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NR Management Consultants India Pvt. Ltd.

Global Sanitation Fund in India

Request for Proposal

*Hiring of
Agencies/ Organizations*

For

Survey of GSF Programme Outcomes in India

NR Management Consultants India Pvt Ltd-Executing Agency to Global Sanitation Fund In India

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**NR MANAGEMENT CONSULTANTS (INDIA) PVT. LIMITED
EXECUTING AGENCY FOR GLOBAL SANITATION FUND, INDIA**

S-6, 2nd Floor,
Green Park Extn.
New Delhi-110016,
India

Tel:+ 91 11 41881234
Tel/Fax: + 91 11 41881235
email: gsf@nrmcindia.co.in
Web: www.nrmcindia.co.in

No. NRMCGSF/RA//2013

Date: 20/11/2013

SECTION 1:- LETTER OF INVITATION

Dear Chief Functionary,

1. The Global Sanitation Fund has appointed NR Management Consultants India Pvt Ltd as the Executing Agency (hereinafter called "EA") for Global Sanitation Fund in India. The EA will be the recipient and trustee of GSF funds in India. The EA intends to select the organizations for **Survey of GSF Programme Outcomes in India** .

2. The EA is seeking proposal to undertake **Survey of GSF Programme Outcomes in India**. Your organization is invited to submit your best technical and financial proposal for the requested services. Your proposal could form the basis for an agreement of cooperation between your organization and EA.

3. An Organization will be selected under Quality and Cost Based Selection Method (QCBS) and procedures described in this RFP.

4. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Shortlisted Organisations (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 – Scope of work
- Section 6 - Standard Forms of Contract
- Section 7- Country programme proposal (Including log frame and GSF result framework)

5. Please inform us in writing within seven days at the following address, upon receipt:

**S-6, 2nd Floor, Green Park Extension
New Delhi-16 India
Tel: +91 11 41881234
Tel/Fax: +91 11 41881235
Mail : gsf@nrmcindia.co.in**

- (a) that you have received the Letter of Invitation; and
- (b) Whether you will submit a proposal alone or in association.

Yours sincerely,

**Anand Shekhar
(Team Leader)**

Section 2. Instructions to Shortlisted Organisations

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Definitions

- (a) "EA" means Executing Agency-NR Management Consultants India Pvt Ltd, the agency which signs the Contract for the Services.
- (b) "Contract" means the Contract signed by the Parties and all the attached documents listed, which are the General Terms and Conditions, and the Appendices.
- (c) "Data Sheet" means such part of the Instructions to Organizations used to reflect specific country and assignment conditions.
- (d) "Day" means calendar day.
- (e) "Instructions to Organizations" (Section 2 of the RFP) means the document which provides shortlisted organizations with all information needed to prepare their Proposals.
- (f) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the EA to the shortlisted Organizations.
- (g) "Personnel" means professionals and support staff provided by the Organization assigned to perform the Services
- (h) "Proposal" means the Technical Proposal and the Financial Proposal.
- (i) "Services" means the work to be performed by the Organization pursuant to the Contract.
- (j) "Scope of Work" (SoW) means the document include In the RFP as section 5 which explain the objective, scope of work, respective responsibilities of the EA and the organization, and the expected result and deliverables of the assignment.

1. Introduction

- 1.1 The EA named in the Data Sheet(Paragraph Reference no 1.1) may select one or more than one organization from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet to undertake the activities set out in the specific Scope of Work.
- 1.2 The shortlisted organizations are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet(Paragraph Reference no 1.2), for support services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected organization.
- 1.3 Organizations shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. These costs will not be redeemable, even in the event of the proposal being successful. The EA 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 EA.
- 1.4 Proposal Validity: The Data Sheet (Paragraph reference no 1.6) indicates how long organizations Proposals must remain valid after the submission date. During this period, organization shall maintain the availability of Professional staff nominated in the Proposal. The EA will make its best effort to complete negotiations within this period. Should the need arise, however, the EA may request organizations to extend the validity period of their proposals. organizations who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, organizations could submit new staff in replacement, who would be considered in the final evaluation for contract award. Organizations who do not agree have the right to refuse to extend the validity of their Proposals.
- 1.5 No Commitment: The RFP contains no contractual offer of any kind. Any proposal submitted will be regarded as an offer by the proposer and not as an acceptance by the proposer of the offer made by NRMC. No contractual relationship will exist except pursuant to a written contract document signed by NRMC and by the selected proposer. The RFP does not commit the NRMC to consider any proposal, to award a contract or to pay any costs incurred in making necessary studies for the preparation thereof.

2. Clarification and Amendment of RFP Documents

- 2.1 Shortlisted organizations may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet (Paragraph Reference no 2.1) before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the EA's address indicated in the Data Sheet. The EA will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all organization. Should the EA deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure para 2.2.
- 2.2 At any time before the submission of Proposals, the EA may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all organizations and will be binding on them. Organizations shall acknowledge receipt of all amendments. To give organizations reasonable time in which to take an amendment into account in their Proposals the EA may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1 The Proposal (see para 1.2), as well as all related correspondence exchanged by the organizations and the EA, shall be written in the language specified in the Data Sheet(Paragraph Reference no 3.1).
- 3.2 In preparing their Proposal, organizations are expected to examine in detail the documents comprising the RFP and ToR of the assignment. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, organizations must give particular attention to the following:
 - 3.3.1 If a shortlisted Organizations considers that it may enhance its expertise for the assignment by associating with other organization in a joint venture, it may associate with either (a) non- shortlisted organization(s), or (b) shortlisted if so indicated in the Data Sheet(Paragraph Reference no 3.3.1). A shortlisted organization must first obtain the approval of the EA if it wishes to enter into a joint venture with non- shortlisted or shortlisted organization(s). In case of association with non-shortlisted Organization(s), the shortlisted organization shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - 3.3.2 The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet (Paragraph Reference no 3.3.2), but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the organizations.
 - 3.3.3 Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - 3.3.4 Documents to be issued by the Organizations as part of this assignment must be in the language specified in the Reference Paragraph (first para of preparation of proposal) of the Data Sheet. It is desirable that the Organizations Personnel have a working knowledge of the national and local language.

