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Purchased by : N R MANAGEMENT CONSULTANTS INDIA PVT LTD
Description of Document : Article 5 General Agreement
Property Description : NA
Consideration Price (Rs.) : 0 (Zero)

First Party : N R MANAGEMENT CONSULTANTS INDIA PVT LTD
Second Party : MINSTRY OF RUAL DEVELOPMENT
Stamp Duty Paid By : N R MANAGEMENT CONSULTANTS INDIA PVT LTD
Stamp Duty Amount(Rs.) : 100 (One Hundred only)

Project Name: National Rural Livelihoods Mission

Credit No. 4978-IN - Contract No. 11809/11/1/NRLM – dated 21st September, 2012
between

Ministry of Rural Development
6th Floor, Samrat Hotel, Chanakyapuri, New Delhi, India;
and
NR Management Consultants India Private Limited
S-6, Green Park Extension; New Delhi, India

Statutory Alert:
1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
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Contract for Consultant’s Services

Time-Based

Project Name: National Rural Livelihoods Mission

Credit No. 4978-IN

Contract No. 11809/11/1/NRLM

between

Ministry of Rural Development
6th Floor, Samrat Hotel
Chanakyapuri, New Delhi,
India

and

NR Management Consultants India Private Limited
S-6, Green Park Extension
New Delhi, India

Dated: 21st September, 2012
I. Form of Contract

TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the 21st day of the month of September, 2012, between, on the one hand, Ministry of Rural Development (hereinafter called the "Client") and, on the other hand, NR Management Consultants India Private Limited (hereinafter called the "Consultant").

WHEREAS

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

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

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

NOW, THEREFORE, the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract(including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices);
(b) The Special Conditions of Contract;
(c) Appendices:

Appendix A: Terms of Reference

[Signature]

[Stamp]
Appendix B: Key Experts  
Appendix C: Remuneration Cost Estimates  
Appendix D: Reimbursable Cost Estimates  
Appendix E: Form of Advance Payments Guarantee

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

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

(a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of Ministry of Rural Development

[Signature]

TVijay Kumar, Mission Director, NMMU, MoRD

For and on behalf of NR Management Consultants India Pvt Limited

[Signature]

Jayesh Bhatia, Director, NRMC India Pvt Ltd
II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Guidelines" means the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 ("Consultants’ Guidelines").

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

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

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

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

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

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

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

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

(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
(k) "Foreign Currency" means any currency other than the currency of the Client’s country.

(l) "GCC" means these General Conditions of Contract.

(m) "Government" means the government of the Client’s country.

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

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

(p) "Local Currency" means the currency of the Client’s country.

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

(r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

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

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

2. Relationship between the Parties

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

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

4. Language

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

5. Headings

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

6. Communications

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

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

7. Location

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

8. Authority of Member in Charge

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

9. Authorized Representatives

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

10. Corrupt and Fraudulent Practices

10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment I to the GCC.

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

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

13. Commencement of Services

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

14. Expiration of Contract

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

15. Entire Agreement

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

16. Modifications or Variations

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

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

17. Force Majeure

a. Definition

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

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

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

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

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

19. Termination

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

a. By the Client

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

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

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

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;

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

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

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

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, 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.

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

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

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

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

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant’s obligation to permit
d. Cessation of Services

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

e. Payment upon Termination

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

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;

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

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

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

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

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

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

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

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

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

21. Conflict of Interests

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank’s Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the
21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consultingservices resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

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

d. Strict Duty to Disclose Conflicting Activities

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

22. Confidentiality

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

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant’s liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

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

25. Accounting,

25.1 The Consultant shall keep, and shall make all reasonable
Inspection and Auditing

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

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant’s attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank’s prevailing sanctions procedures.)

26. Reporting Obligations

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

27. Proprietary Rights of the Client in Reports and Records

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

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

28. Equipment, Vehicles and Materials

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

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

### D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS

#### 29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant’s Key Experts are described in Appendix B.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

#### 30. Replacement of Key Experts

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

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

#### 31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae.
(CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement.

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

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


33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Client’s country, experts carrying out Services inside the Client’s country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client’s country as is specified in Appendix B.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant’s remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate
supervision of the Services.

**E. OBLIGATIONS OF THE CLIENT**

35. Assistance and Exemptions

35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

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

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

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

(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country.

(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

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

36. Access to Project Site

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

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

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1

38. Services, Facilities and Property of the Client

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

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

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

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

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

40. Payment Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42. Remuneration and Reimbursable Expenses

42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in Appendix C and Appendix D.

42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts’ list in Appendix B, (iii) the Consultant’s profit, and (iv) any other items as specified in the SCC.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances
43. Taxes and Duties

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

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

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

(a) **Advance payment.** Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) **The Itemized Invoices.** As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration reimbursable expenses separately.

(c) The Client shall pay the Consultant’s invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between
actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(d) **The Final Payment**. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

47.1 The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

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

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution

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

Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

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;

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

   (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

   (iv) “coercive 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;

---

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

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

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

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

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

(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, 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 sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

---

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

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

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

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1(b) and 3.1</td>
<td>The Contract shall be construed in accordance with the law of India.</td>
</tr>
<tr>
<td>4.1</td>
<td>The language is: English</td>
</tr>
<tr>
<td>6.1 and 6.2</td>
<td>The addresses are:</td>
</tr>
<tr>
<td></td>
<td>Client: Mr T. Vijay Kumar, Mission Director (NRLM)</td>
</tr>
<tr>
<td></td>
<td>Ministry of Rural Development,</td>
</tr>
<tr>
<td></td>
<td>6th Floor, Hotel Samrat,</td>
</tr>
<tr>
<td></td>
<td>ChanakyaPuri,</td>
</tr>
<tr>
<td></td>
<td>New Delhi,</td>
</tr>
<tr>
<td></td>
<td>PIN: 110021</td>
</tr>
<tr>
<td></td>
<td>Facsimile: 011-24104386</td>
</tr>
<tr>
<td></td>
<td>Consultant: Mr Jayesh Bhatia, Director, NRMC</td>
</tr>
<tr>
<td></td>
<td>NR Management Consultants India Private Limited (NRMC)</td>
</tr>
<tr>
<td></td>
<td>S-6 Green Park Extension</td>
</tr>
<tr>
<td></td>
<td>New Delhi 110016</td>
</tr>
<tr>
<td>8.1 (Associates)</td>
<td>NR Management Consultants India Pvt Limited (Lead); DD International; and Strategic Alliance Management Services Pvt Ltd.</td>
</tr>
<tr>
<td>9.1</td>
<td>The Authorized Representatives are:</td>
</tr>
<tr>
<td></td>
<td>For the Client: Mr T. Vijay Kumar, Mission Director</td>
</tr>
<tr>
<td></td>
<td>For the Consultant: Mr Jayesh Bhatia, Director, NRMC</td>
</tr>
<tr>
<td>11.1 (Effectiveness Conditions)</td>
<td>The Effective Date will be 1st October, 2012</td>
</tr>
<tr>
<td>12.1</td>
<td>Termination of Contract for Failure to Become Effective:</td>
</tr>
</tbody>
</table>

---

[Signature]

M S Dayal
Joint Secretary
Ministry of Rural Development
Government of India
New Delhi
<table>
<thead>
<tr>
<th>13.1</th>
<th>Commencement of Services:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The number of days shall be forty five.</td>
<td></td>
</tr>
</tbody>
</table>

Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.

