REQUEST FOR PROPOSALS

Hiring of Agency for conducting district-wise Value Chain Analysis and Market Assessments of off-farm product in six districts of Sikkim

RFP Ref. No.: XX/XX/XX/2026/RFP/XX

Client: Rural Development Department, Government of Sikkim

Project: Sikkim: Integrated Service Provision and Innovation for Reviving Economies' (INSPIRES) Program

Date of Issue: 05/11/2026

Table of Contents

Section I – Letter of Invitation 3
Section II – Instructions to Consultants and Data Sheet 5
Section III – Technical Proposal – Standard Forms 38
Section IV – Financial Proposal - Standard Forms 50
Section V – Eligible Countries 61
Section VI – Fraud and Corruption 62
Section VII – Terms of Reference 64
(This Section, Fraud and Corruption shall not be modified) 97

Section I – Letter of Invitation

Name of Assignment: Hiring of Agency for district-wise Value Chain Analysis and Market Assessments of off-farm product in six districts of Sikkim

RFP Reference No.: *<<RFP Reference No.>>*

Location and Date: Gangtok, 05 November 2026

Dear Mr. /Ms.:

The Government of Sikkim (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) (the "Bank") in the form of a loan (hereinafter called "loan") toward the cost of Sikkim: Integrated Service Provision and Innovation for Reviving Economies' (INSPIRES) Program. The Planning and Development Department, Government of Sikkim, is the nodal agency for the program & Rural Development Department (hereinafter called "Client") is one of the Implementing Agencies for the program.

1. The Rural Development Department, Government of Sikkim, now invites online proposals to provide the following consulting services (hereinafter called "Services**"): Hiring of Agency for conducting district-wise Value Chain Analysis and Market Assessments of off-farm product in six districts of Sikkim.** More details on the Services are provided in the Terms of Reference (Section 7).

2. A firm will be selected using direct RFP method under *QCBS. For selection based on Consultant's Qualifications Selection (CQS)* procedures and in a Full Technical Proposal *(FTP)* format as described in this RFP.

3. The RFP includes the following documents:

   Section 1 – Letter of Invitation

   Section 2 - Instructions to Consultants and Data Sheet

   Section 3 - Technical Proposal FTP - Standard Forms

   Section 4 - Financial Proposal - Standard Forms

   Section 5 – Eligible Countries

   Section 6 – Fraud and Corruption

   Section 7 – Terms of Reference

   Section 8 - Standard Forms of Contract (Lumpsum)

4. Details on the proposal's submission date, time and address are provided in ITC 17.

Yours sincerely,

Nodal Officer, Rural Development Department,
Ms. Rajani Sharma
Sikkim INSPIRES
Gangtok, Sikkim
Email: rajani.scs@sikkim.gov.in

Section II – Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions	(a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. (b) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time. (c) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (d) **"Borrower"** means the Government, Government agency or other entity that signs the *[loan/financing/grant[1]]* agreement with the Bank. (e) **"Client"** means the implementing agency that signs the Contract for the Services with the selected Consultant. (f) **"Client's Personnel"** is as defined in Clause GCC 1.1(e). (g) **"Consultant"** means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. (h) **"Contract"** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). (i) **"Data Sheet"** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. (j) **"Day"** means a calendar day, unless otherwise specified as **"Business Day".** A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.

[1] *["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]*

	(k)**"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or Joint Venture member(s). (l) **"Government"** means the government of the Client's country. (m) **"in writing"** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic procurement system used by the Client) with proof of receipt. (n)**"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. (o)**"Key Expert(s)"** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal. (p)**"ITC"** (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals. (q)**"Non-Key Expert(s)"** means an individual professional provided by the Consultant or its Subconsultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. (r) **"Proposal"** means the Technical Proposal and the Financial Proposal of the Consultant. (s) **"RFP"** means the Request for Proposals to be prepared by the Client for the selection of consultants, based on the SPD - RFP. (t) **"Services"** means the work to be performed by the Consultant pursuant to the Contract.

	(u) **"SPD - RFP"** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP. (v) **"Sub-consultant"** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract. (w) **"Terms of Reference (TORs)"** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1. The Client named in the **Data Sheet** intends to select a consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**. 2.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. 2.3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense. 2.4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, always holding the Client's interest's paramount, strictly avoiding conflicts with other assignments

	or its own corporate interests and acting without any consideration for future work. 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank. 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting Activities	(i) <u>Conflict between consulting activities and procurement of goods or works:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting Assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships	(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Fraud and Corruption	5.1 "This tender is covered under World Bank 'Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012, and revised on July 10, 2015 (https://ppfdocuments.azureedge.net/3682.pdf) Requirements under these guidelines include but are not limited to (a) the borrower's obligation to inform the World Bank about all Fraud & Corruption related allegations and investigations, (b) the World Bank's right to conduct administrative inquiries, and (c) the ineligibility of debarred firms for contract awards. The latest list of the Bank's debarred firms is available at https://www.worldbank.org/en/projects-operations/procurement/debarred-firms." 5.2 The Bank requires compliance with the Bank's Anticorruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6. 5.3 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting

	process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
6. Eligibility	6.1. The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank financed projects. 6.2. Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations. 6.3. As an exception to the foregoing ITC 6.1 and ITC 6.2 above:
a. Sanctions	6.3.1. A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the Data Sheet**.
b. Prohibitions	6.3.2. Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods

	from that country or any payments to any country, person, or entity in that country.
c. Restrictions for State-Owned Enterprises	6.3.3. State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
d. Restrictions for Public Employees	6.3.4. Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless: (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

B. Preparation of Proposals

7. General Considerations	7.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal	10.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**. 10.2. If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery). 10.3. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
12. Proposal Validity	12.1. Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1. 12.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
a. Extension of Proposal Validity	12.4. The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

	12.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7. 12.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8. If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.
c. Sub-Contracting	12.9. The Consultant shall not subcontract the whole of the Services.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below: 13.1.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing. 13.1.2. If the amendment is substantial, the Client may extend the proposal submission deadline to give the

	Consultants reasonable time to take an amendment into account in their Proposals. 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals Specific Considerations	14.1. While preparing the Proposal, the Consultant must give particular attention to the following: 14.1.1. If a consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so. 14.1.2. The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same. 14.1.3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**. 14.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	15.1. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. 15.1.1. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal nonresponsive.