3.4 Technical Proposal Format and Content

The Data Sheet indicates (Paragraph Reference no 3.4) the format of the Technical Proposal to be submitted. Submission of a Technical Proposal which does not follow the prescribed standard forms or only complete the standard form partially will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (e) using the attached Standard Forms (Section 3). Recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal in the section 3. A page is considered to be one printed side of A4 or letter size paper.

- (a) A brief description of the organization and an outline of recent joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of professional staff who participated, duration of the assignment, contract amount, and organization involvement. Information should be provided only for those assignments for which the organization was legally contracted by the EA as a corporation or as one of the major firms/organization within a joint venture. Assignments completed by individual Professional staff working privately or through other organizations cannot be claimed as the experience of the organization, but can be claimed by the Professional staff themselves in their CVs. Organization should be prepared to substantiate the claimed experience if so requested by the EA. This information can be presented in a tabular format if deemed appropriate.
- (b) Comments and Suggestions on the Terms of Reference including workable suggestions that could improve the quality /effectiveness of assignment (Form TECH-3)
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed core staff team (as referred to in Terms of Reference) by area of expertise, the position that would be assigned to each staff team member, and their responsibilities and roles. (Form TECH-5 of Section 3)
- (e) CVs of the Core staff signed by the staff themselves or by the authorized representative of the Organization (Form TECH-6 of Section 3).
- (f) Estimates of the staff input(core team and support team) required to carry out the assignment along with the staffing should be presented in the prescribed format(Form TECH-7)

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

3.6 Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the organization office), and (b) reimbursable expenses indicated in the Data Sheet (Paragraph Reference no 3.6). If

appropriate, these costs should be broken down by activity and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the organization. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the organization shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been fully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5., and in the number of copies indicated in the Data Sheet (Paragraph Reference no 4.3). All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the project, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]". The EA shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet (Paragraph Reference no 4.5) and received by the EA no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the EA after the deadline for submission shall be returned unopened.
- 4.6 The EA shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

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

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

5.3 Evaluation of Financial Proposals

5.3.1 EA shall set up an Evaluation committee having requisite technical expertise The Evaluation Committee shall use the evaluation grid published in the RFP dossier. As part of the technical evaluation, the Evaluation Committee shall analyze the detailed proposal of the resource Organization to determine whether they satisfy the requirements set in the RFP. The results will be recorded in a grid for all elements specified in the RFP dossier. With the agreement of the other Evaluation Committee members, the Chairperson may communicate in writing with Organizations, whose submissions require clarification, offering them the possibility to respond within a reasonable time limit to be fixed by the Committee.

The primary criteria for evaluation of proposals will be:

- Relevance of the proposal submitted for the themes announced;
- Conceptual clarity of the proposed activities;
- Proven expertise and ability of interested organisations demonstrated by their engagement in similar activities
- Approach and Methodology for undertaking the assignment
- Proven expertise and ability of Core Team proposed

5.3.2 After the technical evaluation is completed, the EA shall inform the organizations who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those organizations whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and Scope of Work. The Financial Proposals for all the organizations who have not met the minimum qualifying marks may be returned unopened after completing the selection process.

5.3.3 EA shall simultaneously notify in writing organizations that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date would allow organizations sufficient time to make arrangements for attending the opening. Organizations attendance at the opening of Financial Proposals is optional.

5.3.4 Selection will be based on a ranking process according to the relevance and quality of outputs proposed, partnership quality, as well as value for money. EA would apply a **Quality and Cost Based Selection** procedure wherein 80% weightage will be

assigned to Technical Proposal and 20% weightage to the Financial Proposal. The weighting for each of the criteria and scoring method is set out below in the next section.

5.3.5 Under QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The organization achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations and Award of Contract

6.1 After obtaining the no-objection from PCM and before entering into negotiation and agreement with the selected organizations, EA would undertake capacity assessment with the following objectives:

- a. Ascertain that Organization have legally fulfilled all requirements and their institutional rules and policies are in place;
- b. That the organization have the capacity to receive funds, implement the proposed activities with innovative approaches and produce the projected outputs with adequate and competent human resource and its plan in place
- c. Sub-grantees have reliable systems to maintain records of financial transactions and report on them;

It is expected that the organizations shall extend full cooperation to EA or its auditors in terms of access to information (in the format to be prescribed by the EA before entering into negotiation with the invited organizations) for undertaking capacity assessment. The capacity assessment report prepared by EA or its auditors shall form the basis of the contract between EA and its sub grantees.

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

6.3 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the organization to improve the Terms of Reference. The EA and the organization will finalize the Terms of Reference, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the EA to ensure satisfactory implementation of the assignment. The EA shall prepare minutes of negotiations which will be signed by the EA and the organization.

6.4 Financial negotiations: The financial negotiations will include a clarification (if any) of the organizational tax liability in the country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Organization will provide the EA with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms

of this RFP.

6.5 Availability of Professional staff/experts: Having selected the organization on the basis of, among other things, an evaluation of proposed Professional staff, the EA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the EA will require assurances that the Professional staff will be actually available. The EA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the organization may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the organization within the period of time specified in the letter of invitation to negotiate.

6.6 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the EA and the organization will initial the agreed Contract. If negotiations fail, the EA will invite the organization whose proposal received the second highest score to negotiate a Contract.6.6 Award of Contract:

After completing negotiations the EA shall award the Contract to the selected organization, publish in Executing Agency NR Management Consultant (NRMC) website on line the award of the Contract, and promptly notify all organizations who have submitted proposals. After Contract signature, the EA shall return the unopened Financial Proposals to the unsuccessful organizations.