The contract will initially include 35 Key Experts (32 based in Delhi) and respective costs (fee, reimbursable etc) as per MoRD assessment at the time of floating the RfP, however, MoRD will review the requirements and based on need, additional positions will be recruited by the Consultant in a phased manner.

The reimbursement of cost for the additional positions shall be restricted to the remuneration ceiling indicated in the quotation for each level subject to actuals.

The Contract will be amended to include the additional positions and related expenses as necessary (fee and reimbursable, etc) with mutual agreement of the Client and Consultant.

<table>
<thead>
<tr>
<th>14.1</th>
<th>Expiration of Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The time period shall be one year, though the total duration of the management support assignment will be for THREE years (1st October 2012 to 30th September, 2015). Depending on the annual performance review of the consultant and available budget, the contract will be extended further on a 12 monthly basis, up to a period of three years, with mutual agreement.</td>
<td></td>
</tr>
</tbody>
</table>

The annual review will be completed by the 10th month of the contract period so that a decision is in place by end of the year/contract end period.

<table>
<thead>
<tr>
<th>21 b.</th>
<th>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>
### 23.1

**“Limitation of the Consultant’s Liability towards the Client:**

(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds two time the total value of the Contract;

(b) This limitation of liability shall not

(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;

(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.

### 24.1

**(Prof Liability)**

N/A

### 27.1

*All Proprietary rights remain with the CLIENT.*

### 27.2

The Consultant shall not use project documentation, reports, publications etc. for purposes unrelated to this Contract without the prior written approval of the Client.

### 34

**(Working Hours, Overtime, Leave, etc)**

- **Hours of Work for Key Experts:** Consultants will follow NRLM working hours (Monday to Friday, 9:30 am to 6 pm).

- Consultants will be entitled to 30 days Leave (including 12 sick leaves) in addition to the National Holidays observed by NRLM.

- Annual Leave would be approved by Mission Director or the officer designated by him, for NMMU staff.

There would be no carryover of leave/s at the end of the contract period or payment in lieu of such un-availed leave/s.
41.2 The total value of the Contract is Rupees Thirteen Crore Thirty One lakh thirty six Thousand Eight Hundred and Two Only.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Remuneration</td>
<td>80,342,280</td>
</tr>
<tr>
<td>(2) Reimbursable</td>
<td>38,149,000</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td><strong>118,491,280</strong></td>
</tr>
</tbody>
</table>

**Indirect Local Tax Estimates**

| Service Tax at Prevailing Rate of 12.36% | 14,645,522 |
| **Total with Tax**                     | **133,136,802** |

Service Tax will be at applicable items and at prevailing rate the above total cost with tax is only indicative.

42.1 (Remuneration) The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent (including adjustment of leave/s as and when applicable) by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.3 Price adjustment of 5% will be applied after 12 months of the contract period.

43.1 and 43.2 The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:

(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;

(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the
II. General Conditions of Contract – Attachment 1

(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:

(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and

(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.

44.1 The currency of payment shall be the INR.

45.1(a) The following provisions shall apply to the advance payment and the advance bank payment guarantee:

(1) An advance payment of 10% shall be made within 15 days after signing of Contract. The advance payment will be set off by the Client in equal installments against the statements for the first 6 months of the Services until the advance payment has been fully set off.

(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment.

45.1(b) The Consultant shall submit fortnightly/monthly Invoices (Fee and Reimbursable) to the Client.

45.1(e) The account details are:

<table>
<thead>
<tr>
<th>Name</th>
<th>NR Management Consultants India Pvt. Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account No.</td>
<td>05032320002890</td>
</tr>
<tr>
<td>Name of Bank</td>
<td>HDFC Bank</td>
</tr>
<tr>
<td></td>
<td>B-6/3, Safdarjang Enclave, Opp Deer</td>
</tr>
<tr>
<td></td>
<td>Park New Delhi-110029</td>
</tr>
<tr>
<td>IFS Code</td>
<td>HDFC0000503</td>
</tr>
<tr>
<td>Service Tax Regn No</td>
<td>AABCN9211EST001</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------</td>
</tr>
</tbody>
</table>

46.1 **For Delay beyond 75 days from receipt of acceptable Invoice -The interest rate is:**

BPLR (State Bank Advance Rate) 14.75% p.a. w.e.f 13.08.2011. {source http://www.statebankofindia.com/user.htm}

49. **Disputes shall be settled by arbitration in accordance with the following provisions:**

1. **Selection of Arbitrators.** Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:

   (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to **Indian Council of Arbitration**, for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, 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, **Indian Council of Arbitration**, 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 **Indian Council of Arbitration**

   (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 appointed by **The Secretary, 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.

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

3. **Substitute Arbitrators.** If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.

4. **Nationality and Qualifications of Arbitrators.** The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be 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. For the purposes of this Clause, “home country” means any of:

   (a) the country of incorporation of the Consultant; 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.

5. **Miscellaneous.** In any arbitration proceeding hereunder:

   (a) proceedings shall, unless otherwise agreed by the Parties, be held in New Delhi, 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.
IV. Appendices

APPENDIX A – TERMS OF REFERENCE

Hiring an Agency for providing Management Support Services to National Rural Livelihoods Mission, Ministry of Rural Development, Government of India

Background:

The Government of India has launched the National Rural Livelihoods Mission (NRLM) under the Ministry of Rural Development (MoRD). The mission aims at creating efficient and effective institutional platforms of the rural poor enabling them to increase household income through sustainable livelihood enhancements and improved access to financial and selected public services. NRLM has set out with an agenda to reach out, and mobilize 7 crore BPL households, across 600 districts, 6000 blocks, 2.5 lakhs Gram Panchayats, 6 lakhs villages in the country, into self-managed SHGs and federal institutions and support them for livelihoods collectives. In addition, the poor would be facilitated to achieve increased access to their rights, entitlements and public services, diversified risk and better social indicators of empowerment. NRLM also aims at harnessing the innate capabilities of the poor and complements them with capacities (information, knowledge, skills, tools, finance and collectivization) to deal with the rapidly changing external world.

For the purpose, NRLM lays emphasis on promotion of ‘professionally competent and dedicated implementation structures’ at the state, district, and sub-district level for managing and supporting all Mission activities. At the national level NRLM is mandated to provide technical assistance for implementation and develop management systems for smooth implementation and monitoring of the program activities and key milestones of NRLM. For ensuring that technical assistance and required implementation support is available to States, the Government of India has availed a Credit from the World Bank for the National Rural Livelihoods Project (NRLP) which aims to support the National Rural Livelihoods Mission (NRLM). One of the key activities of this technical assistance fund is to hire a consultancy service, which will provide suitable manpower and efficient management support services to make the NRLM operational in the country.

