

REQUEST FOR PROPOSAL

[CONSULTING SERVICES-INDIVIDUAL CONSULTANT(IC)]

Name of the Country : India

Name of Project : Uttarakhand Workforce Development Project (UKWDP)

Consulting Service : Hiring of Individual Consultant for multi-sector, Social-media mass-mobilization & IEC Campaign

Period of Consultancy : 45 days

Project No : P-

Expression of Interest:

- The Govt. of Uttarakhand, has received a loan from the International Bank for Reconstruction and Development (IBRD) towards the cost of the Uttarakhand Workforce Development Project (UKWDP), and intends to apply part of the loan proceeds for the Consulting Services.
- The UKWDP aims to develop individualized learning & development plans for GITI instructors thereby increasing the relevance and impact of on-going professional development trainings.
- The Project Director (UKWDP) invites Individual Consultants (ICs) to express their interest in the consulting services regarding preparing individualized learning & development (professional development plans) for all the GITI instructors.
- The IC shall commence the work immediately after signing of the contract agreement or on the date specified by Project Director in the agreement.
- The total duration of the consultancy assignment is 45 Days.
- The evaluation criteria for selecting the individual consultant are attached as Annexure-1
- The Terms of Reference (TOR) is attached as Annexure-2.
- The General Terms and conditions of the contract is attached as Annexure-5.
- The attention of interested consultants is drawn to paragraph 1.9 of the World Bank's Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers (January 2011, revised July 2014) ("Consultant Guidelines), setting forth the World Bank's policy on conflict of interest. In addition, please refer to the following specific information on conflict of interest related to this assignment: conflict between consulting activities and procurement of goods, works or non-consulting services; conflict among consulting assignments; and relationship with Borrower's staff.
- Consortium or Joint Venture or Sub-letting of work by the consultant is **"Not Allowed"**
- A Consultant will be selected in accordance with the method set-out in the Consultant Guidelines for Individual Consultants
- Further information can be obtained at the address below during office hours from 10:00 to 17:00 hours or by attending a pre-consultation meeting to be held on 30th January 2024 at 1100 Hrs. at SPIU Conference Hall, Govt. ITI(Women), 26 EC Road, Dehradun. The consultant may

participate in this meeting on their own expenses. Attending the pre-consultation meeting is not mandatory. The minutes of this meeting can be viewed by all on the website- www.uksdm.org

- Expressions of interest must be delivered in a written form and should include consultant's demonstrated capacity to provide the required expertise. Expressions of interest must be delivered to the address below through registered post / speed post / courier / by-hand by 2nd February 2024 till 1500 hrs.

**The Project Director,
Uttarakhand Workforce Development Project,
State Project Implementation Unit (Govt. Girls ITI Campus),
26 EC Road, Near Survey Chowk, Dehradun, 248001, Uttarakhand
e-mail: spiukwdp@gmail.com**

Evaluation Criteria for Selection of Individual Consultant

1. Evaluation Criteria: Expression of Interest

- The Individual consultants shall submit their expression of Interest in response to this request for proposal. The Consultant will be selected in accordance with the Selection of Individual Consultant (Section V) method set out in the Procurement Consultant Hiring Guidelines, World Bank.
- The Individual consultant shall quote an all-inclusive fee for this consultancy work. The term “all-inclusive” implies that all costs (professional fees, communications, logistics, consumables, insurances etc.) that could be incurred by the IC in completing the assignment. The breakup of the all-inclusive cost shall be submitted as mentioned in the financial proposal template.
- The contract will be negotiated with the Individual consultant who is best suitable for the consultancy assignment and obtains highest marks based on evaluation criteria (Table-A) mentioned below.