	15.2. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
16. Financial Proposal	16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
a. Price Adjustment	16.2. For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
b. Taxes	16.3. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
c. Currency of Proposal	16.4. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals	17.1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically. 17.2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be

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

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

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

	(iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend. 23.2. The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score. (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion. (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals. 23.3. The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 31.1. 23.4. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice. 23.5. The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.
24. Correction of Errors	24.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be

	included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1. If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.1.2. If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
25. Taxes	25.1. The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
26. Combined Quality and Cost Evaluation	
a. Quality and Cost-Based Selection (QCBS)	26.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS)	26.2. In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected. 26.3. The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection	26.4. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

27. Negotiations	27.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 27.2. The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
a. Availability of Key Experts	27.3. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 27.4. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations	27.5. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial Negotiations	27.6. The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract. 27.7. If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. 27.8. In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
28. Conclusion of Negotiations	28.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. 28.2. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
29. Notification of Award	29.1. Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the

	Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form. <u>Contract Award Notice</u> Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Client. (b) name and reference number of the contract being awarded, and the selection method used. (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated. (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor. (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1. 29.2. The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.
30. Signing of Contract	30.1. The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period. 30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
31. Procurement Related Complaint	31.1. The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2 - Data Sheet

ITC Reference	A. General
1 (m)	**Electronic –Procurement System** The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process: **https://sikkimtender.gov.in** The electronic-procurement system shall be used to manage the following part of the RFP process: **Issue of RFP** **Submission of Proposals (Technical and Financial) Opening** **of Technical and financial proposals.**
2.1	**Name of the Client:** Rural Development Department, Government of Sikkim **Method of selection**: Direct RFP using *QCBS*
2.2	**Financial Proposal to be submitted together with Technical Proposal**: Yes. **The name of the assignment is**: **Hiring of agency for district-wise Value Chain Analysis and Market Assessments of off-farm product in six districts of Sikkim**
2.3	**A pre-proposal conference will be held**: Yes. The Pre-Proposal Conference shall be held through both virtual and in person meeting. The link for virtual meeting shall be shared with consultants upon request to be sent at email address given 24 hours prior to date of Conference. Date of pre-proposal conference: **17 November 2026** Time: **11 AM** Address: **Rural Development Department, Block-B, Mini Secretariat, Lumsey, Gangtok, Sikkim** E-mail: **rajani.scs@sikkim.gov.in** Contact person/conference coordinator: **Nodal Officer-RDD, Sikkim INSPIRES, Government of Sikkim**

6.3.1	**A list of debarred firms and individuals is available at the Bank's external website**: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	**This RFP has been issued in the English language.** **Proposals shall be submitted in English language.** **All correspondence exchange shall be in English language.**
10.1	**The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders**: **For FULL TECHNICAL PROPOSAL (FTP):** **The Technical Proposal comprising:** (1) Tech-1 (2) Power of Attorney (3) Tech-2 (4) Tech-3 (5) Tech-4 (6) Tech-5 (7) Tech-6 AND **The Financial Proposal comprising:** (1) Fin- 1 (2) Fin- 2 (3) Fin- 3 (4) Fin- 4
10.2	**Statement of Undertaking is required: No**
11.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No**

12.1	**Proposals shall be valid for 120 calendar days after the proposal submission deadline, which is 04 December 2026**
12.4	Replace second sentence of ITC 12.4 with the following: **"**However, should the need arise, any request for extension of validity will be hosted on e-procurement portal and an e-mail will be sent to each Consultant. The Consultants may send their response if any on the e-procurement portal and through e-mail at the e-mail id given in Data Sheet 2.3.
13	Replace ITC 13 with the following: "13.1. A Consultant may request a clarification in writing of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline, or raise its inquiries during the pre-proposal conference, if provided for in accordance with ITC 2.3. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described in ITC 13.1.1 and ITC 13.1.2 below. It is the consultant's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the RFP document. 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with the procedure described in the **Data Sheet**. The amendment shall be binding on all Consultants. The Client shall not be liable for any information not received by the Consultants. It is the Consultants' responsibility to verify the website for the latest information related to the RFP. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals, by amending the RFP in accordance with ITC 13.1.1. 13.2 A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals. No modifications to the Technical or Financial Proposal shall be accepted after the proposal submission deadline. (a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the 'Proposal'. (b) For this purpose, modification/withdrawal by other means will not be accepted.

	(c) The modification and consequential re-submission of proposals is allowed any number of times. (d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is ***not allowed***
13.1	**Clarifications may be requested no later than 16 November 2026 11:00 Hours**. The pre-bid queries should reach to the Client a day before the pre-bid meeting. **The contact information for requesting clarification is:** **E-mail:** rajani.scs@sikkim.gov.in The Client will host the response to the clarifications, if any on the e-procurement portal. The Consultants shall remain responsible to view query and response thereto.
13.1.1	The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline. The Consultants shall remain responsible to view amendment to RFP.
13.2 (d)	Re-submission of the proposal is "***not allowed"*** on or before submission deadline, if withdrawn.
14.1.2 (do not use for Fixed Budget method)	**Estimated input of Key Experts' time-input: 45 person-months.**
14.1.3 for (time-based contracts only)	**Not Applicable**
14.1.4 and 26.2 (use for Fixed	**Not Applicable**

Budget method)	
15.1	Delete from the first sentence of ITC 15.1, the following: 'and shall comprise the documents listed in the **Data Sheet**'.
15.2	**The format of the Technical Proposal to be submitted is**: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	*A sample list is provided below for guidance.* *(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services.* *(2) cost of travel by the most appropriate means of transport and the most direct practicable route.* *(3) communications costs.* *(4) cost of purchase or rent or freight of any equipment required to be provided by the Consultants.* *(5) cost of reports production (including printing) and delivering to the Client.* *(6) [insert relevant type of expenses, if/as applicable]*
16.2	Delete from ITC 16.2, the following: 'foreign and/or'. **A price adjustment provision applies to remuneration rates:** No.
16.3	**Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in** Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India. The Client will, however, reimburse on proof of submission with relevant Government Authority, the Goods & Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable. The above only are to be shown separately in the financial proposal.
16.4	**The Financial Proposal shall be submitted in** Indian Rupees.
16.5	**Payments under the Contract shall be made in** Indian Rupees.
C. Submission, Opening and Evaluation	

17	Replace ITC 17 with the following: a) The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically on the e-procurement system and in accordance with procedure specified in the **Data Sheet**. Proposals submitted by any other means will be rejected. Detailed guidelines for viewing proposals, and for online submission of proposals are given on the website. b) An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney to be scanned and uploaded together with the Technical Proposal. c) A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal. d) Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal. e) The Proposal or its modifications must be uploaded on the e-procurement portal specified in ITC 1(m), no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline, as per server time. f) Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the **Data Sheet**."

