

**REQUEST FOR EXPRESSION OF INTEREST**  
**(CONSULTING SERVICES-INDIVIDUAL CONSULTANT SELECTION)**

**Name of Country** : India  
**Loan No** : 8877-IN  
**Project No.** : P-154525  
**Name of Project** : Uttarakhand Workforce Development Project (**UKWDP**)  
**Assignment Title** : Hiring of Individual Consultant for Conducting Self-employment /Business Start-up Assessment Study  
**Period of Consultancy** : 90 days  
**Reference No** : **IN-SPIU-UKWFDP-105874-CS-INDV dated 08/11/2020**

**Expression of Interest:**

1. The Government of Uttarakhand, has received a loan from the International Bank for Reconstruction and Development (IBRD) toward the cost of the Uttarakhand Workforce Development Project (UKWDP), and intends to apply part of the loan proceeds for the Consulting Services.
2. The Uttarakhand Workforce Development Project (UKWDP) aims to improve the comprehensive quality and relevance of Govt. ITIs in 13 districts and industry cluster areas of the State; and to conduct professional development trainings for the staff in all functional govt. ITIs in the state. The duration of the project is approximately 5 years i.e. from Dec'2018 to June'2023.
3. The Project Director, UKWDP invites Individual Consultants (IC) to express their interest in the consulting services regarding Self-employment/ Business Start-up Assessment Study.
4. The Consultant shall commence the work immediately after signing of the contract agreement or on the date specified by Project Director in the agreement.
5. The total duration of consultancy assignment is **Ninety (90) days**.
6. The Evaluation Criteria for selecting the Consultant is attached as **Annexure-1**.
7. The Terms of Reference (**TOR**) is attached as **Annexure-2**.
8. The General Terms and conditions of the contract is attached as **Annexure- 7**.
9. 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.

10. Consortium or Joint venture or Subletting of work by the consultant is “**Not Allowed**”.
11. A Consultant will be selected in accordance with the method set out in the Consultant Guidelines for Individual consultants.
12. 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 which shall be held on **19<sup>th</sup> Nov 2020 at 11:00 AM at SPIU Conference Hall, Govt. ITI (Women), 26 EC Road, Dehradun**. The Consultants 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 on the website- [www.uksdm.org](http://www.uksdm.org).
13. Expressions of interest (EOI) must be delivered in hardcopy 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 **27<sup>th</sup> Nov 2020 till 1700 hrs**.

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

## (Annexure – 1)

### EVALUATION CRITERIA FOR SELECTION OF INDIVIDUAL CONSULTANT

1. The Individual consultants shall submit their expression of Interest in response to the REOI. 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.
2. The Individual consultant shall quote an all-inclusive fees for this consultancy work. The term “all-inclusive” implies that all costs (professional fees, communications, 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 **Annexure-6**. The travel, lodging and boarding entitlements (if any work is to be done outside the IC’s duty station) shall be paid by UKWDP as per the rules framed from time to time. 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.
3. 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.

S.No	Required Competency	Points Allocated	Documents to be Submitted
1	Advanced degree (PhD or Masters) in Business Administration, Sociology (gender specialization is a plus), Human Resource Development, Development Studies, Economics, or any other relevant field	20	PhD/Master’s Degree
2	Experience in skills development programmes/ self-employment initiatives/ informal or formal apprenticeship training. <i>(5 Marks for each year of relevant experience, Maximum up-to 40 Marks)</i>	40	CV and Work Completion certificates/Experience Certificate and Information as per Annexure-4.
3	Significant experience in studies and researches at state or national level related to skill development / self-employment/ evaluation of the Skill and Enterprise development programmes <i>(5 Marks for each study undertaken)</i>	20	Soft Copy of Reports and Information as per Annexure-5
4	Supporting Potential beneficiaries (Graduates from ITI to engage in Self Employment.	20	Proposed research methodology to craft and develop strategy to achieve the results.
<b>TOTAL</b>		<b>100</b>	

4. A Proposal shall be rejected if it fails to achieve the minimum technical score i.e. **70 marks** as per the above evaluation criteria.
5. The decision regarding eligibility/ adequacy of work experience/capacity, qualification etc. will solely be at the discretion of Project Director.