Table – A

S.No.	Requirement	Points Allocated	Documents to be submitted
Technical Qualification			
1	Degree in Business Administration, Mass Media Management or any other related field	Bachelor’s Degree – 15 points Masters or above – 5 points Total – 20 Points	Degree certificate
2	Total Years of relevant professional work experience to be min – 6 years undertaking Social Media Management, Mass media campaign or engagements in central / state Govt. agencies	Upto 6 yrs - 10 points Upto 8 yrs - 15 points, >= 8 yrs.- 20 points Max – 20 Points	CV and details of the assignments (self-attested)
3	Demonstrated experience of working in Uttarakhand and/or in other Himalayan states (for a min. of 2 years)	2 or above – 10 points else – 0 points	Details of assignments along with a self-declaration stating the correctness of the information mentioned
4	Experience of working on at-least 3 Social Media Assignments (in the last 5 years) that include Social Media Management, Mass media campaign the duration of the assignment submitted to be at-least 3 months. At-least 1 of the 3 assignments should be completed	3 or More assignments –20 points 2 assignments – 15 points 1 assignment – 10 points	Details of assignments along with a self-declaration stating the correctness of the information mentioned
5	Approach and Methodology of the IC for this assignment	(30 marks)	

S.No.	Requirement	Points Allocated	Documents to be submitted
	<ul style="list-style-type: none"> - Understanding of the scope of work (5 marks) - Detailed Approach and Methodology (20 marks) - Work plan and timelines (5 marks) 		Total number of pages shall not exceed 20
Total Marks		100 marks	

- A proposal shall be rejected if it fails to achieve the minimum technical score i.e. 70 marks as per the above evaluation criteria.
- The decision regarding eligibility / adequacy of work experience / capacity, qualification, etc. will solely be at the discretion of Project Director.
- The total budget assigned to this assignment is INR 8,50,000/-. Financial Proposals to be submitted by the consultant should be within the budget specified. The budget is exclusive of the taxes or levies payable in India. Proposals that exceed the indicated budget shall be rejected.

2. Documents to be enclosed in the expression of interest

The expression of Interest must include the following;

- a) A letter of interest (cover letter) indicating the consultant's ability and availability for the assignment
- b) An updated Curriculum Vitae (CV) indicating all the credentials and self-attested copy of all relevant Educational, Experience Certificates or any other document contributing to the capacity of the consultant
- c) Self-declaration for the assignments and experience being stated and submitted. The client may independently verify the same and any deviation may lead to rejection.
- d) The financial proposal or price proposal to undertake the tasks mentioned in the ToR should be submitted in a separate envelope. If any financial information is included in the technical proposal envelope, the application will be rejected
- e) The proposal should include all costs (professional fees, communications, logistics, consumables, etc.) that could be incurred by the consultant in executing the assignment
- f) The consultant should not have been involved in major litigation that may affect the services of the organization. The applicant shall have to submit an undertaking in this regard.

2. Terms of Reference (ToR)

Background

The objective of this assignment is to design and implement an Information, Education, and Communication (IEC) mass media campaign focused on promoting the relevance of skill development training through ITIs and thus increasing visibility and overall admissions in ITIs in Uttarakhand. The campaign aims to raise awareness, educate the public, and encourage behaviour change towards skill development and sustainable employment, keeping in mind the main target group namely 10th and 12th pass-out students.

The consultant shall manage and ensure all kinds of tools, technology and tools, develop planning and strategy, relevant logistics for smooth implementation of the mass mobilization campaign across the state of Uttarakhand keeping in mind the main target group namely 10th and 12th pass-out students.

The consultant will be required to complete the following activities:

UKWDP intend to lead digital advocacy using social media through one or more of the following modes:

- Design a communications strategy plan to reach out around 10,000 potential audience namely 10th and 12th pass-out students and their parents with special focus on female students across 13 districts of Uttarakhand for the enrolment in Government ITIs across 13 districts.
- Increase social sites presence and following on Facebook, Instagram, Twitter, LinkedIn, YouTube, dedicated website organically.
- Ensure responsiveness and active presence on social media platforms with regular real time follow-up
- Real time response management – the consultant would ensure that responses/queries and comments are attended to in real time and register all data/ response from the potential candidates.
- Content Management – post content in consultation with and prior approval from UKWDP - SPIU on a daily/ consecutive day and ensure viewer engagement on regular basis
- Handle and be responsible for all PR related activities for UKWDP on social media
- Conceptualize and develop media and promotional strategy and suggest tools to execute the same in consultation with UNDP and SIPU/UKWDP
- Manage media relations, networks and improving their interaction with the UNDP/SPIU and ensure robust output for enrolment in Government it is
- Show case and build-up improved systems, processes, infrastructural facilities, up-gradation of teaching-learning ambiance especially: major improvement of infrastructural facilities armed with Centre of Excellence, Faculty members/ Instructors attended improved and scientific pedagogy training to upgrade standardization of Government ITIs in the state, contributing to better learning of student community.
- Many GITIs now replaced old instruments /machines that facilitate easy access to new technology with high potential for large scale production. GITIs are now organizing Job Fairs, initiating closure interface between GITI and the Industry for better placements both within state, national levels and the creation of overseas employment opportunities for students and we need to showcase all such achievements to capture the attention of potential female students for enrolment in Government ITI.

- Maintenance of UKWDP social media Accounts/Handles/Channels on Twitter, Facebook, YouTube, Instagram and Google Plus etc. and at most 4 social media platforms which may emerge within the contract period.
- For promotion of strategic initiatives, the agency should provide a plan for promoting webinar events as well as offline events at different venues through social media
- Search Engine Optimization- Identify and plan Google SEO keywords to target for the easy search of enrolment of different courses of Government ITIs and implement SEO strategies accordingly for better performance of enrolling potential students with focus on female students in Government ITI in 13 districts.
- Moderation of all social media platforms with suitable frequency per day in order to deal with spam, unauthorized advertisements, inappropriate content etc. Round the clock running of entities on the agreed upon social media sites, updating, analyzing social media trends, moderation, and intervention as and when required.
- Track Media performance by using good industry standard monitoring tools for analysis.
- Shoot high quality photographs of mass media campaigns, create posts, and promote the same on social media
- Any additional activities related to social media publicity that are considered essential for the project

Expected Deliverables

The main expected deliverables are summarized as under:

- Submission of detailed campaign plan/visibility plan for UKWDP including weekly social media activities calendar for the duration of the assignment.
- Daily creation and posting of content – either posts or pictures or topics on UKWDP media handle to awareness about the facilities of Government, benefits of Training Course programmes; commencement, schedule and contact information of various training programmes; Increase following to 5000 followers each on social media handles such as Facebook, Instagram and LinkedIn.com;
- Creation of social media handles specifically on students’ enrolment with focus on female students- Create social media handles on Facebook, Instagram, LinkedIn, Twitter, etc.
- Identify, creates, promote, and publicize hashtags relevant to UKWDP
- Devise appropriate techniques and locate relevant IT enabled platforms to maximise the range and reach of mass mobilisation campaign that will produce expected results within tight timeline.
- Present high value actual results of the mass mobilisation campaign for the enrolment of potential students with special focus on female students.
- Outline of report with relevant recommendations

Timeline, estimated efforts and reporting arrangements

- The total duration of the consultancy assignment is **45 Days**
- The selected consultant will report to the Project Director, UKWDP

Methodology

- The consultant will strictly follow the work plan and the time schedule agreed with Project Director/SPIU in executing the consultancy assignment
- An appropriate methodology will be proposed by the consultant through the Inception Report, which will include the materials for data collection and interview. The proposed methodology needs to be agreed/approved by the Project Director
- The consultant will coordinate regularly with the SPIU team and should strictly adhere to the instructions provided by the Project Director
- The consultant will carry out collection of all the required data/information from various institution such as SPIU, Government ITI's, and other relevant sources
- The SPIU shall assist the consultant in collection of the data/information from Government organizations if required. The SPIU shall issue necessary letters for facilitation of the activity
- The consultant will undertake review, assessment and judgment of the data/information in consultation with the SPIU and as per the methodology approved by the Project Director
- The consultant is expected to work closely with the SPIU Project Team and share the progress of activities as per the Work Schedule/TOR
- The consultant is expected to attend regular meetings at SPIU or as directed by the Project Director
- The consultant shall make necessary site visits required in execution of the contract. The consultant should share the site visit plan to the SPIU in advance
- The consultant is expected to use own laptops and other equipment such as printers required for the assignment

Payment Method

The method of payment is **output-based lump-sum scheme**. The total amount quoted shall be **all-inclusive lump sum** and include all costs components required to perform the deliverables identified in the TOR, including professional fee, travel costs, living allowance (if any work is to be done outside the duty station) and any other applicable cost to be incurred by the Consultant in completing the assignment exclusive of GST. Payment is dependent upon receipt of valid invoice, and contingent upon successful completion of assignments, at the sole discretion of SPIU-UKWDP.

