of the RFP Call-off and not necessarily repeat the relevant part of their proposal included in the Framework Agreement unless it needs to be updated.

The Consultant shall ensure that its financial proposal, as described in 2 above, adequately prices the technical proposal.

Proposals are to be submitted in the form attached in Annex 2: ***[insert method as applicable: e.g. by email, through e-procurement system]*** to the following address; [Attention: *[insert full name of person, if applicable]*; **E-mail address: or link to e-procurement system**]

Proposals submitted as email attachments shall be in the form of scanned non- editable images. ***[Include if needed: To facilitate the procurement process, the Client may require copies of the same proposals in other formats (such as in Word or Excel)]***

The deadline for submission of Proposals is *[insert time, day, month, year]* *[A period in the range of two weeks may normally be sufficient at the Call-off stage]*. Please inform us within *[insert number of days]* if you do not intend to submit a proposal.

6. Opening of Proposals

Proposals will be opened on ***[insert time, day, month, year]*** by the Client's representatives in the presence of the Consultant's designated representatives who choose to attend the opening of the proposals. Minutes of the opening will be shared with all Consultants who submitted proposals.

7. Evaluation of Technical and Financial Proposal

The **technical proposal** shall be evaluated to assess:

- consistency of approach and methodology with the approach and methodology proposed for a typical assignment under the Framework Agreement
- adequacy of the methodology, work plan and organization of the Consultant's team, in responding to the Terms of Reference- Call-off;
- confirm inclusion of appropriate Key Experts that were evaluated as part of the Primary Procurement and other experts as appropriate, included in the Framework Agreement;
- adequacy of the qualifications and competence for the assignment of any substitute and/or for additional Key Experts positions that were not evaluated in the Primary Procurement (not included in the Framework Agreement).
- ***[add other relevant criteria, if any]***

For Consultant/s whose technical proposal/s has been found to be substantially responsive in accordance with the above assessment, the **financial proposal/s** are then evaluated to review pricing in accordance para. 2 above.

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

- **Time-based contracts:** If a Time-Based contract is applied, (a) any computational or arithmetical errors will be corrected, and (b) the prices will be adjusted if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the quantification indicated in the Financial Proposal will be corrected 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.

Taxes: For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.

8. Negotiations and award

The Client will invite the consultant whose technical proposal is evaluated as substantially responsive and whose financial proposal is evaluated as the lowest evaluated total price for contract negotiations.

- **Availability of Key Experts:** The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
 - Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
-

- **Technical Negotiations:** The negotiations include discussions on the proposed approach, methodology, organization and work plan. These discussions shall not substantially alter the original scope of services under the TOR Call-off or the terms of the Call-off contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
 - **Financial Negotiations:** The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Call-off Contract. As the selection has already considered cost, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. In the case of a Time-Based contract, remunerations rates negotiations for the Key Experts in the Framework Agreement or their substitution shall not take place, as those rates and any mechanism for adjustment was already established pursuant to the Framework Agreement. Negotiations for Time-Based Contracts shall therefore focus on any additional Key Expert positions' remuneration rates, if they are much higher than the typically charged rates by consultants in similar contracts.
 - If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will then invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
9. At the time of Contract Award, the Consultant (including each subcontractor proposed by the Consultant) shall not be subject to disqualification by the Bank for non-compliance with SEA/SH obligations. Prior to Contract award, the Client will verify that the successful Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual Sexual Exploitation and Abuse (SEA) /Sexual Harassment (SH) prevention and response obligations. The Client will conduct the same verification for each subcontractor proposed by the successful Consultant. If any proposed subcontractor does not meet the requirement, the Client will require the Consultant to propose a replacement subcontractor.

In this regard, "**Sexual Exploitation and Abuse**" "**(SEA)**" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

"**Sexual Harassment**" "**(SH)**" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.

10. Contract

Attached, as Annex 3 to this RFP: Call-off, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on the same, or similar terms. [*Instructions: complete a draft Call-off Contract for this procurement and attach it to this RFP: Call-off*]

11. Commencement Date

The Consultant is expected to commence the assignment on _____ [*insert date*] and at _____ [*insert location*].

On behalf of the Client:

Signature:

Name:

Title/position:

RFP: CALL-OFF Annex 1: Terms of Reference: Call-off

[The Framework Agreement (including the TOR at that stage) is included by reference. The TOR Call-off, may therefore refer to it, and focus on any specific requirements of the assignment and not necessarily repeat the TOR included in the Framework Agreement unless it needs to be updated.]