17.1	**The electronic submission procedures shall be as follows:** The Consultants shall submit their Proposals (both Technical and Financial) electronically on the e-procurement portal specified in ITC 1(m), following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website: **https://sikkimtender.gov.in/** a) To participate in the e-tendering process, it is mandatory for the consultants to have enrolment/registration in the website, and valid Class *III(DSC) with signing + Encryption* Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link www.cca.gov.in b) The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 25 MB and there is no limit on the number of files to be uploaded. d) All uploaded documents should be properly legible and each page should be signed by authorized representative with seal. e) *[Note for Consultants: For online submission of proposals, the Consultants shall fill up online, the forms that are available for online filling on the eportal. The rest of the forms shall be download by the Consultants and filled up. The filled-up pages shall then be digitally signed, scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.]*
17.4	**The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than:** **Date: 04 December 2026** **Time: 3:00 PM**

19	Replace ITC 19 with the following: a) The Client's evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described in the **Data Sheet** and this could be viewed online by the Consultants. The consultants or their authorized representatives may attend the online opening in person if this option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23. b) At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate or as indicated in the **Data Sheet**."
19.1	**The procedure for online opening of technical proposals shall be:** *Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.* **Date: 04 December 2026** ***Time:*** **3:30 PM** ***Consultants have an option to attend the opening of the Technical Proposals in person.*** **The opening shall take place at:** **Rural Development Department, Block-B, Mini Secretariat, Lumsey, Gangtok, Sikkim** In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day
19.2	**In addition, the following information will be read aloud at the opening of the Technical Proposals:** N/A
21.1 [for FTP]	Consultants' technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below. **Part A: Mandatory Criteria:**

S. No	Eligibility Criterion	Documents / Evidence to be Provided
1	The Consultant shall be a legally registered entity (Company/ LLP/ Partnership) in India	Certificate of Incorporation/Registration
2	The Consultant must have valid PAN and GST registration	PAN and GST Certificates
3	Minimum 5 years of experience in consulting/technical support in livelihoods, value chain development, MSME, or related sectors	Work Orders / Completion Certificates
4	Experience of at least **three (3) similar assignments** in value chain analysis, market assessment, or enterprise development during the last 5 years	Client Certificates / Contracts
5	Average annual turnover of at least **INR 5 Crore** during the last three financial years	Audited Financial Statements / CA Certificate
6	The Consultant shall not have been blacklisted/debarred by any Government/Multilateral agency	Self-Declaration
7	The Consultant shall have no conflict of interest in accordance with ITC Clause 3	Self-Declaration

Part B: Evaluation Criteria:

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

Points

(i) **Specific experience of the Agency (as a firm) relevant to the Assignment:** ***[20]***

a) Experience in providing value chain analysis / market assessment / livelihood promotion as a single entity or as a member of joint venture in last 5 years. **[15 – 3 mark for each project]**

b) Experience in similar geographies (Sikkim/ hilly/ rural/ NE states or equivalent context) (At least 1 project) **[5 – 5 mark for each project]**

(ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):** [***35]***

The score is subdivided as follows:

a) Clear methodology: **[25]**

b) Responsiveness to the ToR: **[10]**

[Notes to Consultant: The Client will assess whether the proposed methodology is clear, proposal is responsive to the TOR, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]

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

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

S. No	Role	Qty	Person Months	Max Marks
1	Team Leader cum Value Chain Specialist	1	3	10
2	Enterprise Economist	1	3	6
3	Market & Branding Specialist	1	3	5
4	Local Field Researchers	12	3	24

Total points for criterion (iii): 45

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

1) General qualifications (general education, training, and experience): 30%
2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70%

Total weight: 100%

Total points for the three criteria: 100

The minimum technical score (St) required to pass is: 70

23	Replace ITC 23.1 with the following: "23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify online through e-procurement portal those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score. (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion. (iii) their Financial Proposals will not be opened" In ITC 23.2(b) first sentence, after the words 'in writing', add the following: 'online through e-procurement portal' In ITC 23.2(b)(iv), after the words 'location of the' add the following: 'online' Replace ITC 23.4 with the following: "23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant's choice" Replace ITC 23.5 with the following: "The Financial Proposals shall be publicly opened online by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud and recorded online simultaneously. The Financial Proposals shall be then opened, and the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the e-procurement portal for the information of all Consultants who submitted Proposals and the Bank, unless the **Data Sheet** provides for other means of sending notifications and the results of the financial opening."

23.5	Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, all Consultants of the location, date and time of the public opening of Financial Proposals. Any interested party who wishes to attend this public opening should contact Nodal Officer- Sikkim Inspires, Rural Development Department, Gangtok through email address given in section 2.3 data sheet and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above. In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day.
25.1	For the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1 (QCBS only)	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. *[or replace with another inversely proportional formula acceptable to the Bank]* **The weights given to the Technical (T) and Financial (P) Proposals are**: **T** = 80% **P** = 20% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
	D. Negotiations and Award

27.1	**Expected date and address for contract negotiations:** **Date**: **16 January 2027** **Address: Rural Development Department, Block-B, Mini Secretariat, Lumsey, Gangtok, Sikkim**
29	Replace ITC 29 with the following: "29.1 After completing the negotiations and obtaining the Bank's no objection to the negotiated draft Contract, if applicable, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. <u>Contract Award Notice</u> Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a)name and address of the Client. (b) name and reference number of the contract being awarded, and the selection method used. (c)names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated. (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and (e)the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope. 29.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette and on e-procurement portal."
30.1	Replace ITC 30 with the following: **"**The Contract shall be signed prior to the expiry date of the Proposal validity, specified in ITC 12.1 or any extension thereof."
30.2	**Expected date for the commencement of the Services:** **Date**: not later than One month from issuance of client's notice instructing the consultant to begin carrying out the services at: Gangtok, Sikkim

31.1	The procedures for making a Procurement-related Complaint." If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: **For the attention of**: Ms. Rajani Sharma **Title/position**: Nodal Officer- Sikkim Inspires, Rural Development Department **Client**: Rural Development Department, Government of Sikkim **Email address**: rajani.scs@sikkim.gov.in In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of this Request for Proposal. **2.** the Client's decision to exclude a consultant from the procurement process prior to the award of contract; and **3.** the Client's decision to award the contract.

Section III – Technical Proposal – Standard Forms

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

Checklist of Required Forms

Required for FTP or STP (√)		FORM	DESCRIPTION	*Page Limit*
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	3 (Three)
"√ " If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	As required
"√" If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	As required
√		TECH-2	Consultant's Organization and Experience.	As required
√		TECH-2A	A. Consultant's Organization	10 (Ten)
√		TECH-2B	B. Consultant's Experience	20 (Twenty)
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	10 (Ten)
√		TECH-3B	B. On the Counterpart Staff and Facilities	5 (Five)
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	*40 (Forty)*
√	√	TECH-5	Work Schedule and Planning for Deliverables	5 (Five)
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	Maximum 5 page for each CV

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP:* "We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope" *or, if only a Technical Proposal is invited* "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope*."].*

{If the Consultant is a joint venture, insert the following*:* We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.

(b) Our Proposal shall be valid and remain binding upon us for the period specified in the Data Sheet, Clause 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy regarding corrupt and fraudulent practices as per ITC 5.