The payments shall be released upon submitting the required deliverables/outputs with satisfactory by the SPIU, as per agreement for each deliverable in accordance with a set time schedule to be agreed in the contract.

Payment Schedule

The payments shall be made as per below table with the satisfaction of the employer and pursuant to outputs/deliverables specified in the ToR.

Table-2

Deliverable	No of working days *	Percentage
Inception Report covering:	T+5 days	10%

Submission of details campaign plan/visibility plan including fortnightly social media activities calendar for the duration of the assignment.		
<p>Creation of social media handles - on Facebook, Instagram, LinkedIn, Twitter, etc.</p> <ul style="list-style-type: none"> ▪ Develop Social Media Banners – 25-30 ▪ Hashtags for UKWDP; hashtags each for 24 ITI <p>Daily Posting of:</p> <ul style="list-style-type: none"> ▪ Posts/Articles/Pictures ▪ Posts/Pictures ▪ Posts/Pictures/Collateral related to UKWDP Core activities, i.e., new initiatives, activities initiated/completed, collaborative Partnership with industries or other stakeholders etc. ▪ Increase in following to 2,500 on each social media handle of UKWDP <p>Submission of validation reports for benchmarking the minimum reach</p>	T+20 Days	30%
<p>Daily Posting of:</p> <ul style="list-style-type: none"> ▪ Posts/Articles/Pictures related to skill Competition ▪ Posts/Pictures related to Overseas Placement ▪ Posts/Pictures/Collateral related to Government ITI facilities ▪ Increase in following to a 5,000 on social media handle of UKWDP <p>Submission of validation reports for benchmarking the minimum reach of 5,000 followers on each social media</p>	T+40 Days	30%
Submission of the completion report or the assignment along with the outcome report on disseminative training on social media to the group of individuals selected by the department	T + 45 Days	30%

Note: Payments will be based on invoices on achievement of agreed milestones i.e., upon delivery of the services specified in the TOR and certification of acceptance by the UKWDP. The agency must factor in all possible costs “All Inclusive Lump Sum Fee” including deliverables cost, travel, honorarium, board and lodging, and any other foreseeable costs in this exercise. No costs other than what has been indicated in the quote will be paid

TECHNICAL PROPOSAL – COVER LETTER

To:

{Location, Date}
Project Director
State Project Implementation Unit
GITI (Women) Campus, 26 EC Road,
Survey Chowk, Dehradun – 248001

Dear Sir:

I, the undersigned, offer to provide the consulting services for [Insert the title of the assignment] in accordance with your expression of interest dated [Insert Date] to hire the services of an Independent Consultant. I am hereby submitting the proposal, which includes this technical proposal and a financial proposal sealed in a separate envelope.

I hereby declare that:

- a) All the information and statements made in this proposal are true and I accept that any misinterpretation contained in this proposal may lead to my disqualification by the client and/or may be sanctioned by the Bank.
- b) The proposal shall be valid and remain binding upon me for the entire period as specified in the EoI
- c) The information shared in the technical proposal is true and is subject to verification by the client. I understand that my proposal including post award of contract, can be rejected if any information provided by me is found to be incorrect.
- d) I shall be available in Dehradun for the execution of the project
- e) In competing for (and if the award is made to me, in executing) the contract, I undertake to observe the laws against fraud and corruption, including bribery , in force in the country of the client.
- f) The proposal is binding upon me and subject to any modifications resulting from the contract negotiations

I undertake, if the proposal is accepted and the contract is signed, to initiate the services related to the assignment no later than 15 days from the contract signing date.