For this NRLM will hire services of a Management Agency that will provide thematic support services for ideas incubation, policy framing and formulating implementation strategies for core programme implementation at both national and state level on key thematic areas such as social inclusion and community mobilization; institution building; financial inclusion; agriculture, livestock and non-farm livelihoods; jobs placement and market linked skill development; self-employment and micro-enterprise development; etc. through a National Mission Management Unit (NMMU). Description of services for supporting implementation of NRLM is given in Annexure-1.
Besides, the NRLM will develop national program management systems like social and environment management framework, financial management, procurement management, monitoring and evaluation, etc. For the purposes of technical assistance to that States for enhancing their program implementation capacity, it is envisaged that technical assistance (TA) services will be made available through the NMMU Resident Representatives and Spear Head teams. Additional details on NRLM are available on http://rural.nic.in

Further MoRD aims to promote convergence between NRLM and Mahatma Gandhi National Rural Employment Guarantee Scheme (MGNREGS)\(^7\). For this purpose the Management Agency will provide support services to extend need based technical assistance to states on a regular basis, to conduct field visits for monitoring of worksites and to lead required follow up with the State Governments, as needed, through a National Management Team (NMT).

**Objective of the Assignment**

To provide certain defined services to NRLM for carrying out program implementation and technical assistance for implementation of the NRLM in India.

**Scope of the assignment:**

1. The Management Agency will be responsible for providing certain services which would make NRLM functional in all aspects such that it can support various states across India in rolling out NRLM. For carrying out this, the management agency will be responsible for providing requisite services by deploying suitable qualified manpower.

2. The manpower deployed by the Management Agency will be dedicated full time for this service and shall be retained with that exclusive requirement. To ensure quality, the agency shall develop and follow an exclusive HR policy, describing standards and guidelines for managing the manpower deployed for the purpose, based on comparable similar structures established for delivering technical assistance projects of this nature in rural livelihoods sector. The selected agency will provide services through deployment of suitable manpower, having results orientation, potential to lead a thematic unit and ability to extend quality support to states. The manpower deployed should be in accordance with the service requirements of NRLM and to be assured of quality of service, the deployment of manpower would be with the concurrence of the Ministry of RD.

3. The composition of manpower to be deployed by the Management Agency will be based on the services assigned to them. The specific service requirement may be changed based

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\(^7\) Mahatma Gandhi National Rural Employment Act (MGNREGA) guarantees up to 100 days of wage employment a year to any adult in rural areas seeking it, at statutory minimum wage rate calibrated for agriculture labour. An important objective of the Act is to strengthen the livelihood resource base of the rural poor. Towards this, the Act promotes Category IV works including provisions of irrigation facilities, horticulture, plantation and land development on land owned by the poor and vulnerable sections such as Below Poverty Line (BPL) families, SCs, STs and Small & Marginal Farmers.
on the roll out of the programme in the states and based on periodic reviews of the programme. This should be matched by changes in the manpower deployed. Thus the personnel to be deployed will not be static. It will vary in response to the additional requirements of services.

4. The agency will ensure that while selection of manpower to be deployed it will maintain the highest degree of transparency. The agency will ensure selection of only those candidates who fulfill the eligibility criteria prescribed for the task to be performed. The search and selection process should continue till suitable manpower is found and recruited by them. Under no circumstance will the selection and recruitment requirements be diluted, since that will affect adversely the quality of the services to be rendered. All information related to recruitment of manpower will be provided to NRLM as and when required.

5. To ensure quality, the selected agency will put in place a full time high caliber team for management support in the areas of HR administration for manpower deployed by them, office management, logistics management, financial management and procurement management. The desired profile of team members for this purpose is at Annexure-2. The key members proposed for the assignment should be full time staff of the agency.

6. In addition to above, for delivering the services envisaged in the program, it is estimated that approximately 35 Experts/Consultants of varying levels of experience will be required for the initial period. The Agency will also provide about 10 support staff for NMMU. Periodic assessment of incremental requirements in services to be rendered will be communicated by the NRLM based on the emerging work program and the agency will deploy additional manpower to match additional service requirements.

7. The Agency will provide support services in implementation of procurement activities and provide back-office support on procurement related processing and transactions. This will include assistance in advertising the Expression of Interest (EoI) notices in newspapers and website for all procurement undertaken by the NMMU.

Also, for certain contracts the Agency will carry out the entire procurement process (advertising, issuing RFPs, etc – though evaluations and selection will be carried out by NMMU) as per NRLM procurement guidelines for direct engagement by NMMU. Some examples of such contracts will be the security firm contract and catering contract for the office premises, etc.

8. The Agency would provide back-end support to NRLM to maintain records of expenditures incurred for the services along with the supporting documents, track expenditures by activity heads, etc.

9. All governance, monitoring and reporting aspect of this assignment will be under the control and superintendence of the Mission Director – NRLM and Joint Secretary, MGNREGA. The management agency will need approval for its activity plan, including deployment of manpower from the Mission Director – NRLM (for services through
NMMU) and Joint Secretary, MGNREGA (for services through NMT), on a quarterly basis.

Key Tasks and Responsibilities:

1. **Providing quality services by deploying adequate and qualified manpower for NRLM and MGNREGS** - The MA will be responsible for providing high quality services to NRLM and MGNREGS by deploying qualified manpower. (Refer Annex I for description of services in the first year). The manpower will be deployed in a phased manner in response to changing service requirements. This dedicated manpower would be recruited from both the open market on contract basis or on loan from other organizations. The M.A will deploy the right kind and right number of manpower at all times.

   **Outputs:**

   (a) Inception report submitted with detailed work plan, approach to the assignment and proposed manpower deployment plan.

   (b) Deploying requisite manpower for the tasks entrusted and making necessary changes in deployment as per changes in the services requirements.

2. **Procurement support services**: For NRLM Procurement, MA will carry out procurement functions including release of advertisements, tender notices, managing expressions of interest (EoI) and Request for Proposal (RfPs) processes (Evaluations and selections will be carried out by NMMU). The Agency will also manage press releases and other print media, as required and approved by the Mission Director – NRLM, and provide administrative support as needed for organising pre-bid meetings, bid openings, etc. The Agency will provide administrative support in procurement related record maintenance as needed.

   **Outputs:**

   (a) Procurement related documentation like EoI, RFP, ToR, bidding documents etc, generated and provision of administrative and procurement support as stated above;

   (b) The Agency carries out procurement required by them following NRLM Procurement Manual

   (c) Back-office systems for management of procurement activities established; and

   (d) The Agency’s quarterly report clearly indicating above outputs related to procurement support services rendered

3. **Financial management support services**: The Agency will provide back-end support to NRLM to maintain records of expenditures incurred for the services along with the supporting documents, track expenditure by activity heads, etc. The MA will help in preparing statements of expenditures (SOE), compiling and preparing consolidated progress reports for the office related expenditure.
Outputs:

(a) Accounting system for tracking expenditure by activity heads; and
(b) Periodic progress and analytical reports for submission to NRLM;

4. Travel and logistics: As part of delivering the expected services, it is envisaged that manpower deployed will be undertaking considerable amount of official travel outside their base station (New Delhi or state headquarters, as the case may be). To provide services, the deployed manpower would be required to travel extensively.