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual

that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) *[Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following:* In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.*]*

(g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Subconsultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B - Consultant's Experience

---

1. List only previous <u>similar</u> assignments successfully completed in the last *[.....]* years.

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

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs.)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., Rs.1 mill/Rs. 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to subnational government.....": drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., Rs. 0.2 mil/Rs. 0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

{Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

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

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

FORM TECH-5 (FOR FTP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables [1] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in a form of a bar chart.

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

FORM TECH-6 (FOR FTP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[*Home*]	[2 month]	[1.0]	[1.0]								
			[*Field*]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
n														
								Subtotal						
NON-KEY EXPERTS														
N-1			[*Home*]											
			[*Field*]											
N-2														
n														

									Subtotal					
									Total					

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

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

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

Full time input

Part time input

FORM TECH-6
(CONTINUED)

CURRICULUM VITAE (CV)

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

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

_____

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

Period	**Employing organization and your title/position. Contact information for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel……/email……; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

_____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail ……., phone……)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert | Signature | Date

{day/month/year}

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

Section IV – Financial Proposal - Standard Forms

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

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

FIN-1: Financial Proposal Submission Form

FIN-2: Summary of Costs

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

FIN-4: Reimbursable expenses

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of Rs. _____ {Insert amount in words and figures}, *[Insert "including" or "excluding"] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is Rs._{Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN2}.

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

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

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

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

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

We remain,

Yours sincerely,

_____

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

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

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

FORM FIN-2 SUMMARY OF COSTS

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

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

N-2	_____	_____	[*Field*]		
	_____				
				Total Costs (Rs.)	

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

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

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{_____}$$

[365 - w - ph - v - s]

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

(v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

Sample Form

Consultant: Country:

Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative Date

Name:

Title:

Consultant's Representations Regarding Costs and Charges

(Model Form I)

(Expressed in Rs.)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges[1]	Overhead [1]	Subtotal	Profit[2]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Client's Country									

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses

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

Legend:

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

Section V – Eligible Countries

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

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section VI – Fraud and Corruption

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

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

v. "Obstructive practice" is:

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

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers and/ or their employees, has, directly or

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

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

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[2] (ii) to be a nominated[3] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[4] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section VII – Terms of Reference

District-wise Value Chain Analysis and Market Assessments of off-farm product in six districts of Sikkim

(Under INSPIRES Project – Rural Development Department and Sikkim State Rural Livelihoods Mission)

1. Background

The Government of Sikkim (GoS) has recognized the urgent need to create employment opportunities for women and youth, drawing insights from various policy initiatives such as the Sikkim Micro, Small and Medium Enterprises Policy 2022, State Tourism Policy 2018, Eco-Tourism Policy 2011, and Information Technology, Electronics and Telecommunication Policy for the State of Sikkim 2021. In line with its reform agenda under the State's Economic Growth Strategy 2022 and the Sikkim Start-up Policy 2025, the GoS emphasizes promoting economic inclusion opportunities for women and youth in non-farm sectors.

The Sikkim Integrated Service Provision and Innovation for Reviving Economies (INSPIRES) program, a Program for Results (PforR) initiative was launched in 2024 with funding support from the World Bank (WB).

The key objective of the program is to **promote economic inclusion opportunities for women and youth in non-farm sectors.** The program aims to promote employment opportunities for women and youth in high-growth priority sectors including tourism, information technology (IT) and IT-enabled services (ITeS), renewable energy, creative design, the care economy, hospitality, and wellness, etc. The emphasis is on results-oriented planning, partnerships with the private sector, skill training and entrepreneurship support, and strengthening delivery of enabling services

2. Introduction

The Rural Development Department (RDD), under the INSPIRES Project, intend to conduct a **comprehensive state-wide value chain analysis and market assessment of key off-farm commodities** across all six districts of Sikkim. Despite the state's challenging terrain and limited arable land, agriculture and allied activities remain central to rural livelihoods, with significant involvement of women and youth in production and processing.

District-level Integrated Economic Inclusion Action Plans (IEIAPs), developed through stakeholder consultations, E&E surveys, Focus Group Discussions (FGDs), and Key Informant Interviews (KIIs), have identified several high-potential off-farm commodities with strong raw material availability—such as ginger, turmeric, large cardamom, broom grass, yakon, moringa, pulses, cherry pepper, honey, and other agri-based products.

Despite this resource base, these value chains remain underdeveloped due to limited local processing, low levels of value addition, weak market linkages, and fragmented enterprise structures. There is significant untapped potential to enhance incomes through improved aggregation, decentralized processing, and better access to structured markets.
This study will undertake district-level market assessments to select priority products and map their respective value chains. This process will identify key bottlenecks and opportunities, based on which it will make actionable recommendations such as cluster development, skill upgradation, capacity building, branding, digital promotion (including platforms such as Swayam Sikkim), and market linkage strengthening.

The emphasis will be on recommendations that will enable scalable market-driven enterprises that are profitable, inclusive, and sustainable.

3. General Objectives:
The main objective of this assignment is to generate an in-depth, evidence-based understanding of the **current performance, constraints, market potential, and growth opportunities of off-farm value chains** across all six districts of Sikkim.

The purpose of this assignment is to identify and strengthen high-potential off-farm value chains to enhance economic inclusion of vulnerable communities including women, youth, and marginalized households.

The specific objectives are:

(a) Value Chain Diagnostics and Prioritization

- Prioritize 2-3 high-impact value chains per district using transparent criteria and a clear scoring matrix.
- Map the existing (as-is) priority value chains in each district identifying all actors, functions, and supporting systems in each individual value chain.
- Conduct a detailed analysis of constraints, power dynamics, and value leakages in each priority value chain focusing on raw material security, market intelligence and linkages, institutional governance, etc.
- Identify opportunities and leverage points (in procurement, processing, value addition, branding, certification, production, packaging, marketing, etc.) to increase value.

(b) Financial and Operational Viability

- Assess product-wise unit economics and financial viability, including production costs, pricing, profit margins, and break-even points.
- Identify infrastructure, technology, Common Facility Centre (CFC) requirements and resources required for value chain upgrading.
- Analyze operational risks, supply chain vulnerabilities, and sustainability considerations.

(c) Market Intelligence and Demand Assessment

- Assess **local, regional, national, and cross-border market demand**, including buyer preferences, price trends, and competitiveness.

- Analyze market channels including institutional buyers, retail markets, digital platforms, and export opportunities
- Identify opportunities for value addition, branding and positioning as 'Sikkim Brand' and Geographical Indication (GI) tagging.
- Assess the potential for e-commerce scaling and digital promotion through platforms such as Swayam Sikkim.

(d) Actionable Strategy and Implementation Roadmap

- **Recommend ("to-be") value chain maps** illustrating proposed post-intervention processes and players. This should include: enterprise/institutional models and functions of the key players including structures and roles of SHGs/EGs.
- Develop **district-wise implementation roadmaps** to operationalize the 'to-be' value chains detailing specific activities and timelines.
- Recommend **financing mechanisms**, including convergence with government schemes (NRLM, PMFME, PMKSY, etc.), private sector partnerships etc.