**Documents to be enclosed in EOI**

6. The Expression of Interest must include the following:-
  - a) A Letter of Interest (cover letter) indicating 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) The details as per Evaluation Criteria Sr.no 2 & Sr. no 3 should be attached as mentioned in **Annexure-4 & 5 respectively**.
  - d) The financial proposal or price proposal to undertake the tasks mentioned in the ToR should be submitted in a separate envelope with the EOI as per **Annexure-7**. If any financial information is included in the EOI, the EOI's will be rejected.
  - e) The proposal should include all costs (professional fees, communications, 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.

## **(Annexure – 2)**

### **Terms of Reference (ToR)**

#### **Hiring of Individual Consultant for Conducting Self-employment /Business Start-up Assessment Study Self-employment/ Business Start-up Assessment Study**

#### **I. Background**

India has made impressive progress in economic growth and poverty reduction over the past few decades. With the Gross National Income (GNI) per capita of US\$1,570 in 2014, India is a lower middle-income country. The country's 54 percent of the 1.295 billion people is below 25 years old, making it an opportune context for a rapid and higher GNI growth from an on-going demographic dividend. Yet, India faces dual challenge of paucity of highly trained workforce and non-employability of the large share of youth, who come out of education and training systems. To take on these challenges, India launched the National Policy for Skill Development and Entrepreneurship in 2015 and in the 12th Five Year Plan, the Government of India (GOI) has set a goal to train 400 million workers by 2022.

Within the framework of the national policy, the Government of Uttarakhand (GoUK) is implementing the Uttarakhand Workforce Development Project (UKWDP), with support from the World Bank, which aims to improve the quality and relevance of skills training and increase the number of skilled workers in Uttarakhand. It is likely that there are a sizable number of the trainees who find it difficult to be employed by firms and have no other alternative but being self-employed even after taking all kinds of employability-enhancing trainings in the Industrial Training Institute (ITI). With this plausible backdrop, a study of the self-employment and its ecosystem as situation analysis will be undertaken to determine how best to support the self-employment.

#### **II. Objectives**

The objectives of this consultancy are:

- (a) To conduct a situation analysis of self-employment and economic/policy/social circumstances associated with self-employment in Uttarakhand.
- (b) To propose plausible options for supporting potential beneficiaries (i.e. graduates of the ITI supported by UKWDP) to engage in self-employment as their possible career options in the districts of Uttarakhand specifically in the Hilly Districts of the State.

#### **III. Tasks**

The consultant is expected to conduct a situation analysis which will include: (a) the policy, government support and relevant activities on the ground; (b) voices from the beneficiaries and other involved populations; and (c) potential options and implementation plans for actions. It will be focused on qualitative information and would involve Focus Group Discussions (FGDs) and field visits to: (i) local markets and places where self-employed are selling their products/services in Uttarakhand in both urban and rural settings; and (ii) the ITIs.

Task should also include a secondary research section on best practices in self-employment support. So, the tasks would include:

- a) Analyzing the current situation (preferably with numbers),
- b) Reviewing the existing policies for supporting self-employment (including utilization and efficacy),
- c) Studying the policies in states with high self-employment,
- d) Stakeholder consultation – self-employed persons, current students, instructors at ITIs,
- e) Recommendations and implementation plan - should include recommendations on policy and institutional reforms

The study design will be finalized in consultation with GoUK and WB teams. The consultant will be expected to discuss the materials/questionnaires before starting actual field work.