[Within the framework of the TOR, included in the Framework Agreement, provide assignment-specific information and requirements, as appropriate]

[Client's Input (services, facilities and properties) and counterpart personnel may also be specified, as appropriate]

RFP: CALL-OFF ANNEX 2: Consultant Proposal Form

From:	<i>[Insert Consultant's legal name]</i>
Consultant's Representative:	<i>[Insert name of Consultant's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Consultant's address]</i>
Email:	<i>[Insert Consultant's email address]</i>

To:	<i>[Insert Client's legal name]</i>
Client's Representative:	<i>[Insert name of Client's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Client's address]</i>

Framework Agreement (FA)	<i>[Insert short title of FA]</i>
FA Reference No.	<i>[Insert Client's FA reference]</i>
Date of Framework Agreement:	<i>[Insert FA date]</i>

RFP: CALL-OFF Ref No.:	<i>[Insert Client's reference]</i>
Date of Proposal:	<i>[Insert date of Proposal]</i>

Dear *[insert name of Client's Representative]*

Submission of Proposal

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your RFP: Call-off dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

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

{OR

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

Our Financial Proposal is for the amount of *{Indicate the corresponding to the amount(s) currency(ies)}* *{Insert amount(s) in words and figures}*, *[Insert "including" or "excluding"]* of all indirect local taxes in accordance with the RFP: Call-off. The estimated amount of local indirect taxes is *{Insert currency}* *{Insert amount in words and figures}* which shall be confirmed or adjusted, if needed, during negotiations.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us, subject to any modifications resulting from Contract negotiations, until *[insert day, month and year]*.
- (c) We have no conflict of interest in accordance with the RFP: Call-off.
- (d) We meet the eligibility requirements and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption, as stated in the RFP: Call-off.
- (e) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** *[select the appropriate option from (i) to (iii) below and delete the others]*.
We *[where JV, insert: "including any of our JV members"]*, and any of our sub-consultants:
 - (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
 - (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
 - (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*
- (f) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (g) We undertake to negotiate a Contract on the basis of the proposed Key Experts.

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

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

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

- (i) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the expected commencement date specified in the RFP: Call-off.
- (j) We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

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

Full name: *{insert full name of authorized representative}*

Title: *{insert title/position of authorized representative}*

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

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

Address: *{insert the authorized representative’s address}*

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

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

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

ATTACHMENTS:

1. Description of Approach, Methodology, and Work Plan for Performing the Assignment
2. Work Schedule and planning for deliverables
3. Team Composition, Assignment, and Key Experts’ inputs
4. CVs for any justifiable substitution or needed additional Key Expert position not envisaged in the Framework Agreement
5. Financial proposal forms

TECHNICAL PROPOSAL FORM 1
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT

{Suggested structure of your Technical Proposal}

[Note to Consultant: The Framework Agreement (including the proposal) is included by reference. In preparing this section, the Consultant may focus on any specific requirements of the RFP Call-off and not necessarily repeat the relevant part of the proposal included in the Framework Agreement unless it needs to be updated.]

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

TECHNICAL PROPOSAL FORM 2

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

TECHNICAL PROPOSAL FORM 3 TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1		[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]								
			[Field]	[0.5 m]	[2.5]		[0]								
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

1 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

- 2 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input
 Part time input

TECHNICAL PROPOSAL FORM 4 CURRICULUM VITAE (CV)

[CVs for any justifiable substitution or needed additional Key Expert position not envisaged in the Framework Agreement]

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

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

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

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
<i>[e.g., May 2015-present]</i>	<i>[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....;]</i>		

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved)	

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

Certification:

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized

Signature

Date

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

FINANCIAL PROPOSAL FORM 1
SUMMARY OF COSTS

Item	Cost	
	<i>{Delete columns which are not used}</i>	
	<i>{Insert Foreign Currency as applicable}</i>	<i>{Insert Local Currency as applicable}</i>
Cost of the Financial Proposal		
Including:		
(1) Remuneration		
(2) Reimbursables		
<u>Total Cost of the Financial Proposal:</u> <i>{Should match the amount in the Proposal Submission Form}</i>		
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded		
(i) {insert type of tax e.g., VAT or sales tax}		
(ii) {e.g., income tax on non-resident experts}		
(iii) {insert type of tax}		
<u>Total Estimate for Indirect Local Tax:</u>		

FINANCIAL PROPOSAL FORM 2 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

No.	Name	Position	Person-month Remuneration Rate	Time Input in Person/Month	Foreign Currency /ies	Local Currency
—	Key Experts					
K-1			[Home]			
			[Field]			
K-2						
—	Non-Key Experts					
N-1			[Home]			
N-2			[Field]			
	Total Costs					

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

[To be used for Time- Based Call-off Contracts for additional Key Expert position not envisaged in the Framework Agreement]

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.3. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant’s Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant’s Representations Regarding Costs and Charges
(Model Form I)**
(Expressed in {insert name of currency*})

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

{* If more than one currency is used, use additional table(s), one for each currency}

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

FINANCIAL PROPOSAL FORM 3 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts.