4. Scope of Work

The Consultant Firm will work under the coordination of PIU-RDD and SRLM and undertake the following tasks across all six districts:

i. Cluster Identification and Value Chain Prioritization

- Compile a **clean, disaggregated database of SHGs, Producer/Enterprise Groups, and enterprises** by product, gender, and district based on information available from SRLM, Agriculture and horticulture Department, entrepreneur associations, etc.
- Undertake **district-wise profiling of off-farm enterprises and clusters**, including identification and analysis of major production, aggregation, post-harvest management system and processing pockets; assessment of raw material availability (especially sustainable and locally sourced inputs), growth potential, seasonality, market trends, and competitiveness of selected value chains from both supply and demand perspectives.
- **Assess and prioritize off-farm value chains** in the six project districts with potential for development as commodity-specific clusters, and shortlist two to **three priority value chains per district** based on a transparent scoring matrix including market demand, income and employment potential, inclusivity (women and youth), scalability, sustainability, and risk considerations.

ii. 'As-Is' Diagnostic and Value Chain Analysis

- Develop **existing ("as-is") value chain maps** for each shortlisted product. The maps must capture all actors (producers/SHGs, aggregators, processors, service providers, buyers and markets including wholesalers, institutional buyers, processors, retailers, e-commerce platforms, exporters, and tourism-linked outlets) and trace the flow of activities, information and value. The maps must provide details on production, post-harvest management practices, processing and value addition processes, distribution and marketing channels.

- Assess current post-harvest losses across the prioritized value chains, identifying critical loss points during harvesting, aggregation, transportation, storage, processing, and marketing. The assessment shall include compliance with food hygiene, food safety, phytosanitary requirements, and pesticide residue testing protocols, and identify gaps affecting market access, quality assurance, and competitiveness.
- Identify applicable compliance requirements, quality standards, certification requirements and any gaps in adherence.
- Analyze the functions of the actors and relationships between actors, identifying who controls pricing, quality specifications, procurement terms, and market access. Assess the current distribution of profit across the value chain. Identify mechanisms for skill and knowledge transfer.
- Conduct a "root cause" analysis of bottlenecks, including Technical (processing efficiency, post-harvest management practices, quality consistency, and technology limitations); Logistical (seasonal production and harvest cycles, market volatility, post-harvest losses, storage constraints, and high-altitude transport risks); Social (wage gaps compared to benchmarks and labor conditions for women and youth).
- **Assess long-term commercial and operational viability of the prioritized value chains**, including raw material adequacy, process efficiency, risk-management considerations, and factors affecting sustained competitiveness.

iii. Market intelligence and financial modeling

- Conduct comprehensive **market** covering local, urban, institutional, wholesale, retail, tourism-linked, export and online markets. Undertake demand analysis including mapping buyer preferences, product specifications, quality requirements, packaging preferences, price behavior, and demand forecasting.
- **Undertake product-wise unit economics and financial viability analysis**, including detailed cost structures (labour, raw materials, logistics), margins at each node, break-even points, and indicative profitability for individual enterprises and group enterprises (EGs, SHGs).
- Analyze the impact of seasonal harvest cycles on enterprise operations, including working capital requirements, cash flow patterns, inventory holding requirements, and storage costs during off-season periods. Recommend measures to address seasonal liquidity constraints and improve financial sustainability.

iv. 'To-Be' Strategy and Institutional Modelling

- Develop **recommended ("to-be") value chain maps** illustrating the post-intervention processes and structure, including strengthened roles for EGs/SHGs, improved aggregation and processing, enhanced market linkages, and increased value capture at the producer level.
- **Develop a public–private–community intervention matrix** indicating priority areas for public investment (e.g., infrastructure support), private sector engagement (e.g., off-take arrangements), and PPP models.
- **Map relevant institutions and ecosystem actors** at national, state, and local levels—including government departments, agricultural universities, research institutions, food

processing agencies, NGOs, SHG federations, private buyers, exporters, and financial institutions—that can support sustainable and pro-poor off-farm value chain development.

- Map relevant central and state schemes (NRLM, PMFME, PMKSY, Mission for Integrated Development of Horticulture (MIDH), Agriculture & Horticulture Department programmes, NABARD, MSME, Tourism, APEDA and other relevant schemes.) and develop scheme convergence and financing pathways.
- Recommend commodity-specific post-harvest and storage infrastructure requirements for handling perishable products, including drying facilities, grading and sorting units, moisture-controlled storage systems, cold-chain infrastructure, packaging solutions, and shelf-life extension technologies required to reduce losses and improve product quality and marketability.

v. Investment plans and Market linkages

- Develop a digital marketing strategy that includes a roadmap for digital promotion of the identified products on Swayam Sikkim and other e-commerce platforms.
- Map and facilitate initial contact with potential buyers including institutional buyers, wholesalers, food processors, retail chains, hospitality establishments, e-commerce platforms, and exporters. Recommend specific aggregation and contract production models.
- Prepare **district-wise investment and implementation plans** for each prioritized value chain, including phased interventions, indicative capital and operating costs, responsible institutions, timelines, risk-mitigation framework, and monitoring requirements.

5. Methodology

The Consultant shall employ a mixed-methods research design, integrating quantitative data with qualitative insights to ensure a holistic understanding of the off-farm sectors. The methodology must be 'market-led', meaning the analysis of demand must be as rigorous as the analysis of production.

The consultant shall adopt a **district-wise, commodity-wise, and actor-based sampling framework**, covering all critical value chain actors producers covering SHGs/EGs, aggregators, processors, traders, transporters, service providers, financial institutions, institutional buyers, wholesalers, retailers, exporters, e-commerce platforms, and relevant government departments. Sample sizes shall be determined based on **actor diversity and information saturation**, rather than fixed numerical targets.

The firm is expected to use mixed methods of carrying out this assignment including:

- Desk review of existing studies, data, and e-commerce trends
- Cluster mapping and census-level listing in selected pockets
- Interactive Value Chain Mapping through participatory mapping sessions with EGs, SHGs. producers
- Focus group discussions with EGs, SHGs, Producers, CRPs/ trainers, traders, and processors
- Field observation of production infrastructure and processes

- Key informant interviews with high-level ecosystem actors including government officials, private sector buyers, processors and exporters, cooperatives, producer organizations, development agencies, financial institutions, service providers, e-commerce platforms, etc.
- Buyer sentiment, including perceptions of demand trends, pricing, quality requirements, and future market opportunities.

Quality assurance and validation must be undertaken through triangulation and stakeholder validation workshops.

Gender, sustainability, and social inclusion mainstreamed throughout the study design, data collection, analysis, and recommendations

6. Expected output of the assignments

A comprehensive **District-wise Value Chain Analysis and Market Assessment Report** (one consolidated report + six district annexes) that reflects the template provided (see ANNEXURE-I).