6.7 The updated Evaluation Report, including the outcome of the capacity assessment and final list of successful candidates will be shared with the PCM for their information and to GSF for obtaining their no objection to sign contracts.

6.8 The organization is expected to commence the assignment on the date and at the location specified in the Data Sheet.

7. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the organizations who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any organization of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the NRMC antifraud and corruption policy.

**Instructions to
Organizations/Sub-Grantees**

Data Sheet

Paragraph Reference	
1.1	Name of the EA/EA: <u>NR Management Consultants India Pvt Ltd. Executing Agency for Global Sanitation Fund in India</u> Method of selection: <u>Quality and Cost Based Selection Method</u>
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: Survey of GSF Programme Outcomes in India.
1.6	Proposals must remain valid 90days after the submission date, i.e. 2011.
2.1	Clarifications may be requested till 2 nd December 2013. The address for requesting clarifications is: NR Management Consultants India Pvt. Ltd. S-6, Second Floor, Green Park Extension, New Delhi 110016, Telephone: 011-41881234, Tele/Fax 44881235 E-mail: gsf@nrmcindia.co.in
3.1	Proposals shall be submitted in the following language: English
3.3.1	Shortlisted Organization may associate with other shortlisted Consultants: No
3.3.2	The estimated number of professional staff-months required for the assignment is: Months
3.4	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)
3.6	Reimbursement Expenses: (1) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route measured from headquarter of the project location ; (2) Cost of office accommodation, (3) cost of applicable National or local communications such as the use of telephone required for the purpose of the Services; (4) cost of printing of the reports to be produced for the Services;
4.3	Organizations must submit the electronic copies of the Technical Proposal, and Financial Proposal at gsf@nrmcindia.co.in

4.5	<p>The Proposal submission address is Programme Manager, EA to GSF project in India Address: NR Management Consultants India Pvt. Ltd. S-6, Second Floor, Green Park Extension, New Delhi 110016, Telephone: 011-41881234, Tele/Fax 44881235 E-mail: gsf@nrmcindia.co.in</p> <p>Proposals must be submitted no later than the following date and time: Date 06/12/2013 Time – 1730 IST</p>
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p>(i) Specific experience of consultants related to Assignment</p>

	Specific experience of the organization relevant to the assignment	Points
a	Experience in conducting similar studies in the region and language	5
	Experience in managing outcome surveys in WASH sector	10
	Total	15

(ii) Adequacy of the proposed methodology and work plan in responding to the TOR.

		Points
a)	Program approach and methodology	35
	1. Understanding on ToR	10
	2. Approach towards engaging with all relevant stakeholders	5
	3. Approach to suggested methodology and sample design	10
	4. Process of data analysis	5
b)	Work plan	10
	1. Appropriateness of Activity Schedule	5
	2. Appropriateness of staffing schedule	5
c)	Project Management	5
	Total	55

(iii) Core staff Qualification and competence for the Assignment

		Points
a)	Program Manager	10
b)	Field Coordinators	7
c)	Field Investigators	7
d)	Data analyst	6
	Total	30

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:

- | | |
|---|--------------------|
| 1) General qualifications | [25%] |
| 2) Adequacy for the assignment as seen in similar assignments | [60%] |
| 3) Experience in region and language | [15%] |
| | Total weight: 100% |
| | Total weight: 100% |

Grand Total = 100 Points

The minimum technical score St required to pass is: **75** Points

<p>5.3.4</p>	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: T = 0.80 P = 0.20</p>
<p>6.1</p>	<p>Expected date and address for contract negotiations: 16th to 20th December 2013 Address: NR Management Consultants, S-6, Second Floor, Green Park Extension, New Delhi 110016 India</p>
<p>6.7</p>	<p>Expected date for commencement of consulting services: 30th December 2013 at: New Delhi.</p>

Section 3. Technical Proposal - Standard Forms

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

Form TECH-1: Technical Proposal Submission Form	26
Form TECH-2: Consultant's Organization and Experience	27
A - Consultant's Organization	27
B - Consultant's Experience	28
Form TECH-3: Description of Approach, Methodology and Work Plan for Performing the Assignment	31
Form TECH-4: Team Composition and Task Assignments.....	32
Form TECH-5: Curriculum Vitae (CV) for Proposed Professional Staff	33
Form TECH-6 Work Schedule	36

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of EA]

Dear Sirs:

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

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 6.1 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Paragraph Reference 6.7 of the Data Sheet.

We understand you are not bound to accept any Proposal you

receive. We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [Delete in case no association is foreseen.]

Form TECH-2: Organization and Experience

A - Consultant's Organization

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

B – Organization Experience

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

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

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference

[Present and justify here any modifications or improvement on the Terms of Reference you are proposing to improve performance in carrying out the assignment. Such suggestions should be concise and to the point and incorporated in the proposal]

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (20 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical approach and methodology*
- b) Work plan, and*
- c) Organization and staffing*

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

b) Work Plan. *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the EA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-6.*

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

**Form TECH-5: Curriculum Vitae (CV) for Proposed
Professional Staff**

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

2. **Name of the Organization** [*Insert name of the organization proposing the staff*]: _____

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

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

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

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

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

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

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

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

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

Employer: _____

Positions held: _____

Form TECH-6: Team Composition and Task Assignments

Name of Staff	Area of Expertise	Position Assigned	Task Assigned

Form TECH-7 Staffing Schedule

No	Name of Staff	Staff Input Days												Total Staff Days Inputs
		1	2	3	4	5	6	7	8	9	10	11	12	
	Core Team													
1														
2														
3														
4														
5														
	Sub Total													
	Support Staff													
	Sub Total													
	Total													

1. For core staff inputs should be indicated individually, for support staff it should be included by category
2. Days are calculated from the start of assignment

Form TECH-8 Work Schedule

N°	Activity 1	Days/Week													
		1	2	3	4	5	6	7	8	9	1	11	12	n	
1															
2															
3															
4															
5															
n															

