SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS
(DIRECT RFP WITHOUT EOI)

RFP No.: MBMA/MPOWER/21/2026-27/CS-7A/56

Consulting Services for: Hiring of an Agency for the Design and Implementation of Community Learning Mission in Meghalaya

Client: Meghalaya Basin Management Agency

Country: India

Project: Meghalaya Multisectoral Project for Adolescent Wellbeing, Empowerment and Resilience (MPOWER)

Issued on: 24th July, 2026

TABLE OF CONTENT

PART I

Section 1. Letter of Invitation

Letter of Invitation
Consulting Services

Name of Assignment: *Hiring of an Agency for the Design and Implementation of Community Learning Mission in Meghalaya*

RFP Reference No.: *MBMA/MPOWER/21/2026-27/CS-7A/56*

Loan No.: *P507066*

Location: *Shillong, Meghalaya*

Date: 24th July, 2026

Dear Mr. /Ms.,

1. The Government of Meghalaya (GoM) is developing a long-term strategy to improve the human capital outcomes of adolescents and youth through a range of enabling policies and programmes. The Meghalaya Programme for Adolescent Wellbeing, Empowerment and Resilience (MPOWER), supported by the World Bank, delivers an integrated package of interventions for adolescents across schools and communities. The programme focuses on improving learning outcomes, strengthening cognitive and life skills, enhancing mental and physical health, and supporting transitions to education, work, and adulthood.

   As part of this, the project is implementing a Community Learning Mission to support out-of-school adolescents and youth in transitioning back into formal education systems and structured learning pathways.

   As per UDISE data, Meghalaya has approximately 8.40 lakh school dropouts across different age groups, highlighting the urgent need for targeted interventions to re-engage adolescents who are outside the formal education system. The proposed Community Learning Mission aims to create flexible, community-based learning and support mechanisms that help adolescents bridge learning gaps, prepare for re-entry into formal educational institutions, strengthen foundational and life skills, and improve access to education and future livelihood opportunities.

   The assignment will involve the design and implementation of a scalable Community Learning Mission model across selected districts in Meghalaya, including learner mobilisation, community engagement, development of learning and transition support systems, capacity building of facilitators, academic and psychosocial support, monitoring and assessment, and strengthening pathways for mainstreaming out-of-school adolescents into formal education institutions.

   The assignment involves direct engagement with adolescents (9–19), including out-of-school adolescents, parents, teachers, volunteers, and community stakeholders, particularly in consultations, pilots and surveys, and other activities, and requires compliance with the applicable Laws of India and World Bank Group Environmental and Social Framework, as well as the Environmental and Social Management Framework (ESMF) for the project, the Environmental and Social Commitment Plan (ESCP), and the Stakeholder Engagement Plan (SEP).

The Meghalaya Basin Management Agency (MBMA) invites proposals in hard copy to provide the following consulting services (hereinafter called "Services"): *Hiring of an Agency for the Design and Implementation of Community Learning Mission in Meghalaya*. More details on the Services are provided in the Terms of Reference (Section 7).

2. A firm will be selected under Direct RFP without EoI (*Quality Cost Based Selection-QCBS)* procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" *[September, 2025]* ("Procurement Regulations"), which can be found at the following website: www.worldbank.org

3. The RFP includes the following documents:

   Section 1 – Request for Proposals Letter

   Section 2 - Instructions to Consultants and Data Sheet

   Section 3 - Technical Proposal (FTP) - Standard Forms

   Section 4 - Financial Proposal - Standard Forms

   Section 5 – Eligible Countries

   Section 6 – Fraud and Corruption

   Section 7 - Terms of Reference

   Section 8 - Standard Forms of Contract (Lump-Sum)

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

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

Yours sincerely,

(Shri. Vijay Kumar Mantri, IAS)
Deputy Chief Executive Officer, MBMA
Co- Project Director, MPOWER, MBMA

Section 2. Instructions to Consultants and Data Sheet

TABLE OF CONTENT

[Notes to the Client: 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 Client" should be deleted from the final RFP issued to the 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 Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time. (c) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (d) **"Borrower"** means the Government, Government agency or other entity that signs the *[loan/financing/grant[1]]* agreement with the Bank. (e) **"Client"** means the implementing agency that signs the Contract for the Services with the selected Consultant. (f) **"Client's Personnel"** is as defined in Clause GCC 1.1 (e) (g) **"Consultant"** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. (h) **"Contract"** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). (i) **"Data Sheet"** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to

[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]*

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) **"Government"** means the government of the Client's country.

(m) **"in writing"** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt.

(n) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(o) **"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

(p) **"ITC"** (this Section 2 of the RFP) means the Instructions to Consultants that provide~~s~~ the Consultants with all information needed to prepare their Proposals.

(q) **"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(r) **"Proposal"** means the Technical Proposal and the Financial Proposal of the Consultant.

(s) **"RFP"** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.

	(t) **"Services"** means the work to be performed by the Consultant pursuant to the Contract. (u) "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. (v) "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. (w) **"SPD - RFP"** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP. (x) **"Sub-consultant"** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract. (y) **"Terms of Reference (TORs)"** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**. 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing

	their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense. 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank. 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) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting Assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships	(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
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, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
6. Eligibility	6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers,

	suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations. 6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:
a. Sanctions	6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the 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 be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees	6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless: (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**. 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery). 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded,

	Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
12. Proposal Validity	12.1 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client 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 Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to

	the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.
c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below: 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: 14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so. 14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same. 14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**. 14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive. 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
a. Price Adjustment	16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically. 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

	17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail. 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**." 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**." 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]". 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data**

	Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
18. Confidentiality	18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals. 18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures. 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.
19. Opening of Technical Proposals	19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23. 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other

	information deemed appropriate or as indicated in the **Data Sheet**.
20. Proposals Evaluation	20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable. 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
22. Financial Proposals for QBS	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;

	(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend. 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals. 23.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 31.1. 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice. 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores,

	including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
25. Taxes	25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's

	country in accordance with the instructions in the **Data Sheet**.
26. Combined Quality and Cost Evaluation	
a. Quality and Cost-Based Selection (QCBS)	26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	26.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected. 26.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection	26.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.
D. Negotiations and Award	
27. Negotiations	27.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 27.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
a. Availability of Key Experts	27.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the

	Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 27.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
b. Technical Negotiations	27.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial Negotiations	27.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract. 27.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. 27.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
28. Conclusion of Negotiations	28.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. 28.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and

	disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
29. Notification of Award	29.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form. <u>Contract Award Notice</u> Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Client; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

	29.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.
30. Signing of Contract	30.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period. 30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
31. Procurement Related Complaint	31.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1 (m)	Not Applicable
2.1	**Name of the Client:** Meghalaya Basin Management Agency (MBMA) **Method of selection**: *Quality Cost Based Selection (QCBS* as per_the Procurement Regulations for IPF Borrowers dated July 2016 revised September, 2025 (available on www.worldbank.org)
2.2	**Financial Proposal to be submitted together with Technical Proposal**: Yes. **The name of the assignment is**: Hiring of an Agency for the Design and Implementation of Community Learning Mission in Meghalaya
2.3	**A pre-proposal conference will be held**: Yes Date of pre-proposal conference: 10th August, 2026 Time: 14:30 Indian standard time Address: Springside, Opposite HP Office Lumsohphoh, Nongthymmai – 793014, Meghalaya E-mail: mpowerprocurement.mbma@gmail.com
2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: "N/A"
4.1	**Not Applicable.**
6.3.1	**A list of debarred firms and individuals is available at the Bank's external website**: www.worldbank.org/debarr

<table>
<tr><th colspan="2">B. Preparation of Proposals</th></tr>
<tr><td>9.1</td><td>This RFP has been issued in the English language.
Proposals shall be submitted in English language.
All correspondence exchange shall be in English language.

Any supporting documents in language other than English: Translated version in English language shall be provided.</td></tr>
<tr><td>10.1</td><td>The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted in separate envelopes:
<u>For FULL TECHNICAL PROPOSAL (FTP):</u>
The Technical Proposal comprising:
Power of Attorney to sign the Proposal
TECH-1
TECH-2
TECH-3
TECH-4
TECH-5
TECH-6
TECH-7
AND
The Financial Proposal comprising:
(1) FIN-1
(2) FIN-2
(3) FIN-3
(4) FIN-4
(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</td></tr>
<tr><td>10.2</td><td>Statement of Undertaking is required: Yes.</td></tr>
<tr><td>11.1</td><td>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No.</td></tr>
</table>

12.1	**Proposals shall be valid for 120 calendar days from the last date of submission of proposals.**
12.4	Replace second sentence of ITC 12.4 with the following: However, should the need arise, any request for extension of validity an e-mail will be sent to each Consultant. The Consultants may send their response if any through e-mail at the e-mail id given in Data Sheet 2.3 i.e mpowerprocurement.mbma@gmail.com.
13	13.1. A Consultant may request clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline, or raise its inquiries during the pre-proposal conference, if provided for in accordance with ITC 2.3. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond by uploading the response (including an explanation of the query but without identifying its source) in its official website for information of all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described in ITC 13.1.1 and ITC 13.1.2 below. It is the consultant's responsibility to check for any addendum/ amendment/ corrigendum to the RFP document. 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment (to be uploaded in its website) in accordance with the procedure described in the **Data Sheet**. The amendment shall be binding on all Consultants. The Client shall not be liable for any information not received by the Consultants. It is the Consultants' responsibility to verify the website for the latest information related to the RFP. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals, by amending the RFP in accordance with ITC 13.1.1. 13.2 A Consultant may modify its Proposal in the following manner, before the deadline for submission of proposals. No modifications to the Technical or Financial Proposal shall be accepted after the proposal submission deadline. (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'. (b) For this purpose, modification/withdrawal by other means will not be accepted.