I understand that the client is not bound to accept any proposal that the client receives.

Authorized Signatory [In full and initials] : _____

Name and Designation with Date and Seal: _____

Address: _____

Phone No. _____

Email ID _____

(Template-1)
(Consultant's Similar Work Experience)

Table-1 (List of Completed or on-going assignments)

S.No.	Period	Name of the Assignment with details thereof	Name of the client	Date of Award / commencement of the assignment	Date of completion of assignment	Remarks if any
A	B	C	D	E	F	G

I, hereby, declare that the information shared in the table above is correct and the client reserves the right to verify any of the information above. In case of any deviation, the consultant (I) shall be wholly responsible which may even amount to cancellation of the application.

Authorized Signatory [In full and initials] : _____

Name and Designation with Date and Seal: _____

Address: _____

Phone No. _____

Email ID _____

Note: Consultants are requested to furnish the list of the similar assignments undertaken/ completed as per the above prescribed format only. The client reserves the right to validate the information shared above.

FINANCIAL PROPOSAL

**Form FIN-1 (Template-2)
Financial Proposal Submission Form**

To:

{Location, Date}
Project Director
State Project Implementation Unit
GITI (Women) Campus, 26 EC Road,
Survey Chowk, Dehradun – 248001

Dear Sir:

I, the undersigned, offer to provide the consulting services for [Insert the title of the assignment] in accordance with your expression of interest dated [Insert Date] to hire the services of an Independent Consultant.

The attached financial proposal is for the amount of **[mention the numerical value in INR] / [mention the amount in words]** excluding of any applicable taxes. The estimated amount of taxes is **[mention the numerical value in INR] / [mention the amount in words]** which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

The financial proposal submitted shall be binding upon me subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.

I understand that you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signatory [In full and initials] : _____

Name and Designation with Date and Seal: _____

Form FIN-2 (Template-3)
BREAKDOWN OF COSTS SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL

Breakdown of Cost by Components (in INR):

Cost Component	Unit Cost	Quantity	Total Rate for the Contract Duration
I. Personnel Costs			
<i>Professional Fees</i>			
<i>Communications</i>			
<i>Land Transportation</i>			
<i>Content Development</i>			
<i>Others (Pls Specify)</i>			

** rate without taxes should be entered in the above table*

General Terms and Conditions of the Contract

Responsibility of the Consultant

The Consultant will be solely responsible for:

- a. the payment of all applicable taxes, and for filing the necessary tax returns with the relevant tax authorities;
- b. providing [his/her] own laptop and computer supplies; and
- c. [his/her] own insurance arrangements, including cover for any injury, illness, death or disability of the Consultant while performing the service

I. Modification and Variations

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.

II. Confidentiality

Except with the prior written consent of the Client, the Consultant 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 make public the recommendations formulated during, or as a result of, the Services. The documents produced during the period of this consultancy will be treated strictly confidential and the rights of distribution and/or publication solely reside with Project Director.

III. Penalties for Underperformance

Payment of fees to the individual consultant under this contract, including each instalment or periodic payment (if any), is subject to the individual consultant's full and complete performance of his or her obligations under this contract with regard to such payment to Project Director's satisfaction, and certification to that effect.

IV. Contract Management

The Consultant must:

- a) Keep full and accurate records of the services provided during the execution of contract;
- b) Report to the project director in accordance with tor;
- c) When reasonably required, provide any other written and verbal reports in a form required by the project director on any matter associated with the services; and
- d) Make available to the project director, or anyone appointed by him, any records or other information he may reasonably request in relation to the provision of the services or the consultant's performance under this contract.
- e) If the consultant fails, in UKWDP's reasonable opinion, to perform the contract obligations, UKWDP may:
 - i. Require the Consultant to remedy the deficiency or perform additional work, at [his/her] own expense and within a time specified by the Project Director;

- ii. Withhold payment of an invoice until the deficiency has been remedied or additional work has been performed;
 - iii. reduce the amount of a payment or require the Consultant to refund an amount already paid;
or
 - iv. Terminate this Contract under clause 10.
- f) The Employer must:
- i. Inform the Consultant promptly of any concern it has about the standard of the services or [his/her] performance;
 - ii. Give the Consultant written notice of any intended action under clause 5.2, and allow [him/her] at least 5 working days to respond to the notice; and
 - iii. Give the Consultant written reasons for any decision to withhold, reduce, or seek refund of any payment.