The study will involve the following tasks:

#### **A. Literature review**

- Review the existing literature and available administrative data that focuses on self-employment and its ecosystem in Uttarakhand State.
- Review the existing schemes of other Himalayan States to support self-employment
- Collect relevant policy and strategy documents of Other Himalayan States - including self-employment registration, income tax payment for self-employed, permission for running business, financial institutions.
- Collect relevant training institutions' information - including NGOs, financial institutions – types of trainings, training fees/costs, how to recruit students, etc.
- Some of reference documents are listed in this TOR – the consultant is expected to expand it.

#### **B. Focus group discussion - Assessment of the current situation (Suggestive Format - Annexure 3)**

- Conduct Focus Group Discussions and surveys to assess the current self-employments and its ecosystem in Uttarakhand, and ITI training graduates those who are interested in Self-employment opportunities or who choose to be self-employed
- Collected data should be gender disaggregated.
- Expected Focus Groups (Within the age group of 18 to 40 Yrs.)
  - Self-employed in cities (2 Plain Districts and 2 Hilly Districts of the State)
    - Male
    - Female
  - Self-employed in rural areas (at least 5 locations with varying economic situations – such as hills, plains, close to industrial area, far from industrial areas in both Garhwal and Kumaon regions)
    - Male
    - Female
  - Graduates from the ITI training with different trades/technologies – particularly focusing on those keenly interested in self-employment opportunities
    - Male
    - Female

#### **C. Discussing options for increasing graduates' participation in economic activities**

Based on the analysis conducted,

- Describe skills that self-employed workers have and do not have (e.g. accounting, marketing, networking, inventory management, business manners, literacy and numeracy, etc.)
- Suggest possible options of additional training that can effectively support potential self-employment options to ITI graduates;
- Suggest different potential mechanisms including policy instruments that can be introduced to empower and incentivize self-employed to participate in skills training and/or for follow up support;
- Suggest an implementation plan for a pilot operation as discussed above.

#### **D. Writing report** Based on the activities A-C, produce a report

- The report includes:

- a. The policy, government support, relevant activities undertaken by others including NGOs and financial institutions, and situation on the ground;
  - b. Voices from the beneficiaries and other related populations; and
  - c. Potential options and implementation plans for actions.
- The report should be written in English.
  - The draft will be discussed with the GoUK/WB team and the final draft should be written by incorporating comments and feedback from GoUK/WB team.

#### E. Timeline and estimated efforts

- Estimated effort is **90 days**
- The selected consultant will report to the Project Director, UKWDP

Sr. No	Task & Deliverables	Description	Timeline (in days)
1.	<b>Review of Existing Literature</b>	<ul style="list-style-type: none"> <li>▪ Review the existing literature and available administrative data that focuses on self-employment and its ecosystem in Uttarakhand State.</li> <li>▪ Review the existing schemes of other Himalayan States to support self-employment.</li> <li>▪ Collect relevant policy and strategy documents of Other Himalayan States - including self-employment registration, income tax payment for self-employed, permission for running business, financial institutions.</li> <li>▪ Some of the documents are listed in this ToR.</li> </ul>	T + 15
2.	<b>Assessment of current situation</b>	<ul style="list-style-type: none"> <li>▪ Conduct Focus Group Discussions and surveys to assess the current self-employments and its ecosystem in Uttarakhand, and ITI training graduates those who are interested in Self-employment opportunities or who choose to be self-employed</li> </ul>	T + 50
3.	<b>Suggest option for increasing graduates' participation in economic activities</b>	<ul style="list-style-type: none"> <li>▪ Suggest possible options of additional training that can effectively support potential self-employment options to ITI graduates;</li> <li>▪ Suggest different potential mechanisms including policy instruments that can be introduced to empower and incentivize self-employed to participate in skills training and/or for follow up support;</li> <li>▪ Suggest an implementation plan for a pilot operation as discussed above.</li> </ul>	T + 65
4.	<b>Assessment Report</b>	<ul style="list-style-type: none"> <li>▪ Based on the activities A-C, a report is formulated in English. The draft will be discussed with the GoUK/WB team and the final draft is presented by incorporating comments and feedback from GoUK/WB team.</li> <li>▪ The report should broadly contain the following elements:               <ul style="list-style-type: none"> <li>a. The policy, government support, relevant activities undertaken by others including</li> </ul> </li> </ul>	T + 80