	(c) The modification and consequential re-submission of proposals is allowed any number of times. (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.***
13.1	**Clarifications may be requested online no later than** 15 **days before the proposals' submission deadline.** **The contact information for requesting clarifications is:** mpowerprocurement.mbma@gmail.com.
13.1.1	The Client will host the amendment to RFP, on its' own website, if any at any time prior to the submission deadline. The prospective Consultants shall remain responsible to view any amendment to the RFP.
13.2 (d)	Re-submission of the proposal is ***"not allowed"***, if withdrawn.
14.1.1	Joint Venture Not Allowed
14.1.2 (do not use for Fixed Budget method)	**Estimated input of Key Experts' time-input: 108 person-months.**
14.1.3 for time-based contracts only	***Not applicable***
14.1.4 and 26.2	***Not applicable***

use for Fixed Budget method	
15.1	Delete from the first sentence of ITC 15.1, the following: 'and shall comprise the documents listed in the **Data Sheet**'.
15.2	**The format of the Technical Proposal to be submitted is**: Full Technical Proposal (FTP) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	*Reimbursable may include* *Reimbursable costs will cover all necessary expenses related to travel, boarding and lodging (where applicable), office expenditures, and any other costs incurred in delivering the services in accordance with the Scope of Services/ToR.*
16.2	**Delete from ITC 16.2, the following: 'foreign and/or'.** **A price adjustment provision applies to remuneration rates:** No.
16.3	**Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in ,** ***www.incometaxindia.gov.in*** *and/ or at* ***www.gst.gov.in*** Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India. The Client will, however reimburse on proof of submission with relevant Government Authority, the Goods & Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable. The above only are to be shown separately in the financial proposal.
16.4	**The Financial Proposal shall be submitted in** Indian Rupees.
16.5	**Payments under the Contract shall be made in** Indian Rupees.

C. Submission, Opening and Evaluation	
17	Replace ITC 17 with the following: 17.6 Similarly, the original Financial Proposal shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**."
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.4	**The proposal must be submitted in the following address:** **ADDRESS:** **Meghalaya Basin Management Agency, Springside, Opposite HP Office** **Lumsohphoh, Nongthymmai 793014, Meghalaya** **The signed Technical Proposal and Financial Proposal shall be marked "ORIGINAL", and its copies marked "COPY"**
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 24th August, 2026, at 15:00 Hrs. (Indian Standard Time).**
17.7	**Hard copy of the proposal must be submitted in the following address:** **Meghalaya Basin Management Agency,** Springside, Opposite HP Office Lumsohphoh, Nongthymmai – 793014, Meghalaya **The Proposals must be submitted no later than:** **Date: 24th August, 2026, at 15:00 Hrs (Indian Standard Time)** In addition to the hard copy, the Consultant shall submit one (1) soft copy of the Technical Proposal only in a USB flash drive (pen drive) enclosed within the same sealed envelope. The Financial Proposal shall not be included in the USB flash drive.
19	Replace ITC 19 with the following:

<table>
<tr><td></td><td>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online (video conferencing/google meet & etc) if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.</td></tr>
<tr><td>19.1</td><td> The procedure for opening of technical proposals shall be: Technical proposal will be opened by the Client's Evaluation Committee at the date and time indicated below.
Date: same as the submission deadline indicated in 17.5 & 17.7.
Time: 1530 Hrs. (Indian Standard Time)
Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at:
O/o MegARISE, RDL Building, Springside, Opposite HP Office Lumsohphoh, Nongthymmai – 793014, Meghalaya
In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day </td></tr>
<tr><td>19.2</td><td>In addition, the following information will be read aloud at the opening of the Technical Proposals: Nil</td></tr>
<tr><td>21.1
[for FTP]</td><td> Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected.
Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.
Part A: Mandatory Criteria:
<table>
<tr><th>S. No:</th><th>Criteria</th><th>Documents Required</th></tr>
<tr><td>1.</td><td>The agency must be a company incorporated under the Companies Act or a Limited Liability Partnership firm registered under Limited Liability Partnership Act</td><td>Certificate of Incorporation (for Company/LLP) / Partnership Deed & Registration Certificate (for</td></tr>
</table></td></tr>
</table>

	2008/ Partnership act registered under relevant laws and should have been in existence for no less than 10 years	Partnership Firm) indicating date of establishment
2.	The Applicant must have valid PAN and GST registration	Copy of PAN Card and GST Registration Certificate of the firm/ Agency
3	The applicant (firm) must have successfully completed at least 3 (three) similar assignments in India within the last 10 (Ten) years preceding 30st June,2026 in programs funded or executed by the Government of India, State Government Departments, the World Bank, the United Nations, or other reputable international organizations. Additionally, at least one of these assignments should have been carried out in any of the North Eastern States of India. **Note:** Similar assignment would mean "Designing and implementing education or community-based learning programmes focused on improving learning outcomes for children and adolescents (aged 9–19 years), including experience in curriculum/TLM development, training, and programme implementation."	A signed copy of the completion certificate and work order for similar assignments executed by the firm during the last 10 (Ten) years shall be submitted in support of the firm's eligibility to apply. **Note**: The work order must clearly indicate the scope of work. In cases where the scope of work is not explicitly mentioned in the work order, additional supporting documentation shall be submitted to demonstrate compliance with this requirement.
4	The applicant (firm) should have a minimum average annual turnover of INR 90 Lakhs (Rupees Ninety Lakhs) from consultancy fees only during last 3 (three) financial years i.e. 2022-23, 2023-24 & 2024-25.	Certificate issued by a Chartered Accountant with UDIN along with Audited Financial Statements confirming the average annual turnover of the Bidder during the stated Financial Years must be submitted

Part B: Evaluation Criteria:

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

(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference:

a. Approach and Methodology ……………….. (10)
b. Work Plan……………………………….…. (10)
c. Overall, Team organization and staffing…… (10)

Total points for criterion (i): *[30]*

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

a) Position K-1: [Team Leader] *[15]*

*b) Position K-2: [*Community Engagement & Inclusion Specialist*][10]*

*c) Position K-3: [*Monitoring, Evaluation & Learning (MEL), Assessment & Psychometrics Specialist*]* *[10]*

*d) Position K-4 [*Behavior Change Communication Specialist] [10]

Total points for criterion (ii): *[45]*

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:

1) General qualifications (general education, training, and experience): *[20 %]*

2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)*: [70%]*

3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): *[10 %]*

Total weight: 100%

(iii) Technical presentation:

All Bidders meeting the Mandatory Criteria outlined **under 21.1**, Data Sheet of **Part A** shall be invited to make a Technical Presentation before the

Evaluation Committee. The date, time, venue, and other details of the presentation shall be communicated to the eligible Bidders in advance.

The Technical Presentation shall be made by the Team Leader proposed by the Bidder in its Technical Proposal. The presentation shall be in PowerPoint format, limited to a maximum of ten (10) slides and a duration of thirty (30) minutes.

The presentation shall demonstrate the Bidder's understanding, approach, methodology, and capability to undertake the assignment, particularly in relation to designing and implementing education or community-based learning programmes focused on improving learning outcomes for children and adolescents (aged 9–19 years), including curriculum/TLM development, training, and programme implementation.

Marks under this criterion shall be awarded as follows:

a. Understanding of the assignment objectives, beneficiaries and implementation context – **3 Marks**
b. Proposed methodology and implementation approach – **4 Marks**
c. Approach towards curriculum/TLM development, training, and stakeholder engagement – **3 Marks**
d. Demonstrated experience and learnings from similar assignments – **3 Marks**
e. Quality of presentation and response to queries of the Evaluation Committee – **2 Marks**

The maximum marks under this criterion shall be 15 Marks. The decision of the Evaluation Committee shall be final and binding.