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Foreign Currency/ies }	{Local Currency }
—	{e.g., Per diem	{Day}		_____		
—	{e.g., International flights}	{Ticket}		_____		
—	{e.g., In/out airport transportation}	{Trip}				
	{e.g., Communication costs between Insert place and Insert place}				_____	
	{ e.g., reproduction of				_____	
	{e.g., Office rent}				_____	
				_____	
	{Training of the Client’s personnel – if required in TOR}				_____	
Total Costs						

* “Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Agency can set up a ceiling in Framework Agreement if appropriate

Call-off Contract for the provision of Services

Framework Agreement (FA):	<i>[insert short title of FA]</i>
FA Date:	<i>[insert FA date]</i>
<i>FA reference number:</i>	<i>[insert FA reference number]</i>
Services:	<i>[short title of Services]</i>
The Project Site(s)/Final Destination(s) is/are:	<i>[Insert information on the location(s) of the site(s), where applicable]</i>
Site of inspections and tests	<i>[Insert information, where applicable]</i>

Client:	Consultant:
<i>[Insert complete legal name of the Client]</i>	<i>[Insert complete legal name of the Consultant]</i>
<i>[address]</i>	<i>[address]</i>

1. In consideration of the payments to be made by the Client to the Consultant as specified in this Call-off Contract, the Consultant hereby covenants with the Client to provide the Services in conformity in all respects with the provisions of the Contract.
2. The Client hereby covenants to pay the Consultant in consideration of the provision of the Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

3. Contract Documents

The following documents shall be deemed to form and be read and construed as part of this Call-off Contract. This Call-off Contract shall prevail over all other contract documents.

- (a) Consultant’s Proposal (as applicable), and finalized at contract negotiations
 - (b) Addenda No. ___ (if any)
 - (c) Call-off Contract- Conditions of Contract
- and by reference the following documents:
- (d) Framework Agreement
 - (e) *[insert relevant schedules from the Framework Agreement schedules as applicable to the Call-off contract]*
 - (f) *[List any other document]*

For and on behalf of the Client

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

Date: _____

For and on behalf of the Consultant

Signed: *[insert signature of authorized representative(s) of the Consultant]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Date: _____

Call-off Contract- Conditions of Contract (CoC)

[Note to the Procuring Agency: In the interest of harmonization and simplification for the Call-off Contract Client/s, the Procuring Agency (FA) may fill in, to the extent practicable, the information to be filled in in this section and clearly marking specific information that can only/shall be filled in by the Call-off Client/s.]

The following Call-off Contract Conditions of Contract apply to the Call-off Contract

1. Contract Price and Schedule of Payments

[Insert one of the following two options for bullet point (a)]

[Option 1- Lump-Sum Contracts]

(a) Contract Price *[Modify as appropriate]*

The Contract price is: _____ *[insert amount and currency/ies as applicable] [indicate “inclusive” or “exclusive”]* of local indirect taxes.

Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall *[insert as appropriate: “be paid” or “reimbursed”]* by the Client *[insert as appropriate: “for” or “to”]* the Consultant.

The amount of such taxes is _____ *[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant]*

Schedule of Payments *[Modify as appropriate]*

The schedule of payments is specified below:

- **An advance payment of *[insert % of Contract Price]* within *[insert number of days]* following receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against the lump-sum instalments**
- ***[insert amount and currency]* within *[insert number of days]* following the Client's receipt of the draft report, acceptable to the Client; and**
- ***[insert amount and currency]* within *[insert number of days]* following the Client's receipt of the final report, acceptable to the Client.**

[Option 2- Time-Based Contracts]

(a) Ceiling Amount *[Modify as appropriate]*

For Services rendered pursuant to the Call-off Contract, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert amount and currency/currencies]*, *[indicate: “inclusive” or “exclusive”]* of local indirect taxes.

Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall *[insert as appropriate: “be paid” or “reimbursed”]* by the Client *[insert as appropriate: “for” or “to”]* the Consultant.

