OFFICIAL DOCUMENTS

1818 H Street N.W. Washington, D.C. 20433

(202) 477-1234

Cable Address: INTBAFRAD Cable Address: INDEVAS

July 2, 2013

Ms. Shobhini Mukerji Executive Director, J-PAL South Asia Institute for Financial Management and Research ITM Research Park, A1, 10<sup>th</sup> floor, Kanagam Village Taramani, Chennai 600 113

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

INTERNATIONAL DEVELOPMENT ASSOCIATION

Re: CLEAR Grant No.TF013008

Centers for Learning on Evaluation and Results in South Asia – Phase 2

U.S.A.

Dear Ms. Mukerji:

The World Bank

We refer to the Grant Agreement dated August 30, 2011 between the Institute for Financial Management and Research ("Recipient") and the International Bank for Reconstruction and Development ("IBRD") and International Development Association ("IDA"), acting as administrator of grant funds provided under the Multi-Donor Trust Fund for Regional Centers for Learning on Evaluation and Results (the "World Bank") for the Centers for Learning on Evaluation and Results in South Asia (TF099750) (Phase 1).

In response to the request for financial assistance made on behalf of the Recipient, I am pleased to inform you that the World Bank, acting as administrator of grant funds provided by various donors ("Donors") under the Multi-Donor Trust Fund for Regional Centers for Learning on Evaluation and Results, proposes to extend to the Recipient, a grant in an amount not to exceed one million three hundred thousand United States Dollars (U.S.\$1,300,000) ("Grant") on the terms and conditions set forth or referred to in this letter agreement ("Agreement"), which includes the attached Annex, to assist in the financing of the project described in the Annex ("Project").

This Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the Donors. In accordance with Section 3.02 of the Standard Conditions (as defined in the Annex to this Agreement), the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the Donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

The Recipient represents, by confirming its agreement below, that it is authorized to enter into this Agreement and to carry out the Project in accordance with the terms and conditions set forth or referred to in this Agreement.

Please confirm the Recipient's agreement to the foregoing by having an authorized official of the Recipient sign and date the enclosed copy of this Agreement, and returning it to the World Bank. Upon receipt by the World Bank of this countersigned copy, this Agreement shall become effective as of the date of the countersignature; provided, however, that the offer of this Agreement shall be deemed withdrawn if the World Bank has not received the countersigned

copy of this Agreement within ninety (90) days after the date of signature of this Agreement by the World Bank, unless the World Bank shall have established a later date for such purpose.

# Very truly yours, INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT/ INTERNATIONAL DEVELOPMENT ASSOCIATION

Hans-Martin Boehmer
Senior Manager
Independent Evaluation Group

#### **AGREED:**

INSTITUTE FOR FINANCIAL MANAGEMENT AND RESEARCH

By: Authorized Representative

Name: SHOBHINI MUKERJI

Title: EXECUTIVE DIRECTOR

Date: 3rd TULY 2013

### Enclosures:

- (1) Standard Conditions for Grants Made by the World Bank Out of Various Funds, dated February 15, 2012.
- (2) Disbursement Letter of the same date as this Agreement, together with World Bank Disbursement Guidelines for Projects, dated May 1, 2006.
- Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.
- (4) Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers, dated January 2011.
- (5) Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers dated January 2011.

# Article I Standard Conditions; Definitions

- 1.01. **Standard Conditions.** The Standard Conditions for Grants Made by the World Bank out of Various Funds dated February 15, 2012 ("Standard Conditions"), with the modifications set forth in Section I of the Appendix to this Agreement, constitute an integral part of this Agreement.
- 1.02. **Definitions.** Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Standard Conditions or in this Agreement, as follows:

"Beneficiary Countries"

mean collectively the Beneficiary Countries, being India, People's Republic of Bangladesh, Islamic Republic of Pakistan and Democratic Socialist Republic of Sri Lanka, and "Beneficiary Country" means any of the Beneficiary Countries.

# Article II Project Execution

2.01. **Project Objectives and Description.** The objective of the Project is to enhance the capacity of Jameel Poverty Action Lab South Asia of the Recipient ("JPAL") to develop and provide high quality monitoring and evaluation ("M&E") capacity building services to Beneficiary Countries' governments and civil society.