Total points for criterion (iii): ***[15]***

(iv) Experience in similar projects in Meghalaya: Marks shall be awarded based on the Bidder's experience in executing similar projects/contracts/assignments in the State of Meghalaya for any Government Department or PSU during the last ten (10) years preceding 31st June 2026, as detailed below:

a. Execution of one (1) similar project/contract/assignment with a contract value of not less than INR 2 Crores [5 Marks]

b. Execution of two (2) or more similar projects/contracts/assignments, each having an individual contract value of not less than INR 2 Crores [10 Marks]

	Only those assignments meeting the definition specified under the Note to Clause 3 of Part A: Mandatory Criteria shall be considered for evaluation. Assignments not conforming to the said definition shall not be considered. The Bidder shall submit copies of the relevant work order(s), completion certificate(s), and/or client certificate(s) as documentary evidence. Note: Completed projects/assignments shall be considered for evaluation. Ongoing projects/assignments shall also be considered only if at least one (1) year of the assignment period has been completed as on June 2026. **Total points for criterion (iv): *[10]*** **Total points for the four criteria: 100** **The minimum technical score (St) required to pass is: 75**
	Public Opening of Financial Proposals
23.5	Following the completion of the evaluation of the Technical Proposals, the Client will inform all Consultants in writing of the location, date and time of the public opening of Financial Proposals. Consultant/s who wishes to attend this public opening of financial proposals via online (VC/Google meet) should email at mpowerprocurement.mbma@gmail.com 2 days prior to the opening In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day.
25.1	For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.

26.1 **(QCBS only)**	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. *[or replace with another inversely proportional formula acceptable to the Bank]* **The weights given to the Technical (T) and Financial (P) Proposals are**: **T** = 80% **P** = 20% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
	D. Negotiations and Award
27.1	**Expected date and address for contract negotiations:** **Date**: September, 2026 **Address:** Springside, Opposite HP Office Lumsohphoh, Nongthymmai – 793014, Meghalaya
29	Replace ITC 29 with the following: "29.1 After completing the negotiations, and obtaining the Bank's no objection to the negotiated draft Contract, if applicable, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. Contract Award Notice Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Client;

	(b) name and reference number of the contract being awarded, and the selection method used; (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope. 29.2 The Contract Award Notice shall be published on the Client's website with free access if available,
30.1	Replace ITC 30 with the following: **"**The Contract shall be signed prior to the expiry date of the Proposal validity, specified in ITC 12.1 or any extension thereof."
30.2	**Expected date for the commencement of the Services:** **Date: September, 2026** **Location:** Springside, Opposite HP Office Lumsohphoh, Nongthymmai – 793014, Meghalaya
31.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: **For the attention**: *Shri. Vjiay Kumar Mantri, IAS* **Title/position**: *Co- Project Director, MPOWER* **Client**: *MBMA* **Email address**: *mpowerprocurement.mbma@gmail.com* In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of this Request for Proposal; **2.** the Client's decision to exclude a Consultant from the procurement process prior to the award of contract; and

	3. the Client’s decision to award the contract.

Section 3. Technical Proposal – Standard Forms

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

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		**FORM**	**DESCRIPTION**	***Page Limit***
FTP	**STP**			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		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 and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	✓	TECH-7	Model Code of Conduct	

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) 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.}

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 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 Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council.

(f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.

(g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 27.4 may lead to the termination of Contract negotiations.

(h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

____

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

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
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}_____________

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.

B - Consultant's Experience

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

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs.)/ 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., Rs.1 mill/Rs. 0.5 mill}	{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., Rs. 0.2 mil/Rs. 0.2 mil}	{e.g., sole Consultant}

FORM TECH-3

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4

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

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

{Suggested structure of your Technical Proposal:

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing
d) Safeguarding, SEA/SH Risk Management, and Ethical Engagement with Adolescents

a) ***Technical Approach and Methodology.***

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks including on conducting research with vulnerable populations and minors, and addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

e) **Safeguarding, SEA/SH Risk Management, and Ethical Engagement with Adolescents:** {Please explain the Consultant's approach for safe and ethical engagement with adolescents and vulnerable groups, including measures to prevent and address Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH), confidentiality, inclusion, grievance awareness, and compliance with the POSH Act, 2013 and POCSO Act, 2012.}

f) The Consultant shall adopt a Stakeholder Engagement and Communications approach aligned with the Stakeholder Engagement Plan (SEP), including grievance awareness and reporting mechanisms for stakeholders. Key consultation and activities involving communities shall be made available in relevant local languages and, where feasible, in accessible formats for persons with disabilities.

FORM TECH-5

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 <u>in a form of a bar chart</u>.

3. Include a legend, if necessary, to help read the chart.

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)													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						
NON-KEY EXPERTS																	
N-1			[*Home*]														
			[*Field*]														
N-2																	
n																	
											Subtotal						
											Total						

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

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

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input

Part time input

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

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

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

____

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

Period	**Employing organization and your title/position. Contact 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. Hbbbbb, 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 Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert | Signature | Date

{day/month/year}

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

FORM TECH- 7

CODE OF CONDUCT FOR EXPERTS FORM

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*]. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace for carrying the Services 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;

3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. 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, or Client's Personnel;
5. 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;
6. 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;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including~~;~~ on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

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 person assigned by the Consultant to handle such 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 the contact person(s) assigned by the Consultant*] 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): ____

Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal including safeguarding and inclusion measures (SEA/SH, training, translation, accessible materials, safe venues).

Our attached Financial Proposal is for the amount of Rs._________{Insert amount in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is Rs._________{Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

We remain,

Yours sincerely,

____

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

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company's name or JV's name):
Capacity: {insert the person's capacity to sign for the Consultant}
Address: {insert the authorized representative's address}
Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address}_____________

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost
	{Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet**}
	In Indian Rupees (Rs.)
Cost of the Financial Proposal	
Including:	
(1) **Remuneration**	
(2) **Reimbursables**	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded	
Total Estimate for GST:	

FORM FIN-3 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

A. Remuneration _______					
No.	**Name**	**Position (as in TECH-6)**	**Person-month Remuneration Rate**	**Time Input in Person/Month** (from TECH-6)	**Total in Rs.**
	Key Experts				
K-1			[*Home*]		
			[*Field*]		
K-2					
	Non-Key Experts				
N-1			[*Home*]		
N-2			[*Field*]		
	Total Costs (Rs.)				

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

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. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3. 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.

1.4. 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:

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

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.

Sample Form

Consultant: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) 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 Rs.)

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									

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	In Indian Rupees (Rs.)
__	{e.g., Per diem allowances**}	{Day}		___	
__	{e.g., International flights}	{Ticket}		___	
__	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{e.g., reproduction of reports}				
	{e.g., Office rent}				
	....				
	{Training of the Client's personnel – if required in TOR}				
				Total Costs	

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

Section 5. Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Fraud and Corruption

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

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

   i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

   ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

   iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

   iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

   v. "obstructive practice" is:

      (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

      (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section 7. Terms of Reference

Terms of Reference (ToR)
Hiring of an Agency for the Design and Implementation of Community Learning Mission in Meghalaya

1. Background

Meghalaya is a young state with poor human capital outcomes for adolescents and youth. According to the 2011 Census, Meghalaya's adolescent population comprises close to 24 percent (around 710,000 boys and girls) of the state population (2.96 million), with over 80 percent living in rural areas, and 88 percent belonging to STs. In Meghalaya, dropout from higher secondary grades, early marriage and teenage pregnancy, low employment and high inactivity rates, mental health issues and drug abuse, are some important challenges faced by adolescents and youth. Anemia is another major health concern in the state among adolescents and is more prevalent among girls (53 percent) than boys (30 percent). Barriers to improving nutritional status among adolescents include poor diet, illiteracy, poor sanitation, and minimal coverage of interventions during early childhood and pregnancy. About 1 percent of the state's adolescent population live with some form of disabilities as per the 2011 Census. Adolescents/youths with disabilities often face marginalization and severe social, economic, and civic disparities as compared with those without disabilities due to a range of factors from stigma to inaccessible environments.

Adolescence offers a critical window of opportunity to promote a productive and healthy pathway towards adulthood. The period of adolescence is one of multiple changes – biological, psychological, and social, that are important for the future trajectories of young people. These transitions are opportunities to gain skills towards self-management and self-efficacy, build and manage social and inter-personal relations, establish a sense of identity, and make choices for academic and work futures. Better mental and psychosocial health during adolescence can reduce risky behaviors such as substance use and abuse and teenage pregnancies. Comprehensive programs that address issues of health, education, and employment can support adolescents' own agency in crafting their future.