- 1 Indicate all main activities of the assignment, including Number of activities in the field, delivery of reports and other benchmarks such as EA approvals.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

- Form FIN-1: Financial Proposal Submission Form.....
- Form FIN-2: Summary of Costs
- Form FIN-3: Breakdown of Costs by Activity.....
- Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of EA]

Dear Sirs:

We, the undersigned, offer to provide the implementation support services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

Form FIN-2: Summary of Costs

Item		Cost <i>[Indicate local currency]</i>
Total Costs of Financial Proposal		
Local Taxes and Duties	Local Indirect Taxes and Duties	
TOTAL COSTS (Including Taxes and Duties)		

Form FIN-3: Breakdown of Costs by Activity¹

Group of Activities:¹		Description:²
_____		_____
_____		_____
Cost component		Cost
		<i>[Indicate Local Currency]</i>
Remuneration		
Reimbursable Expenses		
Subtotals		
Local Taxes and Duties	Local Indirect Taxes and Duties as defined in clause 1.8 of SCC [excluding service tax]	
	Service Tax payable in India as defined in Clause 1.8 of SCC	
TOTAL COSTS (Including Taxes and		

1 Names of activities should be the same as, or correspond to the ones indicated in the second column of Form TECH-6.

2 Short description of the activities whose cost breakdown is provided in this Form.

Form FIN-4: Breakdown of Reimbursable Expenses (Lump-Sum)

N°	Description ¹	Unit	Unit Cost ²
	Communication costs between [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Local transportation costs		
	Office rent, clerical assistance		

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost and currency.

Section 5.
Terms of Reference (ToR)
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Terms of Reference

Survey of GSF Programme Outcomes In India

1. Background:

Global Sanitation Fund (GSF) has selected India as part of the Country Programs portfolio to implement a 5 million USD fund aimed towards Promoting Sustainable Sanitation in Rural India with special focus in the States of Assam, Bihar and Jharkhand. The programme seeks to respond to fundamental challenges in the Indian rural sanitation sector, is consistent with the core principles espoused by the Government of India (GoI)'s Nirmal Bharat Abhiyaan (NBA) and the GSF, and the institutional and funding arrangements prevalent in the sector, and aims at influencing long-term, sustainable sanitation and hygiene change. NRMC India has been selected by GSF as the Executing Agency (EA) for India.

GSF in India supports community-level interventions aimed at enabling access to and effective use of improved sanitation facilities and hygiene promotion at scale in select locations in Assam, Bihar and Jharkhand. This is to be achieved through demand-driven approaches that emphasize high quality [planned, overseen and monitored by the EA under the guidance of the GSF Program Coordination Mechanism (PCM) and implemented by carefully identified NGO partners for awareness creation, demand generation and capacity building efforts and integrate elements of sanitation marketing and effective use of media.

The States chosen (Jharkhand, Bihar and Assam) lag significantly in Nirmal Bharat Abhiyaan performance in terms of achievement of individual household latrines (IHHL) coverage targets. Further, the States present significant technological challenges on account of large flood prone area and hill districts with unique socio-cultural and geophysical circumstances that are part of often neglected regions.

The programme work has started in State of Jharkhand in Four Districts and one Block of a district from February 2012 and more than 1600 villages have been triggered to act collectively on the issue of sanitation and hygiene. While many villages have seen an increase in coverage of sanitation and improved hygiene behaviours being practiced by people, more than 330 villages have become open defecation free. Training and capacity building inputs have been provided to local communities and local government viz. Village Water and Sanitation Committees and Gram Panchayats to own operate and manage their services. The programme so far has been implemented in select villages in Districts of Dhanbad, Deoghar, Dumka and Saraikela Kharsawan and Domchanch Block of Koderma District. The number of villages where work has been done as part of GSF programme in each district is placed as Annexure 1.

Executing Agency now wants to hire an external agency to undertake a survey of outputs and outcomes achieved as part of the GSF programme implementation in India, especially in the State of Jharkhand. The preferred agency will have varied experience and expertise in conducting output and outcome surveys related to sanitation and hygiene programmes.

2. Objectives of the assignment :

The Outcome Survey aims to track progress in the initial phase of the programme against the baseline situation at the time of the start of the programme. With the baseline as the primary reference point, the outcome survey aims to verify the results. This would help the India Country Program to ensure outcomes, primarily behaviour change, are being achieved, and will form the basis of course correction, if needed. The outcome survey will focus at three main areas and tasks:

1. The verification of outputs and outcomes reported
2. An assessment of behaviour change in relation to use of household latrines and, adoption of hand washing practices with soap at critical times.
3. An assessment of the sustainability of the outcomes achieved to date and analysis of potential for achieving wider programme results

While it is most likely that these three elements will, for practical reasons, be conducted simultaneously, and in the same locations, it is important to recognise that different skills and methodologies will need to be used to ensure all three elements are appropriately addressed.

3. Scope of Work

The scope of work for the outcome survey involves the following:

3.1 The verification of outputs and outcomes reported

The outcome survey would be based on a selection of core indicators to assess the progress of the programme towards its stated objectives. The outcome survey would focus on measuring the number of people who have gained access to basic and improved latrines and/or are now living in an open defecation environment as a result of programme interventions. The survey could also look at the number of people who have been targeted with hygiene messages and, those who practice hand washing at critical times. The number of people who have been provided training in different areas as a result of the programme would be something else that could be verified. Selections of indicative indicators are as below:

- Number of households in the project area changing from open- to fixed-place defecation
- % of 'disadvantaged' households and individuals changing from open- to fixed-place defecation
- Number of project communities achieving Open Defecation-Free status.
- Number of households adopting hand washing practices with soap and water
- Number of people and organisations in project areas trained and working in sanitation and hygiene.

It is envisaged that this element of the Outcome Survey will be primarily quantitative in nature, and use a statistically significant sample of GSF programme areas as its basis.