V. Obligations of the Employer

- a) UKWDP will give the Consultant sufficient information and support to enable [him/her] to provide the services, to the required standards.
- b) UKWDP will not be legally responsible for the Consultant's health and safety in relation to [his/her] working environment in [his/her] home office location.

VI. Fees, expenses and travel

Prior to any site visit, the consultant shall submit a detailed tour program with complete itinerary to the Project Director. No payments regarding travel, lodging and boarding will be made to the consultant without the approval of the Tour program by the Project Director. UKWDP will pay the fees, and any applicable expenses or per diem payments, as per the payment milestones, as follows:

- The Consultant will send an invoice along with the deliverable as per the payment milestone mentioned in this EoI
- The Consultant will provide information regarding direct deposits to [his/her] bank account.
- The Consultant will travel by the most direct and economical means available

VII. Unforeseen events

- Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Contract if the act, omission or failure arises from any cause reasonably beyond its control. The party concerned must immediately notify the other in writing of the nature and effect of the unforeseen event.
- The parties may, after considering any damage, loss or other effect of an unforeseen event, vary this Contract in accordance with variation clause.

VIII. Conflicts of Interest

- The Consultant warrants that [s/he] has no direct or indirect interest, whether financial or otherwise, that will affect [his/her] ability to perform the services impartially and in the interests of UKWDP.

- The Consultant must inform the Project Director immediately [s/he] becomes aware of any actual or potential conflict of interest which could affect [his/her] ongoing compliance with clause 8.1.
- On receipt of a notice under clause 8.2, UKWDP must assess the interest and decide if, in its sole opinion, the interest conflicts with the Consultant's obligation to perform the services impartially and in the interests of project.
- If UKWDP considers a conflict of interest is capable of being managed without needing to terminate this Contract under clause 10, the Consultant must co-operate fully in UKWDP's management of the conflict.

IX. Disputes

- 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 as under:
- 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:
 - i. 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 The Indian Council of Arbitration, New Delhi 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, The Indian Council of Arbitration, New Delhi shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
 - ii. 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 The Indian Council of Arbitration, New Delhi.
 - iii. 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 Indian Council of Arbitration, New Delhi 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.
- Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.
- 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.

- Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:
 - i. the country of incorporation of the Consultant [If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or
 - ii. the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
 - iii. the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or
 - iv. the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
- Miscellaneous. In any arbitration proceeding hereunder:
 - i. proceedings shall, unless otherwise agreed by the Parties, be held in India;
 - ii. the English language shall be the official language for all purposes; and
 - iii. 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.

X. Termination:

This contract may be terminated by either party as per provisions set up below:

By the client:

- a) 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 fifteen (15) calendar days' written notice of termination to the consultant in case of the events referred to in (i) through (v);
 - i. If the consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to as mentioned in the ToR ;
 - ii. 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
 - iii. If the consultant fails to comply with any final decision reached as a result of arbitration proceedings to clause 9;
 - iv. 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 twenty (20) calendar days;
 - v. If the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract;

- b) 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.

By the Consultant:

- c) 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 (i) through (iv) of this clause.
 - i. If the client fails to pay any money due to the Consultant pursuant to this contract within forty-five (45) calendar days after receiving written notice from the consultant that such payment is overdue.
 - ii. 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 twenty (20) calendar days.
 - iii. if the client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9.
 - iv. If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within twenty (20) days following the receipt by the Client of the Consultant's notice specifying such breach

Attachment-1 – Bank Policy – Corrupt and Fraudulent Practises

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

“Fraud and Corruption

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (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 obligation² ;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴
- (v) “obstructive practice” is

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

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;

¹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

(b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;

(d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures⁵, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁵ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁶ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.