The Government of Meghalaya (GoM) is developing a long-term strategy to improve the human capital outcomes of adolescents and youth through a range of enabling policies and programs. The proposed **Meghalaya Multisectoral Project for Adolescent Wellbeing, Empowerment and Resilience (MPOWER)**, implemented with support of the World Bank, will support an integrated package of interventions which would reach adolescents in their schools and communities with a focus on strengthened learning outcomes and non-cognitive and cognitive skills, better mental and physical health, and better information and support for life and work transitions. A cross-sectoral approach, including strengthened state capability and institutional capacity for dealing with the multidimensional issues of adolescence, is required to underpin the effective delivery of adolescent services. The aim is to improve adolescents' well-being and their longer-term outcomes – such as increase in marriage/child-bearing ages, greater human capital accumulation through increased time spent in education and increased productive capacity.

The project development objective (PDO) is to (i) enhance multisectoral service delivery and capability of the State of Meghalaya; and (ii) improve adolescents' human capital outcomes. The project has been designed around 4 components:

Component 1: Learning Mission, Life Skills, and Career Preparation in Schools:
This component aims to enhance human capital outcomes for adolescents in government and government-aided schools across upper primary, secondary, and higher secondary grades. It encompasses three key activities.

- ***Learning Mission for Upper Primary Grades:*** Focuses on improving foundational literacy and numeracy skills for grades 6-8 through the development and distribution of remedial teaching materials, teacher training, and hiring educational providers.
- ***Life Skills Education:*** Delivered through classroom sessions and adolescent clubs, this initiative uses curricula based on the Multisectoral Competency and Wellbeing Framework. It includes training for teachers and youth facilitators, establishment of clubs, and provision of materials and support for club operations.
- ***Academic Counseling and Career Readiness:*** Provides career readiness interventions for grades 9-12, including teacher training, counseling sessions, interactions with professionals, and activities to enhance soft skills and digital literacy.

Component 2: Community Interventions and Pathways for Out-of-school Adolescents:
This component focuses on improving outcomes for out-of-school adolescents by engaging parents, community members, and frontline workers.

- ***Community Clubs and Youth Centers:*** Establishes clubs and centers to offer services related to health, skill development, and employment. It involves training youth facilitators, providing materials, and setting up a hub and spoke model for service delivery.
- ***Community Sensitisation and Capacity Building:*** Develops strategies for information sharing and capacity building among stakeholders, including parents and community groups, using digital platforms and support groups.
- ***Educational and Economic Pathways:*** Facilitates secondary education completion and skills training for out-of-school adolescents through bridge education, psychometric assessments, and vocational training.

Component 3: State Capability and Program Management:
This component strengthens institutional capacity for governance and outreach, supports adolescent girls' education, and manages project operations.

- ***Competency and Wellbeing Framework:*** Develops a framework for adolescent empowerment covering life skills, mental health, sexual health, and career aspirations, with training and curriculum rollout.
- ***State Capability and Innovations:*** Establishes a State Center for Adolescents and Youth, develops a youth employment strategy, and pilot innovative models for human capital improvement.
- ***Project Management and Monitoring:*** Provides operational support, develops manuals and guidelines, implements monitoring and evaluation plans, and establishes information management systems and grievance mechanisms.

Component 4: Contingent Emergency Response Component (CERC):

This component is designed to provide immediate support in response to eligible crises or emergencies as needed.

The project expects to directly benefit about 500,000 adolescents' boys and girls aged 9 to 19 years across Meghalaya. Of these, about 400,000 are expected to be adolescents enrolled in schools, and 100,000 will be out of school adolescents. At least 49 percent of these beneficiaries are expected to be adolescent girls. Overall, the project will also indirectly benefit all adolescents in Meghalaya through the programmatic approach built into the Multisectoral Competency and Wellbeing Framework.

The institutional and implementation arrangements for the project involve the Planning, Investment Promotion & Sustainable Development Department (PIPSDD) of the GoM, which will oversee the project through the Meghalaya Basin Management Agency (MBMA) and the Departments of Education, Health and Family Welfare, and Sports and Youth Affairs. A State Project Management Unit (SPMU) under PIPSDD and sub-Project Management Units (Sub-PMUs) under the respective departments will handle day-to-day implementation. The GoM has appointed a Project Director and three Additional Project Directors to lead the project. The SPMU will manage overall implementation, procurement, and financial management, while Sub-PMUs will execute activities in their domains through an approved Annual Plan of Action. District Coordinators will work within District Project Management Units to collaborate with district officials. A Project Operations Manual (POM) will guide project implementation, monitoring, and supervision.

The MPOWER project is a unique initiative both in substance and scale, which presents exciting opportunities for generating new knowledge and learning as to what works, and what does not, to improve the wellbeing of adolescents. The GoM seeks to engage an agency to undertake monitoring and evaluation activities for the project, i.e. baseline survey, need-based process evaluation of innovative pilots, mid-term evaluation, and end-term evaluation.

2. Objective

The overall objective of this assignment is to design and operationalise a Community Learning Mission under MPOWER that supports the creation of a stimulating, inclusive, and safe community-based learning ecosystem for children and adolescents aged 9 to 19 years, with a strengthened focus on improving foundational and grade-level learning outcomes, particularly for Out-of-School (OOS) adolescents. The assignment will explicitly contribute to enhancing learning recovery, supporting structured bridge programmes for re-entry into the formal education system, and improving overall literacy levels in the State. The initiative will align with existing state policies and priorities, including the enrolment of SSLC private candidates across the 171 identified centres and ensuring the effective use of self-study materials for adolescent learners.

The focus will be on: (a) training and supporting teaching volunteers, master trainers, youth facilitators, and parents in leading structured and outcome-oriented learning activities; (b) providing high-quality, culturally relevant, and competency-based materials, including storybooks, puzzles, games, and structured self-study content; (c) strengthening bridge programme support mechanisms for OOS adolescents to facilitate re-entry, retention, and successful transition to certification pathways such as SSLC (private candidates); (d) fostering collaboration among home, school, and community institutions to ensure shared responsibility for adolescent learning and literacy improvement; and (e) using standardised and competency-based assessment tools to monitor learning progress and inform adaptive interventions.

The agency will design the overall conceptual framework of the MPOWER Community Learning Mission, develop its implementation guidelines, and prepare contextualised training and learning materials aligned to state priorities on literacy and secondary-level completion. It will facilitate the effective integration and use of the Out-of-School Children (OOSC) textbooks within structured bridge programmes to support dropout adolescents re-entering the education system. The consultancy will also ensure alignment between the Community Learning Mission and the SSLC private candidate enrolment initiative across the 171 centres. Furthermore, the agency will undertake field testing of the Community Learning Mission through select pilots, evaluate lessons from implementation, and refine the conceptual framework, operational guidelines, and training and learning resources to strengthen scale-up readiness and impact on adolescent literacy and secondary completion outcomes.

3. Scope of work

The scope of this assignment will include four distinct phases – (i) **Community needs assessment and mapping** (ii) **Design and Development of the MPOWER Community Learning Mission**; (iii) **Development and Contextualisation of training and learning materials**; and (iv) **Design, Rollout and field testing of Learning Mission Pilot**. The Agency will work under the close coordination and supervision of the MPOWER SPMU and Sub-PMU at Education Department. The responsibilities of the Agency will comprise, but not be limited to, the following:

(i) Community needs assessment and mapping: The agency will undertake a community needs assessment to identify specific learning requirements for the adolescents in the age groups of 9-19 years. Furthermore, the agency will also undertake a mapping of existing best practices on community learning/reading programs, related guidelines as well as training and learning materials. This mapping will encompass both national and international programs to ensure a comprehensive understanding of the best practices and methodologies currently in use. By examining various programs and educational strategies, the agency needs to identify the most effective and relevant components that can be adapted to meet the unique needs of adolescents in Meghalaya. The agency will also undertake stakeholders' consultation to understand the unique needs of both in and out-of-school adolescents, their caregivers, parents and teachers, etc.

(ii) Design and Development of the MPOWER Community Learning Mission: Based on the findings of the community needs assessment and mapping, the agency shall design and develop the comprehensive conceptual framework and implementation guidelines for the MPOWER Community Learning Mission. The framework shall articulate a clear vision, measurable objectives, and outcome indicators focused on improving foundational and grade-level learning outcomes for children and adolescents aged 9–19 years, with particular emphasis on Out-of-School (OOS) and dropout adolescents. The design shall support structured bridge programmes to facilitate re-entry into formal schooling and certification pathways, including SSLC private candidates' enrolment across the 171 identified centres, while contributing to the broader state goal of improving literacy rates.

The framework shall align with the in-school learning mission designed to foster strong collaboration among home, school, and community institutions, ensuring shared responsibility for adolescent learning and retention. It shall outline clearly defined learning domains, competency benchmarks, and literacy-focused outcomes; inclusive and accessible community-based delivery models (including after-school classrooms, weekend or evening learning camps, adolescent clubs/circles, and community organisations as safe reading and learning spaces); structured learner support mechanisms; and clearly defined roles for volunteers, youth facilitators, master trainers, and parents.