The norms for reimbursement of the travel cost would be decided by NRLM based on the submission of norms by the Agency. The Agency will therefore have to propose suitable norms based on best practices available in the country/sector in similar large WB (or other donor) funded programmes.

The travel undertaken by the deployed manpower would be based on the requirements of the NRLM.

Output:

(a) Travel, Subsistence and Accommodation norms/guidelines: Attached at Appendix E.
(b) Travel services desk at office premises established and providing required travel and logistic services.

5. Annual Plan of Operation of MA and Fund Management:

The Agency will develop its annual operation plan and quarterly plans, with the budget, in accordance with the Annual Action Plan. Funds equivalent to one month's expenses of the Agency will be advanced as mobilisation fund, after approval of the Mission Director-NRLM. The Agency will follow all financial due diligence expected under NRLM implementation framework for incurring expenditure out of the advanced fund. This fund will be available to the Agency for all the expenditure incurred in accordance with the terms of the agreement and includes:

- The costs of manpower deployed for NRLM;
- Procurement of goods and service for office operations; equipment as necessary for the manpower deployed and office functions and other necessary items as per requirements;
- Communication including release of advertisement, press release etc.;
- IT maintenance services, including ensuring hardware, software and networking services etc;
- Various miscellaneous activities as may arise based on situation and demand.

Outputs:
(a) The Agency creates the support team for NRLM;
(b) The Agency’s annual operation plan with quarterly activity and cost estimates prepared jointly with NRLM and approved by Mission Director; and
(c) The Agency will prepare quarterly progress report of the expenditure along with cost estimates analysis (variance analysis, etc.)

Selection of Management agency and Contents of Proposal

The selection will follow Quality and Cost Based Selection (QCBS) as per NRLM Procurement Manual, which is according to World Bank Consultant Selection Guidelines, version January 2011. As part of the proposal Consultants will be required to submit Full Technical Proposals that meet the evaluation criteria to be detailed in the RFP and Price proposals for Consultant’s Core Team for providing the management services and priced offer for the initial services, which is estimated to require deployment of around 35 persons. Subsequent additions to the manpower deployed based on additional services, will be made at a rate determined on pro-rata basis. This covers all broad areas and levels of expertise required for N.R.L.M. The fee rates proposed in the offer, plus cost escalation @ 5% annually, will be used as the base rates for future additions to the manpower under similar categories and levels as per requirement for NRLM implementation. Overall costs which include the costs of the Consultant’s Core Team for providing the management services and the offered total fee for 12 months for the NRLM manpower will be considered for selection purposes.

Review and Monitoring of the Assignment

The performance of the agency will be judged on the basis of work done against the agreed work plan. The agency will prepare quarterly activity plans and share it with NRLM. A joint monthly review mechanism will be put in place and represented by core members of NRLM and the agency. The review of the progress and plan for future action will be decided therein. In case, NRLM has any objections related to assignment deliverables, it will inform the agency in writing. The agency will comply with the recommendation made by NRLM and accordingly complete the assignment at no additional cost.

Reporting

For all purposes the Management Agency will be reporting to the Mission Director – NRLM, MoRD, Government of India or his/her designee. It will generate Quarterly Progress Reports highlighting the accomplishment against the agreed operational plan.

Duration of the assignment:

This selection process will result in a contract for 12 months, though the total duration of the management support assignment is envisaged for THREE years. Depending on the annual performance review of the selected agency and available budget the contract can be extended further on a 12 monthly basis, with mutual agreement.

[Signature]
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Eligibility Criteria:

**Mandatory**

- The agency should have at-least eight years’ experience of providing similar services to large scale community based rural livelihoods programs.

- The agency should have at least 5 years’ experience in strategic recruitment of professionals at leadership and operational levels, both at the national and state level.

- The agency should have helped set up program management systems including fiduciary assurance mechanisms to at least 3 large scale projects in the past five years for National/ State level government projects, preferably supported by bilateral or multi-lateral agencies.

- Should have minimum annual turnover of Rs. 6 crore or more for last three years.

**Desirable**

A lead agency that could form a consortium of agencies to bring together diverse experiences in large scale program management, strategic recruitment and placement of development professionals and grassroots implementation of community development programs will be preferred.

**Support to be provided by the Project**

- Make available all program documents including program appraisal reports, program implementation plan, operations manual, support manual, etc.

- Constitute a Steering Committee who will monitor the project progress on a periodic basis.

- Facilitate the availability of key staff/project team for discussions whenever needed

*NMMU*

*MoRD*

*August 2012*
Annex 1:

Description of Services for Supporting Implementation of NRLM

The manpower to be provided by the Management Agency would be expected to provide the following services for supporting implementation of NRLM:

- Thematic Support;
- Technical Assistance;
- Program Management;
- Skill, Placement and Self Employment; and
- Convergence between NRLM and MGNREGA

The *Thematic support unit* would consist of national thematic specialists, national thematic managers, and program executives. This unit would largely be responsible for ideas incubation, policy framing and formulating implementation strategies for core programme implementation at both national and state level.

The *Technical Assistance* unit would have state level resident representatives and spearhead teams which would support states for program implementation at the ground level. This would reduce the risk of uneven implementation of the NRLP in weaker states. Resident Representative would be placed in each of the project supported states. RR would facilitate establishment of SRLM, identify technical assistance requirement at the State level and accordingly pool resources and support from MA, partner agencies and other stakeholders. Task and theme based teams called Spear Head Teams (SHTs) would be created to meet specific TA needs of the state. These would be mobile teams made available to a state or a group of states as per TA requirements. These arrangements would provide continuous and year-round support to the states in effective implementation of NRLM and related activities.

The *Program Management* unit would look after the operational dimensions of the NRLM such as fiduciary functions of finance and procurement, administration, state funding appraisal process, monitoring and evaluation and human resource development. There will be an exclusive Social Observatory team under project management division looking after Monitoring, Evaluation and Learning and MIS. Further, an exclusive IT team will be responsible for rolling out eNRLM activities.

The *Skill, Placement and Self Employment* Unit would be responsible for steering the special component of NRLM focused on vocational training of youth towards enabling access to suitable employment opportunities as well as establishment of self-employment ventures. This division would be headed by an exclusive Chief Operating Officer and supported by different thematic specialist, thematic managers and programme executives.