7. Deliverables and Timelines

The service provider is expected to deliver the following listed deliverables:

Report/ Deliverable	Contents/Requirements	Timeline (from contract signing)	Percentage of payment released
Inception report and presentation	Refined methodology (including draft 'scoring matrix' that will be used to prioritize value chains), data collection tools, sampling framework, detailed work plan and timeline, team deployment.	Within 10 days	20%
Interim report and presentation	Value chain prioritization results, draft as-is value chain maps with bottleneck analysis, disaggregated database of producers, processors, enterprises, EGs/SHGs stakeholder consultation summaries	Within 45 days	30%
Draft final report and presentation	Full report (main + 6 district annexes) including unit economics and break-even analysis, market demand forecasts, to-be value chain maps with proposed institutional arrangements, infrastructure requirements, scheme convergence analysis, and draft district-wise investment plans and related recommendations	Within 75 days	30%
Final report and presentation	Revised report incorporating stakeholder feedback + policy brief + executive presentation. Assets to handover: Clean, raw datasets (digital), GPS-tagged photo repository, Producers/EG/SHG database, Buyer database, Letters of Intent from prospective buyers	Within 90 days	20%

8. Duration of the Work

3 months from the date of signing of the contract.

9. Institutional Arrangement

The consultant firm will work closely with RDD and SRLM and PMU-INSPIRES. The firm is expected to liaise/ interact/ collaborate/ meet with all six district offices and Block offices. Introductory letters, Producers/SHG lists, and logistics support will be provided.

10. Required competencies:

Position	Number	Minimum Qualifications and Experience
Team Leader cum Value Chain Specialist	1	▪ Master's degree/ PG Agribusiness, Agricultural Economics, Rural Management, Economics, Development Economics, or related field ▪ Minimum 10 years leading off farm value chain studies ▪ Led at least 3 similar assignments in Himalayan/North-East India ▪ Proficiency in value chain analysis ▪ Demonstrated experience in **enterprise viability/feasibility assessment, institutional models (EGs/PGs/SHG Federations) and business model design** for off-farm value chain studies ▪ Proven expertise in market analysis, demand assessment, pricing, value addition strategies, and buyer–seller linkage facilitation ▪ Strong understanding of buyer linkage, digital marketing, GI opportunities, food safety requirements, traceability systems, and e-commerce. ▪ Familiarity with organic and high-value agricultural products, GI opportunities, premium food markets, and export-oriented value chains relevant to Sikkim ▪ Prior experience in Sikkim in the related field shall be an added advantage
Enterprise Economist	1	▪ Master's/MBA in Finance, Economics, Business Administration, or related field. ▪ Minimum 7 years of experience in financial modeling, unit economic analysis, and business plan development for micro-enterprises. ▪ Proven ability to develop District Investment Plans, calculate CAPEX/OPEX, and conduct break-even/profitability analyses for rural SHGs. ▪ Experience with scheme convergence mapping and MSME financing pathways.
Market & Branding Specialist	1	▪ Master's degree/ PG/ MBA in Marketing, Branding, Advertising or related field

Position	Number	Minimum Qualifications and Experience
		▪ Minimum 7 years of practical experience in agro-processing/off-farm marketing value chain, market linkage, e-commerce ▪ Proven expertise in brand strategy and management, buyer linkage, digital marketing, and GI branding ▪ Experience with onboarding rural producers onto e-commerce, retail, institutional procurement, or specialty food and agri-product marketing platforms. **Desirable:** Working with women SHGs in off farm value chain
Local Field Researchers	12 (2 per district for 6 districts)	▪ Bachelor's degree in Rural Development, Business Management, Social Sciences, or a related field ▪ Minimum 3 years of field experience in rural surveys, SHG mobilization, and community-based livelihood programs in Sikkim ▪ Fluency in Nepali and at least one other local language (Bhutia, Lepcha, Limboo, etc.) ▪ Ability to travel extensively in remote and rural areas ▪ Prior experience working with EGs, SHGs, producer groups, etc., will be an added advantage ▪ At least 50% of the field research team must be women (Note: Field researchers should be assigned to each district. There may also be need of for additional personnel for compilation, collation, consolidation of data including graphic visualisation).

ANNEXURE I: Detailed Template

Front Matter

- Title Page
- Table of Contents, List of Figures, List of Tables
- Acronyms & Abbreviations

Chapter 1: Executive Summary

1.1. The District Context: Brief overview of the district's non-farm landscape and Key Findings Across District.
1.2. Prioritized Value Chains: A summary table of the 2–3 selected products and why they were chosen (multi-criteria scores).
1.3. Key Bottlenecks: Top 3 critical failures in the current system.
1.4. Core interventions proposed (e.g., "Shift from sale of raw turmeric to value-added turmeric powder and packaged products through decentralized processing facilities and improved market linkages").
1.5. Investment: Total CAPEX and OPEX required for the district over the next 2 years.
1.6. Expected Outcomes: Income enhancement, employment generation (women/youth), and scalability potential
1.7. Snapshot of "To-Be" Value Chain (visual summary)

Chapter 2: Cluster Profiling & Producer Baseline

2.1. Geospatial Mapping: Maps showing the concentration of EGs/SHGs, raw material sources, and existing infrastructure (roads, CFCs).
2.2. Producer Demographics: Total producers/EGs/SHGs mapped, disaggregated by gender, age (youth inclusion), and social category.
2.3. Raw Material Security: Analysis of local sourcing (e.g., sustainability of forest extraction for NTFPs, seasonality).
2.4. Current Skill Levels: Baseline assessment of production, post-harvest handling, processing, quality management, and value-addition practices vis-à-vis market requirements.
2.5. Cluster Typology: Categorization of clusters (emerging, mature, high potential)
2.6. Institutional Presence: SHG federations, NGOs, producer groups, and support agencies in the district
2.7. Data Sources and Coverage: Description of datasets used (SRLM, surveys, FGDs, KIIs)
2.8. Sampling Approach: Actor-based coverage (producers, intermediaries, buyers, institutions)

Chapter 3: The "As-Is" Value Chain Diagnostic

(Must be done separately for each of the 2-3 prioritized products)