The agency shall ensure alignment and integration with the bridge curriculum to support academic continuity, exam readiness, and learning recovery for OOS adolescents. The framework must detail curriculum alignment strategies, learner tracking systems, standardised and competency-based assessment tools, monitoring and evaluation mechanisms, and structured pathways linking community-based learning.

Additionally, the framework shall include comprehensive approaches for resource mobilisation, training architecture and cascade models, community outreach and communication strategies for mobilising OOS youth, implementation planning with phased roll-out, transparent reporting mechanisms, and governance and management structures. The overall design and implementation modalities shall be developed within the broader MPOWER project ecosystem, with explicit reference to the Project Appraisal Document (PAD), ensuring coherence with existing project components, institutional arrangements, and state policy priorities.

(iii)Development and Contextualisation of training and learning materials: The Agency will be responsible for designing and developing a comprehensive Learning Mission curriculum and relevant user-friendly training material and manuals, and implementation guidelines. This process will involve closely working with the Department of Education Research and Training (DERT) in identifying the existing resources and appropriately updating them to be suitable for the Learning Mission. The Directorate of Education Research and Training (DERT) has developed various training and learning materials (TLM) for students and teachers. These TLMs are largely used in the classroom setting for strengthening foundational literacy and numeracy (FLN). The Agency will review, the existing TLM of the DERT Meghalaya as well as other TLMs prepared under the national and other state level programs and propose appropriate TLM for the MPOWER Community Learning Mission. A Technical Committee with active participation of DERT will review and approve the proposed TLM before its contextualisation and pilot testing. The selected agency will be tasked with adapting the TLM to the local context, taking into consideration cultural, social, and linguistic factors. This will involve tailoring the content to reflect the needs and experiences of adolescents, their parents, teachers, and caregivers in Meghalaya. The goal is to create TLM that is engaging, practical, and accessible to all stakeholders in community-based settings.

The Agency will assist in strengthening and customisation of the existing TLM and its distribution to teachers, students and teaching volunteers involved in remedial learning. The materials, including remedial reading resources and workbooks, will be designed to address learning gaps among students. Learnings from baseline assessment will inform the design of the learning mission curriculum to ensure its alignment with the State Curriculum Framework and incorporate effective pedagogical methods from successful strategies. The specific tasks include: (a)Strengthening of existing resources and development of new resources for the Learning Mission in consultation with MTTA to ensure alignment with state standards; (b) Design and develop materials such as lesson plans, instructional guides and multimedia resources to support teaching volunteers in delivering content effectively; (c)develop grade specific learning aids, modules and worksheets that can be used by students to reinforce concepts taught in classes; (d) Incorporate learnings and recommendations from the community needs assessment into the learning mission and TLM design; (e) Develop operational guidelines for the implementation of Learning Mission for learners aged 9-19; (f) Develop training plans for relevant stakeholders, review the plan and rollout with support from SPMU and Education Sub-PMU; and (g) Identify effective pedagogical approaches, inputs from baseline assessment report and pilot assessment making sure that these approaches integrate local cultural and linguistic factors.

(iv) Design, rollout and field testing of Learning Mission Pilot: The Agency will be responsible for roll out and implementation across all 12 districts of Meghalaya. Prior to this roll out, the agency will undertake field testing targeting 1000 OOSC adolescents of the approved design of the MPOWER Community Learning Mission along with the customised TLM in **North Garo Hills, East Khasi hills, Ri-Bhoi and East Jaintia** Hills districts. The field test shall include training the teaching volunteers, youth facilitators and parents as stakeholders for the implementation and supervision of the community learning mission. The primary objectives of field testing will be to: (i) assess the operational and technical efficiency of the community intervention design as well as the TLMs effectiveness in imparting knowledge and skills to the adolescents and other stakeholders; (ii) identify any weaknesses or gaps in the learning mission design and the TLMs requiring refinement; (iii) collect feedback from participants regarding their learning experience; (iv) determine the extent to which participants have acquired and can demonstrate the knowledge and skills taught; and (v) validate that the teaching learning methods and materials are effective and engaging. A detailed evaluation report on the learning mission design and effectiveness of TLM shall be submitted to Project Director along with the recommendation on the areas pertaining to be improvised. The agency in coordination with MPOWER SPMU will roll out the pilot interventions in the above selected districts. The agency will organise a stakeholder's consultation to discuss the findings of the evaluation report and seek further inputs on strengthening the overall design of the community learning mission and the related TLM.

(v) Finalisation of Learning Mission Design and TLM: Based on lessons from the pilots and inputs received through stakeholders' consultation, the Agency will finalise the design and implementation guidelines of Community Learning Mission as well as the related TLM. The agency will be expected to deliver following TLM:

- Training modules for master trainers and teaching volunteers (introductory and advanced).
- Grade specific learning aids, modules and worksheets

(vi) Developing a Cadre of district-wise Master trainers and preparing a rollout plan: The agency will conduct intensive training for the district-wise master trainers who in turn will train Teaching volunteers, youth facilitators and parents. The training will be done for a total 56 master trainers (1 per block), and about 600-650 **Teaching Volunteers** (1:10 villages) that will be engaged by MPOWER. The agency will prepare appropriate selection criteria for the Teaching Volunteers and Master Trainers and develop a detailed strategy for their training. Training plan shall define the number of hours and the frequency of training, logistics related to training plan and distribution of training materials. The agency will also provide refresher training of trainers and ongoing support to the teaching volunteers and parents throughout the contract period.

The agency shall conduct the training of Master trainers on new pedagogical approaches, effective use of TLM and community engagement strategies. Master trainers will train adequate number of Teaching volunteers preferably (Language / Math) per-village-, Findings from Annual Assessment shall be used to address gaps in the training of teaching volunteers, as well as informing the design of the community interventions. The agency in coordination SPMU and Education Sub-PMU will develop a plan to support continuous professional development for, teaching volunteers. The plan will outline ways to support them in terms of access to resources, follow-up training and mentorship opportunities to ensure they apply their training effectively.

(vii) Performance Assessment

The agency shall conduct Pre-and post-training assessments as part of the training component. The agency shall be responsible for designing and administering a comprehensive assessment framework to measure changes in trainees' knowledge and competencies resulting from the training.

The process of monitoring and reporting will also involve:

- Annual assessment of teaching volunteers to identify areas of improvement.
- Annual assessment of students to identify areas of improvement.

The agency shall submit reports on the findings of the above assessments along with recommendations for improving the learning mission and plan for remedial teaching. The recommendations as agreed with SPMU shall be incorporated by the agency into the learning mission.

The agency shall coordinate and take necessary measures to ensure all monitoring data is captured on the Project's Management Information System (PMIS).

(viii) Monitoring and reporting: The agency will support the Monitoring and Evaluation team at SPMU in developing appropriate assessment mechanisms and indicators in line with project PDOs, to enable the tracking of progress of the adolescents, including an annual assessment of students. The agency shall submit to SPMU progress reports as per the agreed indicators.

The SPMU will monitor the Learning Mission across the calendar year using regular assessments with help of Cluster and Block Resource coordinators / youth facilitators.

The SPMU will also gather feedback from the community and insights from teaching volunteers, students and parents, and provide feedback to the agency for integration into the programme.

(ix) Scale up

The scale up of the programme would happen in the below mentioned pathway:

Phase	Year	Districts
Phase I	2026 - 2027	3 Districts
Phase II	2027– 2028	7 Districts (3+ 4 new districts)
Phase III	2028 – 2029	12 Districts

(x) Collaboration and Coordination with Other Project Agencies and Consultancies: The selected agency shall work in close coordination and collaboration with all relevant agencies, consulting firms, and implementation partners engaged under the project to ensure convergence, efficiency, and avoidance of duplication of efforts. This will require proactive engagement, regular information sharing, and alignment of activities with the broader program framework.

The learning outcomes to be mapped during the project are as follows; the outcomes are shared in order to help the consultant/s design the learning mission and ensure that the outcomes are aligned.

- **Increased Enrolment of OOS Adolescents into SSLC (Private Candidates) Pathway:** Increased identification, mobilisation, and enrolment of eligible OOS adolescents into the SSLC (Private Candidates) pathway across the 171 identified centres, including improved participation in preparatory and bridge programmes.
- **Improved Foundational Literacy and Numeracy (FLN) Among OOS Adolescents:** Measurable improvement in foundational literacy and numeracy competencies among OOS adolescents through structured bridge learning, remedial support, and contextualised self-study materials.
- **Improved Academic Readiness and Transition Outcomes:** Strengthened academic readiness of OOS adolescents to re-enter formal education systems or successfully pursue secondary certification, including improved preparedness for SSLC examinations.
- **Contribution to Improvement in State Literacy Rates:** Enhanced adolescent literacy levels through structured community-based learning interventions, exam-focused academic support, and re-engagement strategies, contributing to the overall improvement in literacy rates in the State.
- **Increased Participation and Learning Outcomes of Female OOS Adolescents:** Improved enrolment, retention, and learning outcomes among female OOS adolescents through safe and inclusive learning spaces, targeted mobilisation, and structured academic support mechanisms
- **MPOWER project development outcomes (PDOs)** and indicators as per the PAD.