Each Sub Grantee has baseline data available with them. Data relevant to GSF programme, including on key programme and finance elements related to sanitation, also exists at the level of Sub Grantees. In addition to the baseline data, the EA will provide information related to Demand generated in Panchayats selected under GSF, Progress on IEC works undertaken, Training and Capacity Building Work undertaken for District and Panchayat Functionaries - Findings of Formative research to inform BCC and interventions

- NGPs attained under GSF Programme - Investments made in different GPs on software approaches etc. Apart the monitoring reports of sub-grantees, relevant data of local government agencies and, the reports/inputs from Executing Agency will also be key reference point to verify the outputs and outcome reported to GSF.

3.2 An assessment of behaviour change in relation to use of household latrines and adoption of hand washing practices with soap at critical times

The outcome survey will assess the level of adoption of key sanitation and hygiene practices by households/individuals in the targeted villages. Critical to this element of the Outcome Survey will be to understand whether a systematic change in behaviour has taken place and, what were the triggers that have caused this change. While assessment of knowledge and attitudes towards good sanitation and hygiene practices will be made, the most important dimension will be to understand the adoption of the expected practices. The formative research undertaken by EA at the start of the programme could be used for reference on the baseline situation with respect to prevalent practice and behaviour around sanitation and hygiene.

The Outcome Survey should be able to present insights disaggregated on the different caste and ethnic groups, sex, age, and other marginalized groups as appropriate. In addition, an understanding of impact of collective behaviour change dynamics at the household and community level on individual behaviour change would also be important to analyse.

3.3 An assessment of the sustainability of the outcomes achieved to date and analysis of potential for sustainability of the wider programme results

The GSF believe that there are four critical areas that need to be assessed when monitoring whether changes in sanitation and hygiene behaviour are evident. and more importantly will these changes be sustained. It is envisaged that while reviewing this element of the outcome survey, the emphasis will be on analysis of potential for sustainability than sustainability itself

1. Social

Social factors are at the heart of behaviour change, and this element will look at the social conditions, both at the household and community, that support and demonstrate collective behaviour change at scale.

2. Technological

The assessment of the accessibility of infrastructure, its use and whether it ensures the faecal-oral transmission chain is broken is critical in monitoring sustainable impact.

3. Institutional

The institutionalisation of capacity and systems to address sanitation and hygiene on a sustained basis is essential to ensure behaviour change practices continue to be reinforced and supported. It is essential that policy, planning and implementation frameworks reflect and promote approaches that maximise the likelihood of sustainability.

4. Financial

Financial investments made during programme implementation needs to be targeted at achieving outputs and outcomes that reinforce sustainability. However arguable more important is the availability of sufficient finance at the local government and

State levels over the longer term to ensure changes in sanitation and hygiene behaviours can be supported and sustained.

A multi criteria analysis of indicators should be used in the Outcome survey to identify the critical factors and enabling environment that contribute towards sustainable behaviour change in different contexts.

The sample size for this element of the survey is likely to be smaller than for the other elements. The agency is expected to suggest the sample and sampling design for the survey.

4. Timeframe and Estimated Schedule

The total contract is for a period of 12 weeks (3 months). The estimated schedule is given below:

Task	Estimated Schedule (weeks)
Orientation Meeting and Periodic Debriefings	1
Secondary Data Collection/Literature Review and Inception Report	2
Interaction with Key Stakeholders and Field Visits	4
Data Processing, Analysis and Report Writing	2
Final Report	2
Total	10

5. Support to be provided by the Executing Agency:

The Executing agency will provide the following support to the agency undertaking the outcome survey:

- Orientation on GSF programme components, principles and progress to date
- Facilitate interactions with State, District and Local Governments
- Facilitate meetings and interactions with Sub Grantees working on the GSF programme and field visits
- Access to baseline data, the monitoring reports of sub-grantees, and EA, and other documentation work done so far in the programme
- Timely feedback and support on issues or information brought to the notice of Executing Agency

6. Deliverables:

Following deliverables will be ensured by the agency undertaking the outcome survey:

Deliverable	Schedule	Comments/Notes
Inception Report	Within 10 days of the signing of the contract	Detailing the methodology and sample plan, finalized instruments and their translation, field/work plan, team training program for survey, quality check plan (during data collection and data entry), indicator matrix along with analysis and tabulation plan, and draft chapter plan.
Draft Outcome survey Report	Within 50 days of the signing of the contract	Should contain findings from the field work and analysis of information gathered including draft Issue Matrix
Final Outcome Survey Report	Within 75 days of the signing of the contract	Agency to submit the final report in 4 copies and a PowerPoint presentation on the findings of the outcome survey report. The final report should be presented in maximum 30 pages. There could be annexures and appendices beyond the stipulated 30 pages.
<u>All data collected should be presented in a clear and accessible manner for further analysis</u>		

7. Required Qualifications of the Consultant

Interested firms should provide information indicating that they have:

- Experience in conducting similar surveys and analysis in India with particular reference to sanitation and hygiene programmes, as well as gender issues. Familiarity in working in selected states is an advantage.
- Strong capacity and experience in organizing and planning survey logistics, data management and statistics.
- Availability of appropriate skills among staff (excellent network of experienced team leader, enumerators, supervisors and data entry operators)

- Demonstrated knowledge and projects in both quantitative and qualitative surveys and assessments especially using participatory techniques and tools.
- Sound organization capacity, systems, software and access to field/reach

8. Work Relationship:

The Consultant shall report to Anand Shekhar, Programme Manager, NRMCC-The Executing Agency for Global Sanitation Fund in India who is the overall Task Team Leader and will approve all the outputs and fees.

The agency shall also closely liaison with other key members of the GSF team, identified Sub Grantees and Programme Coordination Mechanism (PCM) team members for this assignment and seeks their inputs from time to time.

9. Review Committee:

The Executing agency team will put together a review team to review the outputs of the agency. The agency will have to take into account all the comments and suggestions provided by the review team while finalizing the report. The final output will be approved by EA.