The *NRLM-MGNREGA Unit* - The NRLM-MGNREGA unit will promote convergence between NRLM and MGNREGA and will also extend need based technical assistance to states on a regular basis, to conduct field visits for monitoring of worksites and to lead required follow up with the State Government as needed.
More details regarding the services required can be referred to in the NRLM mission document available online at www.rural.nic.in

Table 1: Planned mix of Experts under NMMU (32 to be Delhi based)

<table>
<thead>
<tr>
<th>Levels</th>
<th>Total</th>
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<tbody>
<tr>
<td>L1</td>
<td>16</td>
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<tr>
<td>L2</td>
<td>11</td>
</tr>
<tr>
<td>L3</td>
<td>4</td>
</tr>
<tr>
<td>L4</td>
<td>4</td>
</tr>
<tr>
<td>Total</td>
<td>35</td>
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Annex – 2: Key Staff Profile of Management Agency for providing Management Support

Indicative team of key members required to deliver the management support objective:
A. Core Team

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Key Member</th>
<th>Desired Profile</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Task Manager (1)</td>
<td>Post graduate degree in HR, Finance, Business Administration or a related discipline with at-least 10 years experience in HR management, office administration, logistic management along with demonstrated experience in handling similar assignments in large scale projects (World Bank/ Donor funded – understanding of GFR, WB procurement processes is required).</td>
</tr>
<tr>
<td>2</td>
<td>Accounts Executive (1)</td>
<td>Recognized degree in accounting, finance or a related discipline. Minimum of 5 years of experience, ideally in a project related setting. Proven ability to prepare necessary financial reports including budget preparation, maintaining books of accounts, statement of expenditure etc., i.e. ability to establish recognized procedures to account for fund use.</td>
</tr>
<tr>
<td>3</td>
<td>HR Management Coordinators (2)</td>
<td>Post graduate degree in HR or a related discipline with at-least 7-8 years experience in HR selection, payrolls management, managing legal compliances related to HR administration, grievance redressal, office management and logistic coordination.</td>
</tr>
<tr>
<td>3</td>
<td>Management Executives (3)</td>
<td>Masters degree in Business Administration or related field with minimum of 5 years of experience in programme administration including HR administration, logistic support, and procurement management support.</td>
</tr>
<tr>
<td>4</td>
<td>Administrative Assistant (3)</td>
<td>Bachelor/ Masters degree in management, Information Technology or related field with minimum of 3 years of experience in front or back office, specifically in IT network administration &amp; troubleshooting, and in providing logistic support.</td>
</tr>
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</table>

B. Experts/ consultants and profiles of the 8 positions required at the time of Bidding.

<table>
<thead>
<tr>
<th>Position</th>
<th>Level</th>
<th>Key Qualification required</th>
<th>Required Experience</th>
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<tbody>
<tr>
<td>National Mission Manager (Specialist) - Livelihoods</td>
<td>Level – I</td>
<td>Post Graduate in any Discipline from reputed academic institution.</td>
<td>At least 15 years’ experience in livelihoods promotion for poor. Experience of working with state and national level large scale Poverty Reduction/Livelihoods programme will be given preference. The person should have acknowledged capabilities in implementing large scale livelihoods intervention for rural poor. S/he should have excellent knowledge and understanding about livelihoods opportunities for rural poor (in both farm and non-farm sector) and key strategies for promoting relevant interventions. S/he should have worked in</td>
</tr>
<tr>
<td>National Mission Manager (Specialist) – ICT/MIS</td>
<td>Level – 1</td>
<td>Post Graduate in any Discipline from reputed academic institution.</td>
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<tr>
<td><strong>At least 15 years’ experience in ICT/MIS work.</strong> Experience of working with state and national level large scale Poverty Reduction/Livelihoods programme will be given preference.</td>
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</tr>
<tr>
<td>The person should have acknowledged domain expertise in Results Management/M and E/MIS of large scale multi-sectoral development program. S/he should have understanding and capabilities in designing and implementing large scale multi-layered DSS operations with data packets originating from multiple locations (say typically NREGA, NRHM, RBI, etc, manage such systems, etc.). Core IT skills, programming, database management are a definite plus for the person. S/he should also have program management skills with experience counted in terms of vendor development and management, managing a dispersed team of 10-12 experienced professionals/experts, etc. The person should have proven track record of working with state/central government programmes of similar nature and size. Other desirable attributes which will be give weightage are:</td>
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<tr>
<td>• Working in livelihoods/poverty reduction programme at scale.</td>
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<tr>
<td>• Working with programme benefitting poor communities.</td>
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<tr>
<td>The training programmes específico course in related field will be given weightage.</td>
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<td></td>
</tr>
<tr>
<td>Position</td>
<td>Level</td>
<td>Key Qualification required</td>
<td>Required Experience</td>
</tr>
<tr>
<td>--------------------------------</td>
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<td>-------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>National Mission Manager (Specialist) – Financial Inclusion</td>
<td>Level – 1</td>
<td>Post Graduate in any Discipline from reputed academic institution.</td>
<td>At least 15 years' experience in Financial Inclusion work for rural poor. Experience of working with state and national level large scale Poverty Reduction/Livelihoods programme will be given preference. The person should have acknowledged capabilities in implementing large scale operations of SHG-Bank Linkage. S/he should have insight into strategic and policy issues (fully conversant with RBI, NABARD, Financial Sector policies in Rural Finance). The person should also be conversant with banking technologies (knowledge or experience about opportunities in branchless banking, UID, etc. Programme management skills would also be required with experience counted in terms of ability to navigate procurement of partners, managing partnership with them and leading a dispersed team of experience professionals/experts, etc.</td>
</tr>
<tr>
<td>National Mission Manager (Specialist) – Social Mobilisation</td>
<td>Level – 2</td>
<td>Post Graduate in any Discipline from reputed academic institution.</td>
<td>At least 10 years work experience in Social Mobilisation. Experience in managing/handling of state and national level large scale Poverty Reduction/Livelihoods programme will be given preference. The person should have acknowledged capabilities in implementing social mobilisation strategies for poor in large scale poverty reduction programme. S/he should have thoroughly worked with community institutions and their federation, developing Community Resource Person (CRP) strategy and led capacity building programmes. Programme management skills would also be required with experience counted in terms of ability to navigate procurement of partners, managing partnership with them and leading a dispersed team of experience professionals/experts, etc.</td>
</tr>
</tbody>
</table>

The relevant training programmes/specific course in Financial Inclusion will be given weightage.

The relevant training programmes/specific course in social
| Mission Manager (Specialist) – Skills and Placement | Level – 2 | Post Graduate in any Discipline from reputed academic institution. | At least 10 years work experience in “Skill Development and Placement” activities. Experience in managing/handling of state and national level large scale Poverty Reduction/Livelihoods programme will be given preference. The person should have acknowledged capabilities in partnering with reputed training and placement agencies, managing skill development programme for poor and looking after post training placement issues. S/he should have very good understanding of employment policies, public private partnership, market employment trends and better HR practices. The person should have thorough experience of handling MIS in skill development & placement programme. S/he should be able to work with various state governments and develop knowledge products, case studies, training modules etc. Programme management skills would also be required with experience counted in terms of ability to navigate procurement of partners, managing partnership with them and leading a dispersed team of experience professionals/experts, etc. The person should have proven track record of

- Working with state/central government programmes
- Implementing livelihoods/poverty reduction programme at scale
- Excellent exposure and experience of working for poor communities.