4. Deliverables and Timelines

The assignment will commence from the notice of commencement of work as notified by the SPMU and denoted by "T" (expected to be the contract signing date). The SPMU may request revisions to deliverables or timelines in line with project needs.

Stages	Acceptable	Tentative Description	Timeline
	Inception Report	A brief plan describing the manner in which the selected Agency intends to complete the	T + 1 month

Phase I: Design & Testing		assignment, with milestones aligned to MPOWER project development outcomes and indicators. This will be used to align expectations. Detailed work plan, methodology, coordination structure in line with SPMU timeline and milestone	
	Comprehensive Community Needs assessment, Baseline assessment & Mapping Report	Integrated report combining: (i) Community Needs Assessment (parents, teachers, caregivers, including in- and out-of-school adolescents aged 9-19); (ii) Mapping of national & international best practices and existing DERT/national TLM; (iii) Desk Review & Rapid Assessment; (iv) Statistically representative baseline assessment (schools across regions); (v) Training Needs Assessment; (vi) Recommendations aligned to PAD.	T+3 months
	Draft Conceptual Framework, Implementation Guidelines & Pilot Package	Consolidated package including: (i) Draft Conceptual Framework with vision, objectives, learning domains, inclusive delivery models (after-school/weekend/evening camps, adolescent clubs as safe spaces); (ii) Implementation Guidelines including enrolment/hiring modalities for learners and facilitators, governance, reporting, supervision, resource mobilisation, outreach strategy; (iii) Alignment with OoSC self-study materials; (iv) Draft TLM Adaptation Plan (review of DERT and other materials, proposal to Technical Committee); (v) Customised & Contextualised TLM – Pilot Version (lesson plans, workbooks, activity sheets, remedial materials, operational manuals); and (vi) Detailed Pilot Design & Training Plan including training schedules, evaluation tools, and monitoring protocols.	T+6 months
Phase II: Consolidation	Pilot Implementation & Evaluation Report	Documentation of pilot rollout in select districts; training conducted; operational efficiency; assessment of TLM effectiveness; participant feedback; learning outcome analysis; identified gaps and recommendations.	T+9 months
	Stakeholder Consultation & Learning Report	Consultation workshops to validate findings; documentation of inputs; refinement	T+10 months

		recommendations for strengthening design and TLM.	
	Finalised Learning Mission Framework & TLM Package	Revised and approved Conceptual Framework, Implementation Guidelines, and fully contextualised TLM set incorporating pilot learnings and baseline recommendations.	T+11 months
	Monitoring, Assessment & Reporting Framework	Tools and methodology for annual student and teaching volunteers assessments; integration with PMIS; process tracking and outcome monitoring.	Month 13
Phase III: Implementation & Supervision	Continuous Professional Development Plan	Strategy for refresher trainings, mentoring support, supervision mechanisms and resource access.	T+14 months
	Training Completion Report (MT & Teachers)	Reports on Master Trainer training; cascade teaching volunteers, youth facilitators and parents; pre- and post-assessment findings.	T+ 18 months
	Annual Assessment & Remedial Strengthening Report	Findings from annual assessments (students & teachers) with recommendations for remedial teaching and programme refinement.	Annually (end of Y2)
	Quarterly Progress Reports	Implementation progress, training coverage, TLM distribution, monitoring data, and field observations aligned to MPOWER project development outcomes and indicators.	Quarterly (T+21, T+24, T+27, T+30, T+32, T+36)
	Year 3	Continuous, real time Monitoring, Assessment & Reporting Support (data quality checks, PMIS integration, supervision notes, adaptive improvements)	Y3
	Final Completion Report	Consolidated report covering design, implementation, training, monitoring, outcomes aligned to MPOWER project development outcomes and indicators, and sustainability roadmap.	End of Contract

The deliverables are marked in various payment milestones and are tentatively marked as following for payments:

No	Acceptable	Tentative Time Duration	Payment Schedule
1	Inception Report	T+1 month	5%
2	Community Needs Assessment, Baseline Assessment & Mapping Report (incl. teacher training needs & recommendations)	T+3 months	10%
3	Draft Conceptual Framework + Implementation Guidelines + Pilot Package (incl. pilot TLM version, training plan, monitoring tools)	T+6 months	15%
4	Pilot Implementation & Evaluation Report (pilot rollout + training + effectiveness analysis + recommendations)	T+9 months	10%
5	Stakeholder Consultation & Learning Report + Final Learning Mission Framework & TLM Package (revised, approved, scale-up ready; includes M&A tools/PMIS alignment as annexures)	T+10 to T+13 months	10%
6	Continuous Professional Development (CPD) Plan (refresher training, mentoring, mechanisms)	T+14 months	5%
7	Training Completion Report (Master Trainers + cascade training of teaching volunteers/youth facilitators/parents + pre-post assessment)	T+18 month	10%
8	Quarterly Progress Reports (Year 2) (implementation, coverage, TLM distribution	Year 2 quarterly	2.5% (1.25%*2)
9	Annual Assessment & Remedial Strengthening Report (Year 2)	End of Year 2	5%
10	Quarterly Progress Report (Year 3)	Quarterly in Year 3	5% *(1.25% x 4)*
11	Continuous Monitoring, Assessment & Reporting Support (data quality checks, PMIS integration, supervision notes, adaptive improvements)	Year 3	10%
13	Final Completion Report (consolidated outcomes + sustainability and scale-up roadmap)	End of Contract	12.5%

5. Period of Consultancy:

The period of the consultancy will be for **<u>three years</u>** effective from the contract signing date, subject to satisfactory performance determined by the MPOWER in consultation with Meghalaya Teachers Training Academy (MTTA).

6. Staffing/Team Composition

The tentative staffing required for this engagement is shown in the table below, which includes a combination of core and non-core staff. Within the core staff, the Agency will be required to maintain the core team for the full duration of the assignment, while the non-core team will be required to perform on periodic basis during the field surveys. For the purpose of evaluation, only core staff positions will be considered. The Agency may propose an alternative staffing plan with proper justification, ensuring that the technical and operational requirements of the assignment are fully met.

Sn	Position	No. of Persons	Total Person Months	Key Responsibilities	Minimum Qualification & Experience
1	Team Lead (Education & Pedagogy, Curriculum & TLM Development (Literacy & Numeracy), Training & Capacity Building Specialist)	1	36	Overall leadership, strategic design, stakeholder engagement with Government, quality assurance of deliverables, supervision of pilots and scale-up	• Postgraduate degree or PhD in Education, Public Policy, Development Studies, or related social science disciplines. • Minimum 12+ years of professional experience in education systems, curriculum development, teacher training, or large-scale social sector programmes. • Demonstrated experience in leading multidisciplinary teams, designing pedagogical interventions, and working with Government education departments or large education initiatives.
2	Community Engagement & Inclusion Specialist	1	30	Community mobilisation strategy, inclusion of OOS adolescents, gender and social inclusion approaches	• Postgraduate degree in Social Work, Sociology, Development Studies, or related fields. • Minimum 8+ years of experience in community mobilisation, social inclusion programmes, or education and youth development initiatives. • Demonstrated experience working with communities, civil society organisations, and Government programmes, particularly in contexts involving vulnerable populations,

					gender inclusion, and youth engagement. • Experience in SEA/SH safeguarding and inclusion/accessibility in adolescent or youth-focused programmes will be preferred.”
3	Monitoring, Evaluation & Learning (MEL), Assessment & Psychometrics Specialist	1	36	Baseline, assessments, monitoring framework, indicators, evaluation design	• Postgraduate in Statistics/Economics/Public Policy with 8+ years experience in learning assessment design and evaluation. • Proven experience designing competency-based assessment tools and baseline surveys. • Expertise in sampling methodologies and test validation techniques. • Experience in analysing large-scale education datasets. • Proficiency in statistical software such as STATA, SPSS, R, or Python. • Experience with adolescent learning or education system evaluations preferred.
4	Behaviour Change Communication Specialist	1	6	Community mobilisation and outreach strategy	• Postgraduate degree in Mass Communication, Social Work, Public Health, Sociology, or related field. • Minimum 7 years of experience in social and behaviour change communication (SBCC), preferably in education, youth development, or community programmes.

					• Experience designing community mobilisation campaigns targeting adolescents and parents. • Experience developing communication materials (IEC, digital, community-based messaging). • Understanding of gender-responsive and inclusive communication strategies. • Experience working in North East India preferred.