		NGOs and financial institutions, and situation on the ground; b. Voices from the beneficiaries and other related populations; and c. Potential options and implementation plans for actions.	
5.	<b>Any related task towards the objective of the assignment</b>	▪ As directed by the Project Director	As and when required

#### F. Reporting Requirements

Sr.No	Type of Report	Description	Days (After Commencement )
1.	<b>Inception Report</b>	The report should include reconfirmation of ToR, methodology, work plan, site visit plan, sampling framework, Key research questions and all information pursuant to tasks mentioned in Sr.No 1 of Table-1.	<b>15 Days</b>
2.	<b>Consultation Report</b>	The report should site visit report, Key research framework and all information pursuant to tasks mentioned in Sr.No 2 & 3 of the preceding table.	<b>50 Days</b>
3.	<b>Final Assessment Report Draft</b>	The detailed report should include all the information pursuant to tasks mentioned in Sr.No 4 of Table-1	<b>80 days</b>

#### G. 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-B**

Sr.No	Payment Condition (Submission of the reports)	Percentage Payable
1	Submission and Approval of the Inception Report.	<b>5 %</b>
2	Submission and Approval of the Consultation Report.	<b>20 %</b>
3	Submission and Approval of the Draft Assessment Report.	<b>60 %</b>
4	Submission of the Final Assessment Report	<b>15 %</b>

**Note:** - The part payments mentioned as per Table-B is calculated as a proportion of the Total Contract amount excluding taxes.



## H. References

- GEM: Global Entrepreneurship Monitor
- Common Norms for Skill Development Schemes, Ministry of Skill Development and Entrepreneurship, Government of India
- Skill Gap report of Uttarakhand conducted by the National Skill Development Corporation (NSDC)
- Gender Equality and Social Inclusion (GESI) guidelines, World Bank
- Social Assessment report of UKWDP
- Any tracer study reports that may be available

**(Annexure – 3)**  
**Survey and question examples for self-employments**

- Ages, civil status, educational background, number of children, number of people living together;
- Types of job/sector, products/services, price of product/service, places where they sell the products/services, working hours/day;
- Monthly income through your self-employed businesses, monthly expenditure in each household;
- Were you willing to be self-employed? Or, you did not have alternatives?
- Are you willing be employed by firms in the near future?
- How did you obtain the skill(s) for developing your products/services? – learned by yourself, learned from your family, attended external training (which courses?), any other ways?
- Have you ever had any supports as self-employed? (by which organization, what kind of support, etc.?)
- Are you aware of Government schemes and policies w.r.t self-employment / Business Start-ups?
- Do you know how to register a self-employed business to respective government authorities?
- Do you know how to pay taxes on your income?
- Do you know how to set the price of the product/service appropriately?
- Have you ever developed your own business plans? Do you know how to develop one?
- Have you ever met successful self-employed? Can be your role-model(s)?
- Do you identify yourself as “entrepreneurs”?
- Do you intend to grow your current business with hiring people? Or, just intend to sustain the current level (self-employment)?
- Do you want to scale-up business by borrowing money from banks?
- Your constraints and your expectations for your self-employed business and lives.
- Your expectation to the Uttarakhand government in terms of the ITI

(Annexure – 4)

(Consultant's Work Experience)

Table-1 (List of relevant Experience)

Sr. No	Period	Name of the Employer with Details thereof	Name of the Client/Beneficiary	Duration in Month	Date of Start	Date of Completion	Remarks if any
A	B	C	D	E	F	G	H
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

*Note: Consultants are requested to furnish the information related to relevant experience as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order/ Contract Document/ Completion Certificate/ Experience Certificate from the previous Clients/Employer need to be furnished along with the above information.*

(Annexure – 5)

(Studies Undertaken by the Consultant)