The training programmes/specific course in related field will be given weightage.

| Mission Manager (Specialist) – Knowledge Management | Level – 2 | Post Graduate in any Discipline from reputed academic institution. | At least 10 years work experience in Knowledge Management. Experience of working with Poverty Reduction/Large Scale Livelihoods programme will be given preference. The person should have acknowledged capabilities of developing livelihoods knowledge products, case studies, training modules, e-learning modules, audio-visual material and place all of them on user friendly web based platform. The person should have proven experience of dealing with various technical service provider agencies and managing partnership with them. S/he should have thorough understanding of developing systems and institutionalize regular practices for knowledge sharing and reviews in large scale livelihoods project. The experience of conceptualising theme and developing corporate films around livelihoods issues would be very much required. The person should have proven track record of

- Working with state/central government programmes of similar nature and size
- Implementing livelihoods/poverty reduction |
| Mission Executive - Social Development/Inclusion | Level – 3 | Post Graduate in any Discipline from reputed academic institution. | programme at scale
- Closely working with poor communities.
The relevant training programmes/specific course in strategic communication/media will be given weightage.

At least 5 years' experience of working on social development issues in large poverty reduction/livelihoods programme.
The person should have acknowledged capabilities of working with poor communities and their institutions with issues like social inclusion, food security, gender and equity. S/he should have experience and ability to assess poor's vulnerability, design appropriate strategies and led social development programmes at field level. The person should have fair understanding of policies related to tribal, socially backwards, women and other vulnerable societies.
The person should have proven track record of
- Working with state/central government programmes
- Excellent exposure and experience of working for rural poor communities.
The relevant training programmes/specific course in social development will be given weightage.

| Mission Executive - Livelihoods | Level – 4 | Post Graduate in any Discipline from reputed academic institution. | At least 3 years' experience of working on livelihoods Issues in large poverty reduction/livelihoods programme.
The person should have worked at field level and implemented livelihoods programme for poor. S/he should have fair understanding about poor's livelihoods opportunity and building strategies on it. Person should have proven track of
- Participating in field based studies
- Developing case studies and knowledge materials
- Data analysis and report preparation
The relevant training programmes/specific course in livelihoods will be given weightage.

Note: In addition to the above The Agency will also name a pool of around 10 staff for office support in the areas of IT, Secretarial services, Reception and messenger services, etc. in their bids.
D. Proposed Organogram

- Task Manager
  - Expert/Consultant Pool (35) [10 to be named in Bid]
    - HR Co-ordinators (2)
    - Office Management Management Executives (3)
      - Finance Accounts Executive (1)
    - Admin Assistants (3)
  - Support Staff (10)
    - Secretary (2), IT Engineer (1), Receptionist (1), Off. Support (2), Messengers (1), Housekeeping (3)

[Signature and stamps]
## APPENDIX B - KEY EXPERTS

### A. Core Team

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Position</th>
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<tbody>
<tr>
<td>1</td>
<td>Krishna Mohan Sinha</td>
<td>Task Manager</td>
</tr>
<tr>
<td>2</td>
<td>Preeti Vijay Laxmi</td>
<td>HR Mgmt Coordinator 1</td>
</tr>
<tr>
<td>3</td>
<td>Satheesh Kumar</td>
<td>HR Mgmt Coordinator 2</td>
</tr>
<tr>
<td>4</td>
<td>TBN</td>
<td>Accounts Executive</td>
</tr>
<tr>
<td>5</td>
<td>TBN</td>
<td>Mgmt Executive 1</td>
</tr>
<tr>
<td>6</td>
<td>TBN</td>
<td>Mgmt Executive 2</td>
</tr>
<tr>
<td>7</td>
<td>TBN</td>
<td>Mgmt Executive 3</td>
</tr>
<tr>
<td>8</td>
<td>TBN</td>
<td>Admin Executive 1</td>
</tr>
<tr>
<td>9</td>
<td>TBN</td>
<td>Admin Executive 2</td>
</tr>
<tr>
<td>10</td>
<td>TBN</td>
<td>Admin Executive 3</td>
</tr>
</tbody>
</table>

### B. NMMU Experts

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Alok De</td>
<td>L1- National Mission Manager- Livelihoods</td>
</tr>
<tr>
<td>2</td>
<td>TBN (Replacement)</td>
<td>L1- National Mission Manager- ICT/MIS</td>
</tr>
<tr>
<td>3</td>
<td>Rajan Babu</td>
<td>L1- National Mission Manager Financial Inclusion</td>
</tr>
<tr>
<td>4</td>
<td>Dr Aparajita Suman</td>
<td>L2- Mission Manager- Knowledge Management</td>
</tr>
<tr>
<td>5</td>
<td>Chandraskehar Chakrala</td>
<td>L2- National Mission Manager- Social Mobilisation</td>
</tr>
<tr>
<td>6</td>
<td>John K Devasthanam</td>
<td>L2- Mission Manager- Skills and Placement</td>
</tr>
<tr>
<td>7</td>
<td>Pouliami Bhattacharya</td>
<td>L3- Senior Mission Executive- Social Development/Inclusion</td>
</tr>
<tr>
<td>8</td>
<td>TBN (Replacement)</td>
<td>L4- Mission Executive Livelihoods</td>
</tr>
</tbody>
</table>

*The above are as per resources named in the Proposal (update based on discussions during Negotiations – Balance positions and replacements to be placed in a phased manner)*

### Hours of Work for Key Experts:

Consultants will follow NRLM working hours (Monday to Friday, 9:30 am to 6 pm).

Consultants will be entitled to 30 days Leave (including 12 sick leaves) in addition to the National Holidays observed by NRLM.

Annual Leave would be approved by COO/Mission Director for NMMU staff.