Non-key experts

S. No.	Position	No. of Positions	Qualification	Experience
1	Digital Data Manager	1	Graduate degree in IT, Computer Science, Data Management, or related field	3–5 years of experience in data management, MIS, or digital systems, preferably in development/government projects
2	Programme Managers / Regional Coordinators	2	Postgraduate degree in Education/Social Sciences, Development Studies, Management, or related field	5–7 years of experience in program implementation and team management in large-scale projects
3	Block Coordinators / Field Associates / Training Coordinators	20	Graduate degree in any relevant field / Bachelor of Education Graduate /Diploma in Education	2–4 years of experience in community-based programs, training, or field coordination, preferably with youth

7. Terms and Conditions

The confidentiality and related contractual obligations shall be governed in accordance with the provisions outlined in the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC). The selected firm shall be required to adhere to these provisions, including maintaining strict confidentiality of all project-related information and documents, unless otherwise authorized in writing by the competent authority.

8. Reporting Arrangements

The agency will report to the Co-Project Director/Commissioner and Secretary, Education and will work closely with the Program Implementation Unit (MPOWER SPMU) & his/her team responsible for the coordination and implementation of the training and capacity building activities. The Consultant shall also provide periodic reporting on Environmental and Social (E&S) aspects of the assignment, including trainings conducted, stakeholder consultations undertaken (with disaggregated participant details, where applicable), outreach and engagement activities, and any grievance/complaint referrals addressed through the applicable grievance redress mechanism (GRM)." In addition, the Co-Project Director/Commissioner and Secretary, Education would assign a focal point person for the **agency** from the State Project Implementation Unit who will communicate the progress to the involved parties and ensure all necessary support to the consultant/s for the timely completion of this assignment. The Secretary and Commissioner, will also ensure that all relevant information for the completion of this task is made available to the Consultant/s in a timely manner.

10. Review Committee

The performance and deliverables of the consultant/s designing and supporting implementation of Learning Mission will be reviewed by a Committee formed by SPMU headed by the Project Director and Co-Project Director.

PART II

Section 8. Conditions of Contract and Contract Forms

LUMP-SUM FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

TABLE OF CONTENTS

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name ____________________________

[Loan/Credit/Grant] **No.**____________________

Contract No. _____________________________

Assignment Title: ______________________________

between

____

[Name of the Client]

and

____

[Name of the Consultant]

Dated: _______________________

I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received [*or* has applied for] a loan [*or* credit *or* grant] from the [*insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]:* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the [loan/financing/grant] agreement or have any claim to the [loan/credit/grant] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
   (b) The Special Conditions of Contract;
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Breakdown of Contract Price
   Appendix D: Form of Advance Payments Guarantee
   Appendix E: Model Code of Conduct

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

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

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

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

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

____

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

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

____

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

____
[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. General Provisions

1. Definitions

(a) Unless the context otherwise requires, the following terms **whenever** used in this Contract have the following meanings:

(b) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

(c) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(d) **"Borrower"** means the Government, Government agency or other entity that signs the financing agreement with the Bank.

(e) **"Client"** means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(f) **"Client's Personnel"** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant.

(g) **"Consultant"** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(h) **"Contract"** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(i) **"Day"** means a working day unless indicated otherwise.

(j) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(k) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(l) **"Foreign Currency"** means any currency other than the currency of the Client's country.

(m) **“GCC”** means these General Conditions of Contract.

(n) **“Government”** means the government of the Client’s country.

(o) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(p) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.

(q) **“Local Currency”** means the currency of the Client’s country.

(r) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(s) **“Party”** means the Client or the Consultant, as the case may be, and “Parties” means both of them.

(t) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(u) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(v) “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.

(w) “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.

(x) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(y) **"Third Party"** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

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

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC.**

10. Fraud and Corruption

10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.

a. Commissions and Fees

10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

18. Suspension

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

19. Termination

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

a. By the Client

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

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

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

b. By the Consultant

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

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

e. Payment upon Termination

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

(a) payment for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. General

a. Standard of Performance

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

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

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

20.4. The assignment involves direct engagement with adolescents (9–19), including out-of-school adolescents, parents, teachers, volunteers, and community stakeholders, particularly in consultations, pilots, surveys and other activities, the Consultant shall ensure full compliance with applicable Laws of India and the World Bank Group Environmental and Social Framework, including the Environmental and Social Management Framework (ESMF) for the project, the Environmental and Social Commitment Plan (ESCP), and the Stakeholder Engagement Plan (SEP).

b. Law Applicable to Services

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

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

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

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

(c) explicit requirement for compliance with the Sexual Harassment at Workplace (POSH) Act, 2013, as well as The Protection of Children from Sexual Offences (POCSO) Act, 2012, and adoption of behavioral standards prohibiting harassment/misconduct in the consulting firm's contract documents.

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

21. Conflict of Interest

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

b. Consultant and Affiliates Not to Engage in Certain Activities

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

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22. Confidentiality

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

22.2. 'Data protection & confidentiality' requirement for work with adolescents: mandatory written consent from beneficiaries and their parents (if minor) for photos/videos; anonymization of data, secure storage and sharing of sensitive data as per the Digital Data Protection Rules (2025).

23. Liability of the Consultant

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

24. Insurance to be taken out by the Consultant

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

25. Accounting, Inspection and Auditing

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

25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, 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 procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (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).

26. Reporting Obligations

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

26.2. **Incident reporting obligation:** notify client of significant incidents/accidents, including SEA/SH, within 48 hours of learning, followed by a detailed report within a timeframe acceptable to the Client.

27. Proprietary Rights of the Client in Reports and Records

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

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

28. Equipment, Vehicles and Materials

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

29. Code of Conduct

Not used

30. Forced Labor

30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. 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.

No persons shall be employed or engaged who have been subject to trafficking. 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.

31. Child Labor

31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, 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.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

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:

(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.

32. Non-Discrimination and Equal Opportunity

32.1. 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, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

33. Training of Experts

33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

34. Description of Key Experts

34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**

35. Replacement of Key Experts

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

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

36. Removal of Experts or Sub-consultants

36.1. If the Client finds that any of the Experts or Sub-consultant:

(a) persists in any misconduct or lack of care;

(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;

the Consultant shall, at the Client's written request, provide a replacement.

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

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

36.4. Subject to the requirements in Clause GCC 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.

36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. Obligations of the Client

37. Assistance and Exemptions

37.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(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.

(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

38. Access to Project Site

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

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

39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1.

40. Services, Facilities and Property of the Client

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

41. Counterpart Personnel

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

41.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

42. Payment Obligation

42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. Payments to the Consultant

43. Contract Price

43.1. The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**.

43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

44. Taxes and Duties

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

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

45. Currency of Payment

45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.

46. Mode of Billing and Payment

46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.

46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

46.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

46.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.3 *The Final Payment*. The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**

G. Fairness and Good Faith

48. Good Faith

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

H. Settlement of Disputes

49. Amicable Settlement

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

49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

50. Dispute Resolution

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

II. General Conditions
Attachment 1
Fraud and Corruption

(Text in this Attachment 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 nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	**The Contract shall be construed in accordance with the law of** India
4.1	**The language is:** English.
6.1 and 6.2	**The addresses are** *[fill in at negotiations with the selected firm]***:** Client : ____________________ ____________________ Attention : ____________________ Facsimile : ____________________ E-mail (where permitted):____________________ Consultant : ____________________ ____________________ Attention : ____________________ Facsimile : ____________________ E-mail (where permitted) :____________________
8.1	*"N/A"* *Joint Venture not allowed.*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*____________________ **For the Consultant:** *[name, title]*____________________
11.1	**The effectiveness conditions are the following**: Signing of Contract by both the parties, after due approvals. *[modify, if required e,g. to include effectiveness of the Bank [loan/credit/grant]; receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC 50.1(a)); etc.]*

12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be 30 days.** *[modify, if necessary]*.
13.1	**Commencement of Services:** **The number of days shall be 10 days.** *[modify, if necessary]* Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract:** **The time period shall be** ________________________ *[insert time period, e.g.: twelve months]*.
21 b.	**The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** Yes__✓__ No _____

23.1	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: **"Limitation of the Consultant's Liability towards the Client:** **(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:** **(i) for any indirect or consequential loss or damage; and** **(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;** **(b) This limitation of liability shall not** **(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 India".**
24.1	**The insurance coverage against the risks shall be as follows:** **(a) Professional liability insurance, with a minimum coverage of** the contract value.
27.1	*As per GCC*
27.2	**The Consultant shall not use these** *project related design,* ***data, documents and software*** **for purposes unrelated to this Contract without the prior written approval of the Client**.
37.1 **(a) through (f)**	*Deleted*
37.1(g)	*Deleted*
43.1	**The Contract price is:** Rs. ___________________ *[insert amount] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.**