10. Ownership of the outcome survey:

The outputs are a property of The Executing Agency and GSF. The Agency will have no right or claim to the study once completed. The agency shall not use or replicate the study without prior consent of the Executing Agency and GSF, unless otherwise the study is put up as a public document by GSF/EA.

11. Payment Terms

The assignment will be remunerated on a lump sum basis as per the norms and procedures of the GSF programme. The payment will be made on the basis of achievement of the following milestones:

Signing of the contract	10% of the contract value
Acceptance of the Inception report	10% of the contract value
Acceptance of Draft Outcome survey report and respective Issue Matrix	30% of the contract value
Acceptance of the final outcome survey report and PowerPoint presentation	50% of the contract value

Section 6: Standard form of Contract

THIS AGREEMENT is made and executed at New Delhi and will come into force on this the2013.

BETWEEN

M/S NR Management Consultants India Pvt. Ltd., a company incorporated under Indian Companies Act, having its Registered Office 202 LSC Mohan Place, LSC, Saraswati Vihar, New Delhi- 110034 (hereinafter referred to “**NRMC**” which expression shall unless repugnant to the context includes its successors, representatives, agents, attorneys and assigns etc.), as the **FIRST PARTY**

AND

M/S....., **Partner**, having its registered office at (hereinafter referred to as “**Sub Grantee**” which expression shall unless repugnant to the context include its successors, representatives, administrators and assigns etc.), as the **SECOND PARTY**.

Whereas

NRMC has been appointed as Executing Agency for Global Sanitation Fund for India to execute the project “Promoting Sustainable Sanitation in Rural India” wishes to benefit from the skill and abilities of the Sub-Grantee To assist the Project Promoting Sustainable Sanitation in Rural India”, in accordance with the attached Terms of Reference, it is hereby mutually agreed that,

1. PURPOSE

1.1 The purpose of this Agreement is to set out the terms and conditions upon which the Sub Grantee will provide the services as set out in the Terms of Reference attached as **Section-5 (Appendix-1)** to this Agreement.

2. PRIOR NEGOTIATIONS AND OTHER AGREEMENTS

2.1 This Agreement supersedes all prior representations or agreements whether oral or written between the parties relating to the subject matter hereof.

3. SERVICES PROVIDED BY THE SUB-GRANTEE

3.1 NRMC has offered and the Sub Grantee has accepted this engagement, on the terms set out in this Agreement, to assist in Promoting Sustainable Sanitation in the State....., as set out in the Terms of Reference attached as **Appendix 1** to this Agreement and in relation to such projects and management issues as shall, from time to time, be assigned to the Sub Grantee by Programme Manager-EA.

3.2 **Place:** The Services shall be provided at Sate Office in Assam/Jharkhand or at any other place specified by the Programme Manager.

3.3 **Period of Engagement:** The Sub-Grantee engagement will be for **Days** spread over the period from **to.....2014.**

The Sub-Grantee further agrees that the assigned work shall be completed within the period of performance of contract and no extension shall be granted without prior written approval of NRMC.

3.4 During the continuance of this agreement, the Sub- Grantee shall perform tasks as envisaged in the terms of reference.

3.5 The recipient shall, ensure cooperation with the EA and CPM which has been selected to carry out verification of the Grant Recipient progress towards the objective of GSF programme in India to this end. The recipient shall among other things ensure that Organizations will:

- i.) permit the EA and CPM to perform ad hoc site visit at times decided by the CPM;
- ii.) permit the EA and CPM to review all programmatic and financial books and records at times and places decided by EA and CPM;
- iii.) permit the EA and CPM to interview its personnel and personnel of Sub-Grantees/Sub-Recipient;
- iv.) co-operate with the EA and CPM in other ways that GSF may specify.

3.6 Throughout the term of this agreement, the Sub-Grantee shall, when required, give to Programme Manager-EA (or to such other person or persons as it may direct) such written or oral advice or information regarding any of the Services as it may reasonably require..

4 PAYMENT TO THE SUB-GRANTEE

4.1 For the services rendered to the project, NRMC will pay to the Sub-Grantee a compensation based on the milestone, details of which has been given in **Appendix 2**

4.2 The compensation payable are deemed to cover all costs of whatsoever nature that the organization may incur except those otherwise specifically provided for. The agreed compensation is inclusive of all sundry payments.

4.3 The payment of compensation is subject to complying with the requirements of terms of reference to the satisfaction of Project Manager EA-NRMC and preparation/submission of required documents to the satisfaction of Project Manager EA-NRMC.

4.4 All payments to the Sub-Grantee will be subject to receipt of funds from the EA of NRMC.

4.5 If the organization fails to comply with his obligations here under then NRMC shall be entitled to set-off payments due and owing to NRMC against such payments as due and owing to the Consultant under this Agreement

4.6 All invoices should be made out to NR Management Consultants India Pvt Ltd and should quote the Project Code and Contract Number as follows: **PROJECT CODE:** and **CONTRACT NUMBER:**

4.7 The financial limit of NRMC's liability under this Agreement is as set out in Appendix 2 and may not be exceeded without NRMC's prior written agreement. No duties shall be performed, which would result in the financial limit of this Agreement being exceeded without the prior written agreement of NRMC.

4.8 The Sub Grantee warrants and represents to NRMC that it is an independent organization and, as such, bears sole responsibility for payment of applicable taxes and compliance of laws. The Sub-Grantee further agrees to indemnify NRMC in respect of all and any tax, any other contributions or other local levies of any kind which may be found due from NRMC on any payments or arrangements made under this Agreement together with any interest, penalties or gross-up thereon.

5. PERMITS AND LICENCES

5.1 The Sub Grantee shall be solely responsible for obtaining any permit or license required for the performance of this Agreement under the laws and regulations in force at the place where the tasks assigned to the Sub Grantee are to be performed. NRMC may terminate the engagement without notice if the Sub Grantee fails, with or without their own fault, to obtain any permit or license required for the performance of this Agreement.