There would be no carryover of leave/s at the end of the contract period or payment in lieu of such un-availed leave/s.
## APPENDIX C – MONTHLY RATES FOR THE EXPERTS:

<table>
<thead>
<tr>
<th>Sl</th>
<th>Name</th>
<th>Position</th>
<th>2012 Rate</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Core Team</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Krishna Mohan Sinha</td>
<td>Task Manager</td>
<td>120,000</td>
<td>12</td>
<td>1,440,000</td>
</tr>
<tr>
<td>2</td>
<td>Preeti Vijay Laxmi</td>
<td>HR Mgmt Coordinator 1</td>
<td>110,000</td>
<td>12</td>
<td>1,320,000</td>
</tr>
<tr>
<td></td>
<td>Satheesh Kumar</td>
<td>HR Mgmt Coordinator 2</td>
<td>110,000</td>
<td>12</td>
<td>1,320,000</td>
</tr>
<tr>
<td></td>
<td>TBN</td>
<td>Accounts Executive</td>
<td>50,000</td>
<td>12</td>
<td>600,000</td>
</tr>
<tr>
<td>5</td>
<td>TBN</td>
<td>Mgmt Executive 1</td>
<td>40,000</td>
<td>12</td>
<td>480,000</td>
</tr>
<tr>
<td>6</td>
<td>TBN</td>
<td>Mgmt Executive 2</td>
<td>40,000</td>
<td>12</td>
<td>480,000</td>
</tr>
<tr>
<td>7</td>
<td>TBN</td>
<td>Mgmt Executive 3</td>
<td>40,000</td>
<td>12</td>
<td>480,000</td>
</tr>
<tr>
<td>8</td>
<td>TBN</td>
<td>Admin Executive 1</td>
<td>30,000</td>
<td>12</td>
<td>360,000</td>
</tr>
<tr>
<td>9</td>
<td>TBN</td>
<td>Admin Executive 2</td>
<td>30,000</td>
<td>12</td>
<td>360,000</td>
</tr>
<tr>
<td>10</td>
<td>TBN</td>
<td>Admin Executive 3</td>
<td>30,000</td>
<td>12</td>
<td>360,000</td>
</tr>
<tr>
<td></td>
<td><strong>Sub Total(i)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>7,200,000</strong></td>
</tr>
<tr>
<td>A.1</td>
<td>Support Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>TBN</td>
<td>Secretary 1</td>
<td>50,000</td>
<td>12</td>
<td>600,000</td>
</tr>
<tr>
<td>2</td>
<td>TBN</td>
<td>Secretary 2</td>
<td>35,000</td>
<td>12</td>
<td>420,000</td>
</tr>
<tr>
<td>3</td>
<td>TBN</td>
<td>IT Network Engg</td>
<td>30,000</td>
<td>12</td>
<td>360,000</td>
</tr>
<tr>
<td>4</td>
<td>TBN</td>
<td>Office Support Staff(1)</td>
<td>20,000</td>
<td>12</td>
<td>240,000</td>
</tr>
<tr>
<td>5</td>
<td>TBN</td>
<td>Office Assistant cum Data Entry Operator</td>
<td>15,000</td>
<td>12</td>
<td>180,000</td>
</tr>
<tr>
<td>6</td>
<td>TBN</td>
<td>Receptionist</td>
<td>18,000</td>
<td>12</td>
<td>216,000</td>
</tr>
<tr>
<td>7</td>
<td>TBN</td>
<td>Messenger</td>
<td>8,000</td>
<td>12</td>
<td>96,000</td>
</tr>
<tr>
<td>8</td>
<td>TBN</td>
<td>House-keeping staff 1</td>
<td>8,000</td>
<td>12</td>
<td>96,000</td>
</tr>
<tr>
<td>9</td>
<td>TBN</td>
<td>House-keeping staff 2</td>
<td>8,000</td>
<td>12</td>
<td>96,000</td>
</tr>
<tr>
<td>10</td>
<td>TBN</td>
<td>House-keeping staff 3</td>
<td>8,000</td>
<td>12</td>
<td>96,000</td>
</tr>
<tr>
<td></td>
<td><strong>Sub Total(ii)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>2,400,000</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Total (A)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>9,600,000</strong></td>
</tr>
<tr>
<td>Sl</td>
<td>Particulars of Staff</td>
<td>Details</td>
<td>2012</td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>---------------------</td>
<td>---------</td>
<td>------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Oct</td>
<td>Nov</td>
<td>Dec</td>
</tr>
<tr>
<td>B 1</td>
<td><strong>Staff Cost (NMMU)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Alok De</td>
<td>L1 - National Mission Manager (NMM) - Livelihoods</td>
<td>165000</td>
<td>12</td>
<td>1,980,000</td>
</tr>
<tr>
<td>2</td>
<td>Mr Rajan Babu</td>
<td>L1 - NMM - Fin Inclusion</td>
<td>120000</td>
<td>12</td>
<td>1,440,000</td>
</tr>
<tr>
<td></td>
<td><strong>To be replaced</strong></td>
<td>L1 - ICT &amp; MIS Expdrt</td>
<td>185000</td>
<td>12</td>
<td>2,220,000</td>
</tr>
<tr>
<td>4</td>
<td>Dr Aparajita Suman</td>
<td>L2 - NMM Knowl Mgmt</td>
<td>150000</td>
<td>12</td>
<td>1,800,000</td>
</tr>
<tr>
<td></td>
<td>Mr Chandrashekhar Chakrala</td>
<td>L2 - NMM - Social Mobilisation</td>
<td>132000</td>
<td>12</td>
<td>1,584,000</td>
</tr>
<tr>
<td></td>
<td>Mr John K Devasthanam</td>
<td>L2 - NMM - Skills &amp; Placements.</td>
<td>90000</td>
<td>12</td>
<td>1,080,000</td>
</tr>
<tr>
<td>7</td>
<td>Ms Poulami Bhatacharya</td>
<td>L3 - NMM - Soc Dev/ Incl</td>
<td>52000</td>
<td>12</td>
<td>624,000</td>
</tr>
<tr>
<td>8</td>
<td><strong>To be replaced</strong></td>
<td>L4 - Mission Exec - Livelihoods</td>
<td>50000</td>
<td>12</td>
<td>600,000</td>
</tr>
</tbody>
</table>

**Level and Weighted Average Fee**

<table>
<thead>
<tr>
<th>Additional Positions recruited</th>
<th>5</th>
<th>6</th>
<th>2</th>
<th>All 13</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>L1 staff @ Rs. 1,20,000/staff/month</strong></td>
<td>13 staffs to be placed</td>
<td>600000</td>
<td>1320000</td>
<td>1560000</td>
</tr>
<tr>
<td><strong>L2 staff @ Rs. 1,00,000/staff/month</strong></td>
<td>8 staffs to be placed</td>
<td>300000</td>
<td>600000</td>
<td>800000</td>
</tr>
<tr>
<td><strong>L3 staff @ Rs. 65,000/staff/month</strong></td>
<td>3 staffs to be placed</td>
<td>195000</td>
<td>195000</td>
<td>195000</td>
</tr>
<tr>
<td><strong>L4 staff @ Rs. 45,000/staff/month</strong></td>
<td>3 staffs to be placed</td>
<td>135000</td>
<td>135000</td>
<td>135000</td>
</tr>
</tbody>
</table>

*Based on joining of Experts as they are joining in a phased manner*
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Details</th>
<th>Total (B1)</th>
<th>B2</th>
<th>Total (B3)</th>
<th>B3</th>
</tr>
</thead>
<tbody>
<tr>
<td>B2</td>
<td>Retainer Consultants Budget</td>
<td>12 Retainer Cns @ Rs 7,500/- average fee rate for 15 days/month for a year.</td>
<td>1,350,000</td>
<td></td>
<td>16,200,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total (B1)</strong></td>
<td></td>
<td><strong>41,708,000</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B3</td>
<td>Young Professionals (YPs) Budget</td>
<td>14 YPs @ Rs 50,000 pm for 1 year and 1 YP@ Rs 50,000 for 8.6 Man months</td>
<td>700,000</td>
<td></td>
<td>8,830,000</td>
<td></td>
</tr>
</tbody>
</table>

**Total (B1+B2+B3)** 66,738,000

*Management cost @ 6% of NMMU Staff Cost, Retainer and YPs Only (B)*

4,004,280

**Grand Total for Fee Component** 80,742,280

---

Service Tax will be paid extra where applicable (i.e. eligible Individual Consultants and NRMCs total payment) at prevailing rates.