The Project consists of the following parts:

- (a) Capacity building of JPAL's administrative, management, and governance systems (structures and processes), communications and website, and professional development of the JPAL's staff.
- (b) Capacity development services, including training and workshops, advisory services, and research and evaluation services to the Beneficiary Countries. This part will also develop JPAL's institutional capacity, such as performance-based budgeting, systematic reviews, poverty and social impact analysis assessments, cost-benefit analysis and country systems, through the provision of international experts.
- (c) Monitor and evaluate the activities financed under the Grant, through collection and recording of information and data, including data on participant of capacity building programs and an independent review of the activities undertaken and an evaluation to assess effectiveness of the activities.
- 2.02. **Project Execution Generally.** The Recipient declares its commitment to the objectives of the Project. To this end, the Recipient shall carry out the Project in accordance with the provisions of: (a) Article II of the Standard Conditions; (b) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011 ("Anti-Corruption Guidelines"); and (c) this Article II.

- 2.03. *Institutional and Other Arrangements*. The Recipient shall take all necessary measures to establish and maintain a regional advisory committee with the functions and composition satisfactory to the World Bank, to: (a) advise and contribute to the knowledge of regional/country needs and demands for refining and implementing the Project on a regional basis; and (b) upon request by the Recipient, provide guidance regarding the Project's strategic directions.
- 2.04. **Donor Visit.** For the purposes of Section 2.09 of the Standard Conditions, the Recipient shall, upon the World Bank's request, take all measures required on its part to enable the representatives of the Donors to visit any part of the Member Country's territory for purposes related to the Project.
- 2.05. **Project Monitoring, Reporting and Evaluation.** (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions and on the basis of the indicators set forth below in paragraph (b) of this Section. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.
- (b) The performance indicators referred to above in paragraph (a) consist of the following:
  - (i) At least fifty percent (50%) of JPAL's clients are from the Beneficiary Countries other than India.
  - (ii) Increase in the range of capacity building programs implemented from basic monitoring and evaluation methods to impact evaluations and performance-based budgeting.
  - (iii) Eighty-five percent (85%) of clients rate the quality and utility of services highly.
  - (iv) Year-end review of the program yields satisfactory performance.
- (c) The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date. In order to assist the Recipient in preparing the Completion Report, the Recipient shall employ consultants in accordance with the provisions of Section 2.07 of this Agreement.
- 2.06. *Financial Management.* (a) The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.
- (b) The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank as part of the Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.
- (c) The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions. Each such audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial

Statements for each such period shall be furnished to the World Bank not later than six months after the end of such period.

#### 2.07. Procurement

- (a) <u>General</u>. All goods, non-consulting services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:
  - (i) Section I of the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Procurement Guidelines"), in the case of goods and non-consulting services;
  - (ii) Sections I and IV of the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Consultant Guidelines") in the case of consultants' services; and
  - (iii) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines ("Procurement Plan").
- (b) <u>Definitions</u>. The capitalized terms used in the following paragraphs of this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

# (c) Particular Methods of Procurement of Goods and Non-consulting Services

- (i) Except as otherwise provided in sub-paragraph (ii) below, goods and non-consulting services shall be procured under contracts awarded on the basis of National Competitive Bidding (NCB) subject to the following additional procedures:
  - Only the model bidding documents for NCB agreed with the Government of India Task Force (and as amended from time to time) shall be used for bidding.
  - Invitations to bid shall be advertised in at least one widely circulated national daily newspaper, at least 30 days prior to the deadline for the submission of bids.
  - No special preference will be accorded to any bidder either for price or for other terms and conditions when competing with foreign bidders.
  - Except with prior concurrence of the Bank, there shall be no negotiation of price with the bidders, even with the lowest evaluated bidder.
  - The system of rejecting bids outside a pre-determined margin or "bracket" of prices shall not be used in the Project.