<table>
<tr>
<td></td>
<td> Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant. The Client shall only reimburse Goods & Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India & shall provide the Registration Number to the Client.
The amount of such taxes is ____________________ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.] </td>
</tr>
<tr>
<td>44.1 and 44.2</td>
<td> The consultants, sub-consultants and the Personnel shall pay the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed.
The Client shall only reimburse the Goods and Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India, subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. </td>
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<tr>
<td>46.2</td>
<td> The payment schedule: All payments shall be made in Rs.
[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]
<table>
<tr><th>No.</th><th>Acceptable</th><th>Tentative Time Duration</th><th>Payment Schedule</th></tr>
<tr><td>1</td><td>Inception Report</td><td>T+1 month</td><td>5%</td></tr>
<tr><td>2</td><td>Community Needs Assessment, Baseline Assessment & Mapping Report (incl. teacher training needs & recommendations)</td><td>T+3 months</td><td>10%</td></tr>
</table></td>
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</table>

	3	Draft Conceptual Framework + Implementation Guidelines + Pilot Package (incl. pilot TLM version, training plan, monitoring tools)	T+6 months	15%
	4	Pilot Implementation & Evaluation Report (pilot rollout + training + effectiveness analysis + recommendations)	T+9 months	10%
	5	Stakeholder Consultation & Learning Report + Final Learning Mission Framework & TLM Package (revised, approved, scale-up ready; includes M&A tools/PMIS alignment as annexures)	T+10 to T+13 months	10%
	6	Continuous Professional Development (CPD) Plan (refresher training, mentoring, mechanisms)	T+14 months	5%
	7	Training Completion Report (Master Trainers + cascade training of teaching volunteers/youth facilitators/parents + pre-post assessment)	T+18 month	10%
	8	Quarterly Progress Reports (Year 2) (implementation, coverage, TLM distribution	Year 2 quarterly	2.5% (1.25%*2)
	9	Annual Assessment & Remedial Strengthening Report (Year 2)	End of Year 2	5%
	10	Quarterly Progress Report (Year 3)	Quarterly in Year 3	5% *(1.25% x 4)*
	11	Continuous Monitoring, Assessment & Reporting Support (data quality checks, PMIS integration, supervision notes, adaptive improvements)	Year 3	10%
	13	Final Completion Report (consolidated outcomes + sustainability and scale-up roadmap)	End of Contract	12.5%
46.2.1	Not Applicable			

46.2.4	**The account is:** *[insert account]*
47.1	**The interest rate is**: *[insert rate with reference to local inflation or State Bank of India prime lending rate whichever is less]*.
50.1	**Disputes shall be settled by arbitration in accordance with the following provisions:** 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate professional body, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)*]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate appointing authority, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/*

	The International Centre for Alternative Disputes Resolution (India)].* (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. Rules of Procedure. Arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration & Conciliation Act 1996, of India. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in the city where the contract is signed; (b) the English language shall be the official language for all purposes; (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. (d) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India)*.

	(e) The Arbitrator should give final award within……… days of starting of the proceedings *[indicate the days (Between 120-180) by which arbitrator should give award].* (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings. * Choose *one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of consultancies).* ***Alternatively*** *[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]* "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at__________, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 10 Million unless the parties have agreed otherwise for a sole arbitrator].*

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

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

……………………………………………………………………………………………

APPENDIX B - KEY EXPERTS

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

………………………………………………………………………………………………

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

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

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

> "The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract*."]*

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in Rs.)

Experts		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	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Work in the Client's Country									

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

Signature

Date

Name and Title: ____________________

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1 and SCC 46.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

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

Date: ____________*[insert date]*____

ADVANCE PAYMENT GUARANTEE No.: ___________*[insert number]*______

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

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

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

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

[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.

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."

APPENDIX E – MODEL CODE OF CONDUCT

Model Code of Conduct For Contractor's Personnel

We, [*enter name of Contractor*], hereafter 'the Contractor', have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of gender-based violence (GBV), sexual exploitation, sexual abuse and sexual harassment (SEA/SH).

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel**" and are subject to this Code of Conduct.

This Code of Conduct identifies the behaviour that we require from all Contractor's Personnel.

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

1. REQUIRED CONDUCT

Contractor's Personnel shall:

1. Carry out their 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 Contractor's Personnel and any other person;
3. Maintain a safe working environment by:
   a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
   b. wearing required personal protective equipment;
   c. using appropriate measures relating to chemical, physical and biological substances and agents; and
   d. following applicable emergency operating procedures.
4. Report work situations that they believe are not safe or healthy and remove themselves from a work situation which they reasonably believe presents an imminent and serious danger to their life or health;
5. Treat women, children (persons under the age of 18), and men with respect regardless of race; colour; language; religion; political or other opinion; national, ethnic or social origin; sexual orientation or gender identity; disability; birth or other status.
6. Not use language or behaviour towards anyone that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
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 Sexual Harassment, which is defined as any form of unwanted verbal, non- verbal, or physical conduct of a sexual nature with the purpose or effect of violating the dignity of a person, and may include unwelcome sexual advances, requests for sexual favours;
10. Not participate in sexual contact or activity with children under the age of 18. Mistaken belief regarding the age of a child is not a defence. Consent from the child is also not a defence or excuse.
11. Be conscious of and respect the privacy and dignity of each and every child and adolescent;
12. Be visible and not in a secluded place, while in contact with children and adolescents at the workplace;
13. Use language or expressions that are inappropriate for children and adolescents when in contact with them;
14. Act in a manner that puts children and adolescents at risk, including stigmatizing or humiliating them, or taking photos of them without their consent;
15. Complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, GBV and SEA/SH;
16. Report violations of this Code of Conduct; and
17. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

2. RAISING CONCERNS

If any person observes behaviour that they believe may represent a violation of this Code of Conduct, or that otherwise concerns them, they should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling gender- based violence, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor'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 behaviour prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

3. CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious

consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

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 Contractor's contact person with relevant experience*] requesting an explanation.
Name of Contractor's Personnel: [insert name]

Signature: ____

Date: (day month year): ___________________________________
Countersignature of authorized representative of the Contractor:

Signature: ____

Date: (day month year): ___________________________________

Code of Conduct for Company (Contractor)

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. *This company-level code of conduct should be* ***signed by the Project Manager****, and shared throughout the company.*

[Company] is committed to creating and maintaining an environment in which gender-based violence (GBV), including sexual exploitation and abuse and sexual harassment (SEA/SH), has no place, and in which it will not be tolerated by any employee, associate, or representative of the company. Therefore, in order to ensure that all employees, associates, and representatives of [Company] are aware of this commitment, and in order to prevent, identify, and respond to any allegations of GBV, the following core principles and minimum standards of behaviour will apply to all company employees, associates, and representatives without exception:

1. [Company] will 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 Personnel and any other person;
2. [Company] will not engage in child labour and/or forced labour;
3. [Company]—and therefore all employees, associates, and representatives—commit to treating women, children (persons under the age of 18), and men with respect, regardless of race; colour; language; religion; political or other opinion; national, ethnic or social origin; sexual orientation or gender identity; disability; birth or other status. GBV and SEA/SH are in violation of this commitment;
4. In the eyes of [Company], GBV and SEA/SH constitute acts of gross misconduct and are therefore grounds for sanction, which may include penalties and/or termination of employment. All forms of GBV and SEA/SH are unacceptable, regardless of whether they take place on the worksite, the worksite surroundings, at workers' camps, or off-site (i.e. involving individuals not employed by the company); In addition to the potential sanctions listed above, legal prosecution will be pursued, if appropriate, for any employees, associates, and representatives alleged to have committed GBV and/or SEA/SH.
5. Demeaning, threatening, harassing, abusive, or sexually provocative language and behaviour are prohibited among all company employees, associates, and representatives;
6. Sexual favours—for instance, making promises or favourable treatment dependent on sexual acts—are prohibited;
7. All employees, including volunteers and sub-contractors are expected to report suspected or actual GBV and SEA/SH by a fellow worker, whether in the same company or not. Reports must be made in accordance with GBV and SEA/SH allegation procedures;
8. All employees are required to be trained on joining work to ensure they are familiar with the GBV and SEA/SH Code of Conduct;
9. [Company] will ensure that a culture of openness exists and facilitates children and adolescents to interact and express their issues and concerns with staff;
10. [Company] will ensure that all violations of this code of conduct, including issues of child labour, forced labour, GBV, SEA/SH, will be communicated to [*enter name of entity that issues the contract*] promptly and in a manner that ensures the safety and privacy of the victims;
11. All employees will be required to sign a code of conduct for Contractor's Personnel confirming their agreement to comply to the same.

I do hereby acknowledge that I have read the foregoing Code of Conduct, and on behalf of the company agree to comply with the standards contained therein. I understand my role and responsibilities to prevent and respond to my employees'' grievances. I understand that any action inconsistent with this Code of Conduct or failure to take action mandated by this Code of Conduct may result in disciplinary action.

Signature: ________________________________

Name of Project Manager: ___________________

Company Name: ___________________________

Date: ____________________________________