---

T. Vijay Kumar  
Joint Secretary  
Ministry of Rural Development  
Government of India  
Krishi Bhawan, New Delhi
## APPENDIX C – REIMBURSABLE COST:

<table>
<thead>
<tr>
<th>S No</th>
<th>Particulars</th>
<th>Details</th>
<th>2012/13</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Oct</td>
<td>Nov</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Rate/Cost</td>
<td>Unit</td>
</tr>
<tr>
<td>C</td>
<td>REIMBURSABLE COST</td>
<td></td>
<td>Positions</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Outstation Travel of L1 and L2 staffs</td>
<td>Average 4 days outstation travel, Rs. 18000 as average cost of travel for a trip (average 2 trips) and lodging+boarding expenses @ Rs.5000/day</td>
<td>784,000</td>
<td>1,288,000</td>
</tr>
<tr>
<td></td>
<td>Positions</td>
<td>8 L1 - 6 L2</td>
<td>14 L1 - 9 L2</td>
<td>16 L1 - 11 L2</td>
</tr>
<tr>
<td>2</td>
<td>Outstation Travel of L3 and L4 staffs</td>
<td>Average 4 days outstation travel, Rs. 18000 as average cost of travel for a trip (average 2 trips) and lodging+boarding expenses @ Rs.4000/day</td>
<td>364,000</td>
<td>416,000</td>
</tr>
<tr>
<td></td>
<td>Positions</td>
<td>4 L3 - 3 L4</td>
<td>4 L3 - 4 L4</td>
<td>4 L3 - 4 L4</td>
</tr>
<tr>
<td>3</td>
<td>Local Travel for NMMU Staff</td>
<td>5 vehicles @ Rs. 50,000/vehicle/month</td>
<td>250,000</td>
<td>12</td>
</tr>
<tr>
<td>4</td>
<td>Advertisement cost</td>
<td>At prevailing market rates.</td>
<td>lumpsum</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Office Supplies including stationery, petty office expenses, postage, telephones etc.</td>
<td>Average 2,10,000/month</td>
<td>210,000</td>
<td>12</td>
</tr>
<tr>
<td>6</td>
<td>Computers, Printers, Photocoper, handycam, other peripherals etc.</td>
<td>40 computers (35 for both NMMU and MA staff + 5 for replacement in case of irreparable damage) @ Rs. 60,000/computer (including AMC), 1 photocopier @ Rs. 60000, 6 printers @ Rs. 25000, 2 handycams @ Rs 20000 and other peripherals @ 497500 lumpsum</td>
<td>lumpsum</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Positions (L1, L2, L3 and L4)</td>
<td></td>
<td>21</td>
<td>31</td>
</tr>
<tr>
<td>7</td>
<td>Communication Cost</td>
<td>Official costs, upto Rs 1,500 per Staff per month</td>
<td>31,500</td>
<td>46,500</td>
</tr>
</tbody>
</table>
### II. General Conditions of Contract – Attachment 1

<table>
<thead>
<tr>
<th>Item</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Outstation Travel of Retainers</td>
<td>672,000</td>
<td>672,000</td>
<td>672,000</td>
<td>256,000</td>
</tr>
<tr>
<td>9. Outstation Travel of YPs</td>
<td>780,000</td>
<td>780,000</td>
<td>780,000</td>
<td>780,000</td>
</tr>
<tr>
<td>8. Miscellaneous</td>
<td>60,000</td>
<td>12</td>
<td>720,000</td>
<td></td>
</tr>
<tr>
<td><strong>Total Reimbursable Cost (C)</strong></td>
<td>38,149,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Service Tax will be paid extra where applicable (i.e. eligible Individual Consultants and NRMCs total payment) at prevailing rates.*

### Summary Sheet

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost (In INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Remuneration</td>
<td>80,342,280</td>
</tr>
<tr>
<td>(2) Reimbursable</td>
<td>38,149,000</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td><strong>118,491,280</strong></td>
</tr>
</tbody>
</table>

**Indirect Local Tax Estimates**

| Service Tax at Prevailing Rate of 12.36% | 14,645,522 |

**Total with Tax**

| 133,136,802 |

*Service Tax will be at applicable Items (1 & 2) at prevailing rate. The above total cost with tax is only indicative.*
### Appendix E: TA DA Norms:

<table>
<thead>
<tr>
<th>SI</th>
<th>Categories</th>
<th>TA (For outstation travel)</th>
<th>DA (for outstation travel)</th>
<th>Lodging reimbursement on actual (for outstation travel)</th>
<th>Local Travel (For official purpose only)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>L1 and L2 Staff with Remuneration (weighted Average) of Rs 1,20,000/- and 1,00,000/-</td>
<td>Air Fare – Economy Class or 2nd AC sleeper or Luxury Bus / Non AC Taxi (reimbursable on actuals)</td>
<td>1000</td>
<td>Upto maximum of Rs. 4000/day</td>
<td>Non AC Taxi or public conveyance (reimbursable on actuals)</td>
<td>For outstation travel up to 500 KM should by train.</td>
</tr>
<tr>
<td>2</td>
<td>L3 and L4 staff with Remuneration (weighted Average) of Rs65,000/- and 45,000/-</td>
<td>Air Fare – Economy Class or 2nd AC sleeper or Luxury Bus / Non AC Taxi (reimbursable on actuals)</td>
<td>1000</td>
<td>Upto maximum of Rs. 3000/day</td>
<td>Non AC Taxi or public conveyance (reimbursable on actuals)</td>
<td>For outstation travel up to 500 KM should by train.</td>
</tr>
</tbody>
</table>

Notes:

(a) The reimbursement for road journey will be restricted to Rs 16 per km or actual amount whichever is less;
(b) Air journey will be undertaken only by national carriers;
(c) Full road mileage rate will be paid only on sectors not connected by rail. Where rail connection exists, the entitlement will be restricted to 2nd AC sleeper charges.
APPENDIX F - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 45.1 (a) and SCC 45.1(a)]

Bank Guarantee for Advance Payment

__________________________________________ [Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary: ________________________________ [Name and Address of Client]

Date: ____________________________________

ADVANCE PAYMENT GUARANTEE No.: ______________________________

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

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

At the request of the Consultant, we __________________________ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of __________________________ [amount in figures] ()[amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract because the Consultant have used the advance payment for purposes other than toward providing the Services under the Contract.

The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.
It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number ______ at __________ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of __________, 20__, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

__________________________

[signature(s)]

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

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