- Rate contracts entered into by Director General of Supplies & Disposals (DGS&D) will not be acceptable as a substitute for NCB procedures. Such contracts will be acceptable for any procurement under shopping procedures.
- Two or three envelope system shall not be used.
- Foreign bidders shall not be precluded from bidding.
- (ii) The following methods, other than National Competitive Bidding, may be used for procurement of goods, and non-consulting services for those contracts which are specified in the Procurement Plan: (A) Shopping; (B) procurement under Framework Agreements in accordance with procedures which have been found acceptable to the World Bank; and (D) Direct Contracting.

# (d) Particular Methods of Procurement of Consultants' Services

- (i) Except as otherwise provided in item (ii) below, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection.
- (ii) The following methods, other than Quality- and Cost-based Selection, may be used for the procurement of consultants' services for those assignments which are specified in the Procurement Plan: (A) Quality-based Selection; (B) Selection under a Fixed Budget; (C) Least Cost Selection; (D) Selection based on Consultants' Qualifications; (E) Single-source Selection of consulting firms; (F) Selection of Individual Consultants; and (G) Single-source procedures for the Selection of Individual Consultants.
- (e) Review by the World Bank of Procurement Decisions. The Procurement Plan shall set forth those contracts which shall be subject to the World Bank's Prior Review. All other contracts shall be subject to Post Review by the World Bank.

# Article III Withdrawal of Grant Proceeds

- 3.01. Eligible Expenditures. (a) The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (i) Article III of the Standard Conditions; (ii) this Section; and (iii) such additional instructions as the World Bank may specify by notice to the Recipient (including the "World Bank Disbursement Guidelines for Projects" dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance 100% of Eligible Expenditures consisting of Goods and non-consulting services; Consultant Services; Training and Workshops; and Operating Costs inclusive of Taxes.
- (b) For the purpose of this Section, the term: (i) "Training and Workshops" means the costs associated with training and workshop participation of personnel involved in the implementation of the Project, including room and board, travel and subsistence costs for training participants, costs associated with securing the services of trainers, preparation and reproduction of training materials, and other costs directly related to training courses and implementation; and (ii) the term "Operating Costs" means the overhead costs, including operating costs incurred on account of the implementation of the Project such as office supplies and consumables, utilities, communications, mass media and printing services, vehicle rental, operation and maintenance, charges for the opening and operation of bank accounts required for the Project.

- 3.02. Withdrawal Conditions. Notwithstanding the provisions of Section 3.01 of this Agreement, no withdrawal shall be made for payments made prior to the date of countersignature of this Agreement by the Recipient, except that withdrawals up to an aggregate amount not to exceed \$200,000 equivalent may be made for payments made prior to this date but on or after October 1, 2012, for Eligible Expenditures.
- 3.03. *Withdrawal Period.* The Closing Date referred to in Section 3.06 (c) of the Standard Conditions is December 30, 2014.

# Article IV Recipient's Representative; Addresses

- 4.01. *Recipient's Representative*. The Recipient's Representative referred to in Section 7.02 of the Standard Conditions is its Executive Director.
- 4.02. *Recipient's Address*. The Recipient's Address referred to in Section 7.01 of the Standard Conditions is:

Institute for Financial Management and Research 24 Kothari Road Nugambakkam Chennai 600 034 India

Telex:

Facsimile:

+91 44 28273873 /

+91 44 28228192 /

28303453

28279208

4.03. World Bank's Address. The World Bank's Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development/ International Development Association 1818 H Street, N.W. Washington, D.C. 20433 United States of America

Cable:

Telex:

Facsimile:

**INTBAFRAD** 

**INDEVAS** 

248423 (MCI) or

1-202-477-6391

Washington, D.C.

64145 (MCI)

# **APPENDIX**

#### **Modifications to the Standard Conditions**

The Standard Conditions are modified as follows:

. . . .

The definition of "Member Country" in Section 17 of the Appendix, "Definitions," is modified to read as follows:

"17. "Member Country" means the member of the World Bank in whose territory the Project is carried out or any of such member's political or administrative subdivisions. If the Grant is extended by the World Bank to such member as a party to the Grant Agreement, the term "Member Country' and 'Recipient' refer to the same entity. If the Project is carried out in the territory of more than one member of the World Bank, 'Member Country' refers separately to each such member."