6. STATUS OF SUB-GRANTEE

- 6.1 Unless otherwise provided, the Sub Grantee shall not act on behalf of or commit NRMC with regard to third parties or hold itself out or permit itself to be held out as having any authority to do or say anything on behalf of or in the name of NRMC. The Sub Grantee shall abstain from any statement or behaviour, which might be misunderstood in this respect by any third party.
- 6.2 The Sub Grantee shall refrain from any relationship that would compromise the independence of the Sub Grantee. If the Sub Grantee fails to maintain such independence, NRMC may, without prejudice to compensation for any damage, which NRMC may have suffered on this account, terminate this Agreement forthwith.
- 6.3 The Sub Grantee shall obey and abide by all laws and regulations in force in the state or country in which this Agreement is to be performed. The Sub Grantee shall indemnify NRMC against any claims and proceedings arising from any infringement by the Sub Grantee of such laws and regulations.
- 6.4 The Sub Grantee shall respect the political, cultural and religious practices prevailing in the state or country in which this Agreement is to be performed.

7. DISCLOSURE OF INFORMATION

- 7.1 All EA Information used or held by the Sub Grantee during the period of the Agreement shall be and remain at all times property of NRMC. Upon the termination or expiration of the Agreement, the Sub Grantee shall promptly deliver to NRMC all such tangible items related to this agreement, which is in its possession or control of the Sub Grantee and which either belong to NRMC or contain information related to this agreement.
- 7.2 The Sub Grantee shall not disclose or use or cause to be disclosed or use, at any time during or subsequent to the Agreement, any secret or confidential information of NRMC, or any other information relating to the business, financial or other affairs of NRMC or any of their EAs except as required by NRMC in connection with the Sub Grantee performance of the Agreement or as required by law with intimation to NRMC.
- 7.3 The provisions of this clause shall survive termination/expiry of this Agreement at any time for any reason.

8. LANGUAGE

- 8.1 Except as may otherwise be agreed all reports or other written or printed material provided by the Sub Grantee and all communications and correspondence between the parties hereto related to this Agreement shall be in the English language.

9. AMENDMENTS

- 9.1 The provisions of this Agreement may be amended or supplemented only by means of a supplementary agreement signed by each of the parties or their duly authorized representatives.
- 9.2 This agreement is personal between NRMC and the Sub Grantee and neither may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.
- 9.3 The EA may modify the Grant to a Sub Grantee on following conditions
 - 9.3.1 If additional work needs to be carried out and this work is not covered in the original contract
 - 9.3.2 The original Scope of Work needs to be revised following implementation
 - 9.3.3 There has been unforeseen slippage and the contract needs to be extended

9.3.4 A combination of the above

10. DATE OF COMING INTO FORCE

10.1 This Agreement will come into force as of the date of its signature by both parties.

11. INTERPRETATION :

In this Agreement, unless otherwise specified or repugnant to the context:

1. 'Intellectual Property Rights' includes any and all patents, patent applications, know how, unregistered and registered trade marks, trade mark applications, trade names, registered designs, unregistered design rights, semiconductor topography rights, copyright, database rights or any other similar intellectual or commercial rights in India or anywhere in the world.
2. EA of NRMC means any third party who has appointed/employed/hired NRMC for any purpose.
3. Reference to a party is reference to a party of this agreement and this includes the party's permitted assignees and/or the respective successors in title to the whole undertaking;
4. Reference to a person includes any person, individual, COMPANY, firm, corporation, government, state or agency of a state, or any undertaking regardless of it having a legal representative or not and notwithstanding of the law under which it exists;
5. Reference to any statute or statutory instrument or any of its provisions shall be interpreted a statue or statutory instrument or provision that is re-enacted or amended from time to time;
6. All words/terms denoting the singular shall include the plural and vice versa;
7. All words/terms denoting any gender shall include all genders;
8. All appendices are integral part of this agreement. References to appendices shall be interpreted as references of this agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement and caused their seal/signatures to be hereunto affixed as of the day,

For and on behalf of the NRMC,
SIGNATURE
Name: Anand Shekhar
Position: Programme Manager
GSF Project
Date:2013

For and on behalf of the
Sub Grantee,
SIGNATURE
Name:
Position:
Date:2013

Conditions of Contract

Annex A

GENERAL TERMS AND CONDITIONS

1.0 LEGAL STATUS

The Organizations/Contractor shall be considered as having the legal status of an independent Sub Grantee/Contractor *vis-à-vis* the Executing Agency, NRMC. The Sub Grantee's/Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of NRMC.

2.0 SOURCE OF INSTRUCTIONS

The Sub Grantee/Contractor shall neither seek nor accept instructions from any authority external to NRMC in connection with the performance of its services under this Agreement/Contract. The Sub Grantee/Contractor shall refrain from any action that may adversely affect the United Nations or NRMC and shall fulfill its commitments with the fullest regard to the interests of the United Nations and NRMC.

3.0 SUB GRANTEE'S/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Sub Grantee/Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement/Contract, reliable individuals who will perform effectively in the implementation of this Agreement/Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT

The Sub Grantee/Contractor shall not assign, transfer, pledge or make other disposition of this Agreement/Contract or any part thereof, or any of The Sub Grantee's/Contractor's rights, claims or obligations under this Agreement/Contract except with the prior written consent of NRMC.

5.0 SUB-CONTRACTING

In the event the Sub Grantee/Contractor requires the services of sub-contractors, the Sub Grantee/Contractor shall obtain the prior written approval and clearance of NRMC for all sub-contractors. The approval of NRMC of a sub-contractor shall not relieve The Sub Grantee/Contractor of any of its obligations under this Agreement/Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Agreement/Contract.

6.0 OFFICIALS NOT TO BENEFIT

The Sub Grantee/Contractor warrants that no official of the United Nations and NRMC has received or will be offered by the Sub Grantee/Contractor any direct or indirect benefit arising from this Agreement/Contract or the award thereof. The Sub Grantee/Contractor agrees that breach of this provision is a breach of an essential term of this Agreement/Contract.

