



World Food Programme

Terms of Reference

**Assessment of fortification of Mid-Day Meal Programme in
Dhenkanal, Odisha**





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1. Context:

Micronutrient malnutrition (MNM) is a major impediment to socio-economic development. For school children, it has long-ranging effects on health, learning ability and productivity and has high social and public costs due to high rates of illness, absenteeism and disability. Overcoming MNM is therefore a precondition for ensuring rapid and appropriate national development. Studies across the world shows that food fortification can lead to relatively rapid improvements in the micronutrient status of a population at a very reasonable cost, especially if advantage can be taken of existing technology and local distribution networks.

In view of the overall nutrition status of Odisha and the specific nutritional gaps in the intake of school age children, the Mid-Day Meal (MDM) scheme in the state provides a window of opportunity to address Micronutrient Deficiencies (MNDs) through fortification. *Fortification of school meals is one of the most efficient and effective route to alleviating micronutrient deficiencies in school children.*

2. Project Details:

Given the nature of micronutrient deficiencies and gaps in intake of most of micronutrients, amongst school children in the state of Odisha, the Department of School & Mass Education (DSME) of Government of Odisha (GoO) with support from WFP is initiating implementation of MDM fortification projects in the Dhenkanal (covering entire district), in Odisha.

The modalities of fortification to be used in *Dhenkanal project* will draw upon the past experience of WFP and will include use of multi-micronutrient fortified rice in some blocks and using the micro-nutrient powder (MNP) in the remaining blocks of Dhenkanal district. It is expected that these models of fortification in Odisha would offer the programmatic and logistics solutions to enrich the nutritive value of meals provided under the MDM based on which the Government of Odisha will scale up fortification of the mid-day meals. More details about the MDM fortification projects in the Dhenkanal district, are provided in Annex I.

3. Assessment of the Project:

While the project would have an in-built system of monitoring, for conducting the assessment of the project, WFP, in collaboration of GoO seeks proposals from external renowned research agencies with adequate qualifications, experience and capacity to conduct assessments a baseline and endline (after approximately 24 months of implementation)

The details of the same are discussed in following sections.

3.1. Objectives of the Study:

The assessment will provide a comparative study of operational feasibility and cost-effectiveness of both the models implemented in the project area and analyse the impact on levels of micro-nutrients. WFP proposes a quasi-experimental cross-sectional design with establishment of a counterfactual to study pre and post intervention effects along with analysis of attribution.

More specifically, the objectives are-

- Whether there is any change in the area under study?
- Was the change because of the intervention? (ATTRIBUTION)

- What factors were responsible for the change? (CONTRIBUTION)
- Operationally feasibility of two fortification approaches

Baseline study aims at bench-marking of key performance indicators and facilitating operational planning

End line survey will aim at assessment of performance of the project on output and outcome/impact indicators and conducting comparative operational feasibility and cost-benefit analysis

3.2. Study Parameters:

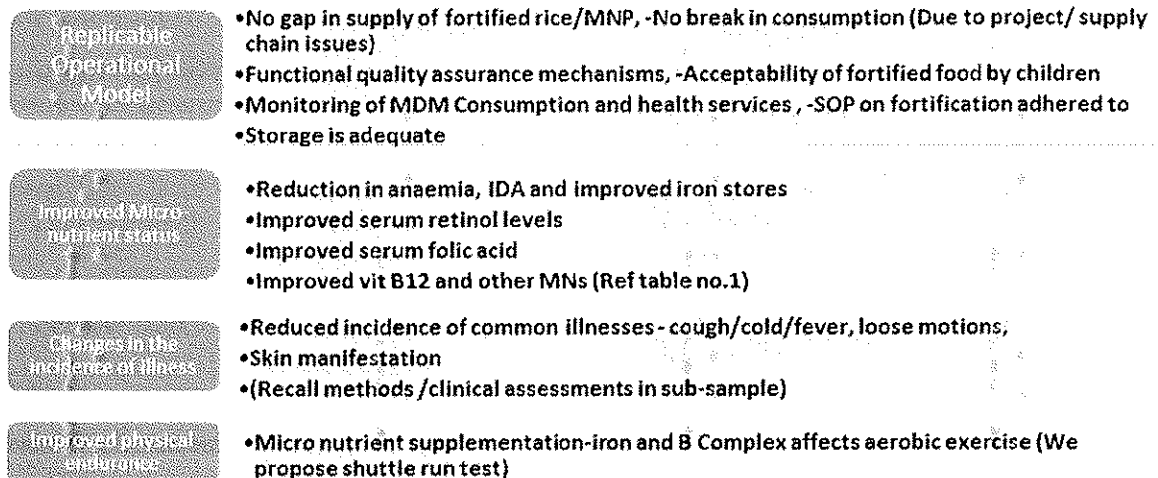
The agency should propose a list of parameters need to be assessed (but not limited to suggested parameters given as following) under the study to make valid statements at baseline and facilitate attribution of the results at endline.