3.1. The Actor Map: A flowchart tracing the product from raw material collector/procurer → primary processor → aggregator → retailer.
3.2. Governance & Power Dynamics: Who determines product specifications, procurement standards, quality requirements, and pricing? (Highlighting the vulnerabilities of the producers/EGs/SHGs).
3.3. Bottleneck Matrix: Detailed analysis of constraints across:
    - *Production:* Quality inconsistency, lack of machinery.
    - *Logistics:* Transport costs, monsoon disruptions.
    - *Ecosystem:* Lack of working capital, inadequate technical support, weak quality assurance systems, and insufficient market intelligence.
3.4. Value Flow & Margin Distribution: Mapping value addition and profit share at each node
3.5. Post-Harvest Loss Assessment: Quantification of losses at harvesting, aggregation, storage, processing, transportation, and marketing stages.
3.6. Food Safety and Compliance Assessment: Analysis of adherence to food hygiene standards, phytosanitary requirements, pesticide residue testing protocols, and other applicable regulatory requirements.
3.7. Compliance & Quality Gap Analysis: Standards, certifications, GI potential gaps
3.8. Risk & Vulnerability Assessment: Climate, market shocks, supply chain risks
3.9. Root Cause Analysis: Deeper diagnosis of bottlenecks using causal frameworks (technical, institutional, market failures)
3.10. Process Efficiency Assessment: Productivity, wastage, and turnaround time across stages

Chapter 4: Market Intelligence & Demand Analysis

4.1. Market Segmentation: Breakdown of the target markets (Local Markets and Haats vs. Wholesale Markets vs. Institutional Buyers vs. Retail Chains vs. Export Markets).

4.2. Buyer Mapping: Identification of key buyers (wholesalers, processors, institutional buyers, retail chains, hospitality establishments, exporters, and e-commerce platforms).
4.3. Buyer Preferences, Product Specifications & Quality Requirements: Insights drawn directly from buyer surveys and consumer interviews.
4.4. Price Behavior Analysis: Price elasticity and comparative pricing trends across markets
4.5. Competitor Benchmarking: How do Sikkim's products compare to similar items from other places in terms of price and finish?
4.6. Compliance & Standards: Analysis of required certifications (e.g., FSSAI for food products, Fair Trade, Organic, GI tagging potential (where applicable), export compliance etc.).
4.7. Demand Forecasting: Indicative growth trends and seasonality patterns
4.8. Consumption Pattern Analysis across Key Market Segments, including institutional, retail, hospitality, tourism-linked, and export-oriented markets.
4.9. E-commerce & Digital Market Potential (incl. Swayam Sikkim positioning)

Chapter 5: Unit Economics & Financial Viability

5.1. The Price Waterfall (Margin Map): A step-by-step breakdown of how a product goes from cost price to selling price, showing exactly who captures the margin (all players and proportion of margin captured).
5.2. Cost of Production Analysis: Raw materials + Labor + Transport + Depreciation of tools.
5.3. Break-Even Analysis: How many units need to be produced/sold per month to be profitable.
5.4. Wage Gap Analysis: Comparing the hourly earnings of the producer against the state minimum wage (gender disaggregated analysis).
5.5. Enterprise Viability Scenarios (SHG vs Individual vs Aggregated production models); (district-wise or product-wise benchmarking)
5.6. Seasonality and Working Capital Analysis: Assessment of harvest cycles, inventory carrying requirements, cash flow fluctuations, storage costs, and financing needs across the production cycle.
5.7. Sensitivity Analysis (price, demand, cost fluctuations)
5.8. Working Capital and Financing Needs
5.9. Financial Risk Assessment (cost volatility, demand uncertainty)

Chapter 6: The "To-Be" Strategy & Upgrading Pathways

6.1. The Post-Intervention Map: A new flowchart showing the proposed, optimized value chain (bypassing middlemen, adding a CFC, linking directly to e-commerce, etc.).
6.2. Institutional Model: Recommended governance structure (e.g., moving from individual producers to EGs/SHGs to Federations and Producer Companies).
6.3. Infrastructure & Tech Upgradation: Specific technical specifications for required machinery, drying yards, or aggregation hubs.
6.4. Post-Harvest Infrastructure Plan: Recommendations for drying facilities, grading and sorting units, moisture-controlled storage systems, cold-chain infrastructure, and shelf-life extension technologies.

6.5. Branding & Digital Strategy: Step-by-step plan for onboarding the product onto Swayam Sikkim, narrative building ("Made in Sikkim"), packaging improvement, labelling, traceability integration, and compliance with market requirements.
6.6. Public–Private–Community Partnership Model (PPP/market linkage structures)
6.7. Role Redefinition Across Actors (who does what in future state)
6.8. Inclusion Strategy: Women, youth, and marginalized groups integration
6.9. Productivity and Value Addition Gains (expected improvements post-intervention)
6.10. Transition Strategy: Steps to move from current to proposed value chain

Chapter 7: District Investment Plan & Implementation Roadmap

7.1. Phased Action Plan:
- *0–6 Months (Quick Wins):* E.g., skill enhancement training, basic packaging, onboarding to Swayam Sikkim, buyer matchmaking.
- *6–18 Months (Structural):* E.g., CFC establishment, GI registration, machinery procurement.

7.2. Scheme Convergence Pathways: Matrix showing which intervention will be funded by which scheme (e.g., NRLM for SHG capacity building, PMFME for machinery, Agriculture & Horticulture Department, PMFME, NABARD, APEDA, State Tourism, and other relevant schemes for marketing support, processing infrastructure, and retail outlets).
7.3. Budget Breakdown: Detailed financial table (CAPEX and OPEX).
7.4. Monitoring & Evaluation (KPIs): Monitoring mechanisms: Metrics for the GoS to track success (e.g., % increase in producer income, number of direct B2B contracts signed).
7.5. Implementation Architecture: Roles of RDD, SRLM, private partners, SHG institutions
7.6. Risk Mitigation Plan (linked to identified risks in Chapter 3 & 5)
7.7. Sustainability & Exit Strategy
7.8. Implementation Timeline (Gantt-style or milestone-based tracking)
7.9. Institutional Capacity Building Plan (skills, training, governance strengthening)

Annexures

- Annexure A: Raw Database of SHGs and Producers Mapped.
- Annexure B: Summaries of Buyer Interviews and Letters of Intent (LoIs).
- Annexure C: GPS-tagged Photo Documentation of Production Clusters and Current Bottlenecks.
- Annexure D: Blank survey instruments used for the study.
- Annexure E: Detailed Value Chain Maps (As-Is & To-Be)
- Annexure F: Scoring Matrix for Value Chain Selection
- Annexure G: Stakeholder Consultation List and Methodology Notes
- Annexure H: List of Schemes and Financing Linkages (NRLM, PMFME, etc.)
- Annexure I: Detailed Methodology Note (sampling framework, tools, limitations)

S T A N D A R D F O R M O F C O N T R A C T

Consultant's Services

Lump-Sum





CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

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

Contract No. _____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

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

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

WHEREAS

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

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract (including Attachment I - "Bank Policy – Corrupt and Fraudulent Practices and Attachment II - E & S Reporting Format).
   (b) The Special Conditions of Contract.
   (c) Appendices:

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

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

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

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

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

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

_____

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

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

_____

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

_____

[Authorized Representative on behalf of a Joint Venture]

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

II. General Conditions of Contract

A. General Provisions

1. Definitions

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

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

(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. "This tender is covered under World Bank 'Guidelines on Preventing and Combating Fraud and Corruption in Program for Results Financing dated February 1, 2012, and revised on July 10, 2015 (https://ppfdocuments.azureedge.net/3682.pdf) Requirements under these guidelines include but are not limited to (a) the borrower's obligation to inform the World Bank about all Fraud & Corruption related allegations and investigations, (b) the World Bank's right to conduct administrative inquiries, and (c) the ineligibility of debarred firms for contract awards. The latest list of the Bank's debarred firms is available at https://www.worldbank.org/en/projects-operations/procurement/debarred-firms."