Table-2

Sr. No	Name of the Client	Name of the Study	Description	Role of the Consultant in the study Undertaken	Remarks if any
A	B	C	D	E	F
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Designation with Date and Seal: \_\_\_\_\_

*Note: Consultants are requested to furnish the information related to studies undertaken as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Soft Copies of the Report needs to be forwarded on the email , However the above format is to be submitted as a part of the EOI.*

(Annexure- 6)

**BREAKDOWN OF COSTS SUPPORTING THE ALL-INCLUSIVE FINANCIAL PROPOSAL**

**Breakdown of Cost by Components:**

<b>Cost Components</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Total Rate for the Contract Duration</b>
<b>I. Personnel Costs</b>			
Professional Fees			
Life Insurance			
Medical Insurance			
Communications			
Land Transportation			
Others (pls. specify)			

## (Annexure – 7)

### **General Terms and Conditions of the Contract**

#### **1. 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

#### **2. 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.

#### **3. 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 in the course of, 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.

#### **4. 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.

#### **5. Contract management**

The Consultant must:

- 5.1 keep full and accurate records of the services provided during the execution of contract;
- 5.2 report to the Project Director in accordance with TOR;
- 5.3 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
- 5.4 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.
- 5.5 If the Consultant fails, in UKWDP's reasonable opinion, to perform the contract obligations, UKWDP may:
- 5.6 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;
- 5.7 withhold payment of an invoice until the deficiency has been remedied or additional work has been performed;
- 5.8 reduce the amount of a payment or require the Consultant to refund an amount already paid; or
- 5.9 Terminate this Contract under clause 11.

The Employer must:

- 5.10 inform the Consultant promptly of any concern it has about the standard of the services or [his/her] performance;
- 5.11 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
- 5.12 Give the Consultant written reasons for any decision to withhold, reduce, or seek refund of any payment.

## **6. Obligations of the Employer**

- 6.1 UKWDP will give the Consultant sufficient information and support to enable [him/her] to provide the services, to the required standards.
- 6.2 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.

## **7. Fees, expenses and travel**

- 7.1 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, on a monthly basis, as follows:
  - 7.1.1 The Consultant will send a monthly invoice addressing to Project Director within 5 working days of the end of each month, in a format provided by and according to requirements established by UKWDP.
  - 7.1.2 The Consultant will provide information regarding direct deposits to [his/her] bank account.
  - 7.1.3 The Consultant will travel by the most direct and economical means available.

## **8 Unforeseen events**

- 8.1 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.
- 8.2 The parties may, after considering any damage, loss or other effect of an unforeseen event, vary this Contract in accordance with variation clause.

## **9 Conflicts of Interest**

- 9.1 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.
- 9.2 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 9.1.
- 9.3 On receipt of a notice under clause 9.2, 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.
- 9.4 If UKWDP considers a conflict of interest is capable of being managed without needing to terminate this Contract under clause 11, the Consultant must co-operate fully in UKWDP's management of the conflict.

## 10 Disputes

10.1 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 as under:

10.2 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 *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.
- (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 *The Indian Council of Arbitration, New Delhi*.
- (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 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.

10.3 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.



10.4 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.

10.5 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:

- (a) 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
- (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or
- (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or
- (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.

10.6 Miscellaneous. In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in *India*;
- (b) the *English* language shall be the official language for all purposes; and
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

**11 Termination:** This Contract may be terminated by either Party as per provisions set up below:

**By the Client: -**

**11.1** 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 fifteen (15) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (e);

- (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 as mentioned in ToR;
- (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 10;
- (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 twenty (20) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

**11.2** 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.

**By the Consultant**

**11.3** 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 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 twenty (20) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 10.
- (d) 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 Practices**

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

#### **“Fraud and Corruption**

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>;
- (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<sup>2</sup>;
- (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 party<sup>3</sup>;
- (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 party<sup>4</sup>;
- (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

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

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

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>5</sup>, 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 nominated<sup>6</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

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<sup>5</sup> 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.

<sup>6</sup> 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.