7.0 INDEMNIFICATION

The Sub Grantee/Contractor shall indemnify, hold and save harmless, and defend, at its own expense, NRMC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Sub Grantee/Contractor, or the Sub Grantee/Contractor's employees, officers, agents or sub-contractors, in the performance of this Agreement/Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Sub Grantee/Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement/Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES

8.1 The Sub Grantee/Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Agreement/Contract.

8.2 The Sub Grantee/Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Agreement/Contract.

8.3 The Sub Grantee/Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Agreement/Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Sub Grantee/Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Agreement/Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name NRMC as additional insured;

8.4.2 Include a waiver of subrogation of the Sub Grantee/Contractor's rights to the insurance carrier against NRMC; and

8.4.3 Provide that NRMC shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Sub Grantee/Contractor shall, upon request, provide NRMC with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS

The Sub Grantee/Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with NRMC against any monies due or to become due for any work done or materials furnished under this Agreement/Contract, or by reason of any other claim or demand against the Sub Grantee/Contractor.

10.0 TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by NRMC shall rest with NRMC and any such equipment shall be returned to NRMC at the conclusion of this Agreement/Contract or when no longer needed by the Sub Grantee/Contractor. Such equipment, when returned to NRMC, shall be in the same condition as when delivered to the Sub Grantee/Contractor, subject to normal wear and tear. The Sub Grantee/Contractor shall be liable to compensate NRMC for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

11.1 Except as is otherwise expressly provided in writing in the Agreement/Contract, NRMC shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Sub Grantee/Contractor has developed for NRMC under the Agreement/Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement/Contract, and the Sub Grantee/Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for NRMC.

11.2 At the request of NRMC, the Sub Grantee/Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to NRMC in compliance with the requirements of the applicable law.

11.3 At the request of NRMC, the Sub Grantee/Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to NRMC in compliance with the requirements of the applicable law and of this Agreement/Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Sub Grantee/Contractor under the Agreement/Contract shall be the property of NRMC, shall be made available for use or inspection by NRMC at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to NRMC authorized officials on completion of work under the Agreement/Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS AND NRMC

The Sub Grantee/Contractor shall not advertise or otherwise make public the fact that it is a Sub Grantee/Contractor of the United Nations or NRMC, nor shall the Sub Grantee/Contractor, in any manner whatsoever use the name, emblem or official seal of NRMC or the United Nations, in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Agreement/Contract, and that is designated as confidential ("Confidential Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such Confidential Information shall:

13.1.1 Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and

13.1.2 Use the Discloser's Confidential Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written Agreement/Contract with the following persons or entities requiring them to treat the Confidential Information as confidential in accordance with this Agreement/Contract and this Article 13, the Recipient may disclose the Confidential Information to:

13.2.1 Any other party with the Discloser's prior written consent; and

13.2.2 The Recipient's employees, officials, representatives and agents who have a need to know such Confidential Information for purposes of performing obligations under the Agreement/Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Confidential Information for purposes of performing obligations under this Agreement/Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 A corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or

13.2.2.2 Any entity over which the Party exercises effective managerial control.

13.3 The Sub Grantee/Contractor may disclose Confidential Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of NRMC, the Sub Grantee/Contractor will give NRMC sufficient prior notice of a request for the disclosure of Confidential Information in order to allow NRMC to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The Recipient shall not be precluded from disclosing Confidential Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.5 These obligations and restrictions of confidentiality shall be effective during the term of the Agreement/Contract, including any extension thereof, and, unless otherwise provided in the Agreement/Contract, shall remain effective following any termination of the Agreement/Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, The Sub Grantee/Contractor shall give notice and full particulars in writing to NRMC, of such occurrence or change if the Sub Grantee/Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement/Contract. The Sub Grantee/Contractor shall also notify NRMC of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Agreement/Contract. On receipt of the notice required under this Article, NRMC shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Sub Grantee/Contractor of a reasonable extension of time in which to perform its obligations under this Agreement/Contract.

14.2 If the Sub Grantee/Contractor is rendered permanently unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Agreement/Contract, NRMC shall have the right to suspend or terminate this Agreement/Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 *Force majeure* as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

15.0 TERMINATION

15.1 NRMC may terminate this Agreement/Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Agreement/Contract.

15.2 NRMC may terminate forthwith this Agreement/Contract at any time should the mandate or the funding of the Project be curtailed or terminated, in which case the Sub

Grantee/Contractor shall be reimbursed by NRMC for all reasonable costs incurred by the Sub Grantee/Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by NRMC under this Article, no payment shall be due from NRMC to the Sub Grantee/Contractor except for work and services satisfactorily performed in conformity with the express terms of this Agreement/Contract.

15.4 Should the Sub Grantee/Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Sub Grantee/Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Sub Grantee/Contractor, NRMC may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Agreement/Contract forthwith. The Sub Grantee/Contractor shall immediately inform NRMC of the occurrence of any of the above events.

14.5 NRMC may terminate this Agreement by written notice if in the opinion of NRMC it appears desirable; or by summary notice in the event of a:

15.5.1 Material breach by the Sub Grantee of its obligations under this Agreement or if NRMC's EAs so demands.

15.5.2 Failure to improve on the gaps identified during financial appraisal within the time limit

15.5.3 Financial mismanagement or embezzlement

15.5.4 Undertaking unethical action leading to reputational loss of GSF/EA

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement/Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Agreement/Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement/Contract, order the termination of the Agreement/Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement/Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Agreement/Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Agreement/Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including NRMC.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that United Nations, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Sub Grantee/Contractor shall immediately consult with NRMC to determine a mutually acceptable procedure.

19.0 OBSERVANCE OF THE LAW

The Sub Grantee/Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Agreement/Contract.

20.0 AUTHORITY TO MODIFY

No modification or change in this Agreement/Contract shall be valid and enforceable against NRMC unless provided by an amendment to this Agreement/Contract signed by the Sub Grantee/Contractor and a duly authorized official of NRMC.