10.2. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.

a. Commissions and Fees

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

B. Commencement, Completion, Modification and Termination of Contract

11. Effectiveness of Contract

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

12. Termination of Contract for Failure to Become Effective

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

13. Commencement of Services

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

14. Expiration of Contract

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

15. Entire Agreement

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

16. Modifications or Variations

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

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

17. Force Majeure

a. Definition

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

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

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

b. No Breach of Contract

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

c. Measures to be Taken

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

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

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

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

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

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

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

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 45.1.

(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.

b. By the Consultant

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

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

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

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

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

c. Cessation of Rights and Obligations

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

d. Cessation of Services

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

the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

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

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

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

C. Obligations of the Consultant

20. General

a. Standard of Performance

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

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

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

b. Law Applicable to 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

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) 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 account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

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

22. Confidentiality

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

23. Liability of the Consultant

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

24. Insurance to be Taken out by the Consultant

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

25. Accounting, Inspection and Auditing

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

25.2 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 GCC25.2 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

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

Reports and Records

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 estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**

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. Removal of Experts or Sub-consultants

31.1 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.

31.2 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.

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

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

E. Obligations of the Client

32. Assistance and Exemptions

32.1 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**.

33. Access to Project Site

33.1 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.

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

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 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.**

36. Counterpart Personnel

36.1 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**.

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

37. Payment Obligation

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

F. Payments to the Consultant

38. Contract Price

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

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 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**.

39.2 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.

40. Currency of Payment

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

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

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

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

41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum

installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report l have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**

G. Fairness and Good Faith

43. Good Faith

43.1 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

44. Amicable Settlement

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

44.2 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 45.1 shall apply.

45. Dispute Resolution

45.1 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 OR FRAUDULENT PRACTICES**

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

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

v. "Obstructive practice" is:

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

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, subcontractors, service

providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

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

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;5 (ii) to be a nominated6 sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) tenderers (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect7 all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank

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

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

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

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	**The Contract shall be construed in accordance with the law of** India
4.1	**The language is:** English.
6.1 and 6.2	**The addresses are:** Client : Rural Development Department, Government of Sikkim Attention : Ms. Rajani Sharma, Nodal Officer-RDD, Sikkim Inspires Facsimile : N/A E-mail (where permitted): rajani.scs@sikkim.gov.in Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) :_____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** Ms. Rajani Sharma, Nodal Officer-RDD, Sikkim Inspires

	For the Consultant: *[name, title]*_____
11.1	**The effectiveness conditions are the following**: Client notice instructing the consultant to begin carrying out the services.
12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be 22 days.**
13.1	**Commencement of Services:** **The number of days shall be: Not later than 10 days from issuance of Client's notice instructing the agency to begin carrying out the services.** Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract:** **The time period shall be 3 months**
21 b.	**The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** Yes

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 [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;**

	(b) This limitation of liability shall not **(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;** **(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in India**
24.1	**The insurance coverage against the risks shall be as follows:** (a) **Professional liability insurance, with a minimum coverage of total ceiling among of the Contract.** (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of as per the latest Amended Motor Vehicles Act, India; (c) Third Party liability insurance, with a minimum coverage "in accordance with the applicable law in India; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	*NA*
27.2	**The Consultant shall not use these data, reports, documents, software etc. for purposes unrelated to this Contract without the prior written approval of the Client.**
32.1 (a) through (e)	NA (Not Applicable)

<table>
<tr><td>32.1(f)</td><td>The Client shall facilitate access to relevant departments, stakeholders, and available secondary data required for carrying out the assignment as reasonably required.</td></tr>
<tr><td>38.1</td><td>The Contract price is: _____ [insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.

Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant as per the applicable law of India.

The amount of such taxes is _____ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</td></tr>
<tr><td>39.1 and 39.2</td><td>The Client shall only reimburse Goods and Services Tax (GST) payable on the contract value by the consultants, under the applicable law in India, subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc.</td></tr>
<tr><td>41.2</td><td>The payment schedule:
<table>
<tr><th>Sl. No</th><th>Deliverable</th><th>Timeline</th><th>Payment (%)</th></tr>
<tr><td>1</td><td>Inception Report</td><td>End of Week 2</td><td>15%</td></tr>
<tr><td>2</td><td>Interim Progress Report – Fieldwork Completion (status of primary data collection, preliminary findings, value chain mapping drafts)</td><td>End of Week 6</td><td>0%</td></tr>
<tr><td>2</td><td>Draft Value Chain Analysis & Market Assessment Report (district-wise analysis, diagnostics, initial recommendations)</td><td>End of Week 8</td><td>25%</td></tr>
<tr><td>3</td><td>Stakeholder consultation & validation workshop (Presentation of findings, feedback integration)</td><td>Week 10-11</td><td>30%</td></tr>
</table></td></tr>
</table>

	<table><tr><td>**4**</td><td>**Final Report & Deliverables Submission** (incorporating client feedback, final recommendations, presentation, annexures)</td><td>End of Week 12</td><td>**30%**</td></tr><tr><td></td><td>**Total**</td><td></td><td>**100%**</td></tr></table> *[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]*
41.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
41.2.4	**The accounts are:** for local currency: Indian Rupees
42.1	**The interest rate is**: 1% per annum
45.1	In case of any dispute between the parties, arising under or related to this Agreement that cannot be settled amicably, the parties may have the liberty to seek remedy from the appropriate forum as indicated in clause 89 of Code of Civil Procedure (CPC), 1908 **except arbitration**. The courts in Sikkim alone shall have the jurisdiction to deal with any matters or disputes that arise out of this agreement.

IV. Appendices

Appendix A – Terms of Reference

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

Insert the text based on the Section 8 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 8 of the RFP]

……

Appendix B - Key Experts

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

……

Appendix C – Breakdown of Contract Price

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

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

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

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.*"]*

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

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

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Work in the Client's Country									

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

* If more than one currency, add a table

_____ _____

Signature Date

Name and Title: _____

Appendix D - Form of Advance Payments Guarantee

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

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

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

Date: _____*[insert date]*____

ADVANCE PAYMENT GUARANTEE No.: _____*[insert number]*_____

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

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

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

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

[1] The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *_[month]_____, [year]__*,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

_____

[signature(s)]

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

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