The amount of such taxes is _____ *[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant]*

Payments [modify as appropriate]

- **An advance payment of [insert % of Contract Price]** within **[insert number of days]** following receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions in equal installments against the statements for the first **[insert number]** months of the Services until the advance payment has been fully set off.
- **Remuneration:** The Client shall pay the Consultant for Services rendered at the rate(s) **[Select the appropriate option: “per person- month” or “per day” or “per hour ”]** actually spent by each Expert after the date of commencement or such other dates as the parties may agree, in accordance with the rates agreed, within **[insert number of days]** following receipt of satisfactorily supported itemized invoices.
- **Reimbursables:** The Client shall pay the Consultant for reimbursable expenses, within **[insert number of days]** following receipt of satisfactorily supported itemized invoices, which shall consist of and be limited to:
 - (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client; and
 - (ii) such other expenses as approved in advance by the Client.
- (b) **Delayed payments:** If the Client delays payments beyond fifteen (15) days after the period specified in (a) above, interest shall be paid to the Consultant on the delayed amount at the annual rate of **[insert rate]**
- (c) The agreed contract prices shall not be adjusted for foreign and/or local inflation during the execution of the contract
- (d) All payments under this Contract shall be made to the accounts of the Consultant.
The accounts are:
for foreign currency: [insert account].
for local currency: [insert account].

2. Authority of Member in Charge

In case the Consultant is a Joint Venture, the members hereby authorize the Lead Member specified in the Consultant Proposal Form to act on their behalf in exercising all the

Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

3. Reporting Obligations

Reporting obligations of the Consultant shall be as specified in the TOR Call-off.

4. Insurance

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

[Delete what is not applicable except (a)].

(a) Professional liability insurance, with a minimum coverage of _____
[insert amount and currency which should be not less than the total ceiling amount of the Contract];

- (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Client's country"]*;
- (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Client's country"]*;
- (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

[insert specific insurance provisions agreed upon, including coverage, currency and amount]

5. Modifications or Variations

Any modification or variation of the terms and conditions of this Call-off Contract, including any modification or variation of the scope of the Services, may only be made by written

agreement between the parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other party.

For Lump-Sum contracts, any change to the Contract price can be made only if the parties have agreed to the revised scope of Services pursuant and have amended in writing the Terms of Reference for the Call-off Contract. For Time-based contracts, for any payments in excess of the ceilings, an amendment to the Call-off Contract shall be signed by the parties referring to the provision of this Contract that evokes such amendment.

6. Dispute resolution in relation to Call-off Contracts

The parties to the Call-off Contract shall seek to resolve any dispute amicably by mutual consultation.

If either party objects to any action or inaction of the other party to the Contract, the objecting party may file a written notice of dispute to the other party providing in detail the basis of the dispute. The party receiving the notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that party, the arbitration provisions below apply.

Any dispute between the parties arising under or related to this Contract that cannot be settled amicably may be referred to by either party to arbitration. Notwithstanding any reference to arbitration, the parties shall continue to perform their respective obligations under the Call-off Contract unless they agree otherwise.

[(a) shall be retained in the case of a Contract with a foreign Consultant and (b) shall be retained in the case of a Contract with a consultant who is national of the Client's Country.]

- (a) If the parties fail to agree on the appointment of a sole arbitrator within thirty (30) days after receipt by the other party of the proposal of a name for such an appointment from the Party who initiated the proceedings, either party may apply to the appointing authority specified in FAP 2.11 of the Framework Agreement to appoint a sole arbitrator.

Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

- (b) In the case of a dispute between the Client and a Consultant who is a national of the Client's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Client's Country.

7. *[include the following if the Contract has been assessed to present potential or actual cyber security risks:*

The Consultant, including its Sub-consultants/suppliers/ service providers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Consultant, including its Sub-consultants/ suppliers/ service providers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.]

8. **Expiration of Contract:** *[Insert time period e.g., 180 days]*
9. *[Insert if different than address provided in the Framework Agreement]*

Address for notices to the Client:

[Attention]

[title/position]

[department/work unit]

[address]

[Electronic mail address]

Address for notices to the Consultant:

[insert the name of officer authorized to receive notices]

[title/position]

[department/work unit]

[address]

[Electronic mail address]

SCHEDULE 6: Advance Payment Security

Demand Guarantee

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

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

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

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

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

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

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

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

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

[signature(s)]

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

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

SCHEDULE 7: Code of Conduct for Experts

[Include based on template included in the Framework Agreement]

SCHEDULE 8: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Sub-consultants

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each Sub-consultant proposed by the Consultant]

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p>

SCHEDULE 9: List of Clients (if applicable)

[delete this section if this is a Single-User FA i.e. single Client FA]

The following agencies are participating as Clients in this Framework Agreement.

#	Name of Client	Address	Representative
1.	<i>[insert complete name of Lead Procuring Agency/Client #1]</i> <i>[insert the type of legal entity]</i>	<i>[insert the address of the principal place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
2.	<i>[insert complete name of Client #2]</i> <i>[insert the type of legal entity]</i>	<i>[insert the address of the principal place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
3.	<i>[insert complete name of Client #3]</i> <i>[insert the type of legal entity]</i>	<i>[insert the address of the principal place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
4.			