- Micronutrient status, morbidity, physical endurance, awareness, MDM consumption pattern of children
- Enrolment, attendance, health-services, cooking-practices, use of double fortified salt and infrastructure in school
- Capacity and awareness of the concerned stakeholders
- Supply chain and quality assurance
- IEC material
- Model school kitchen in-line with overall GoO guidelines
- Comparative operational and cost analysis of the two models
- Recommendations and suggestions
-

3.3. Link with project objectives and Causal Pathways:

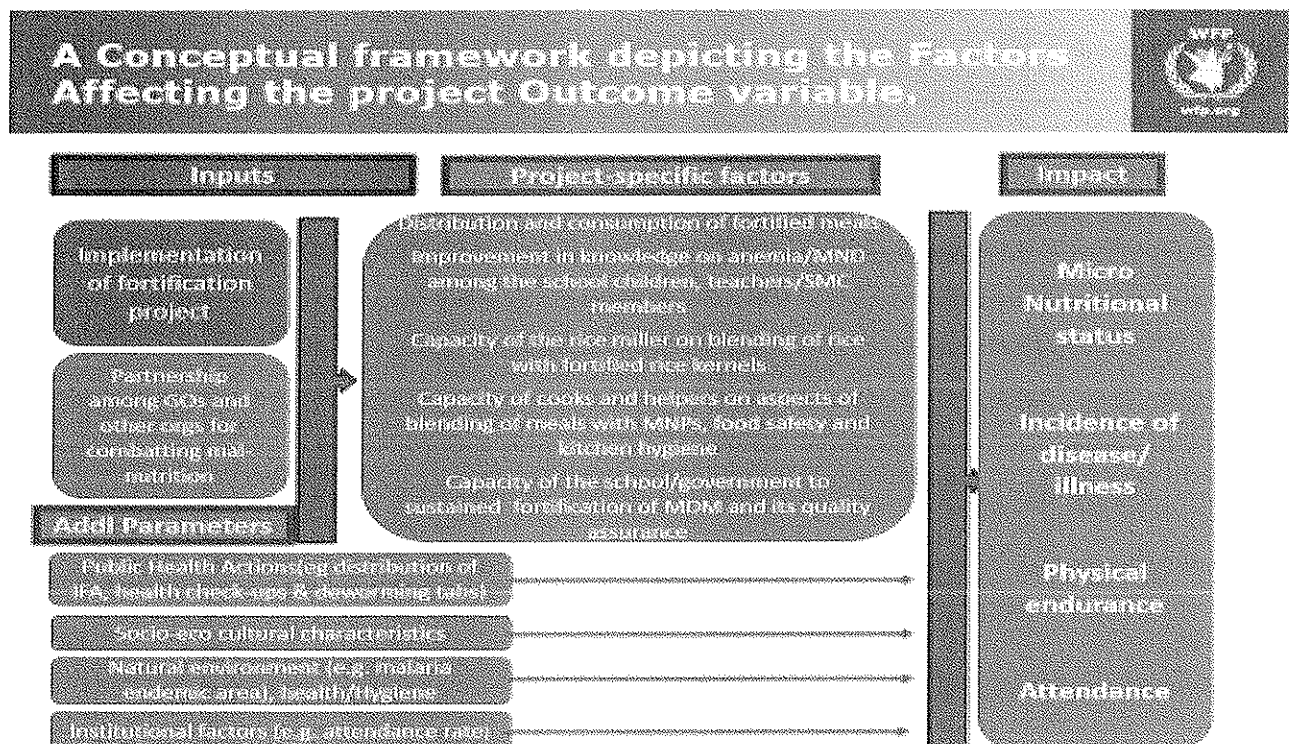
It is a well-documented fact that nutritional status is affected by several parameters and to undertake the attribution, one needs to clearly define the causal pathways (Figure 1) which will be used in the present study.

Figure 1. Framework showing causal pathways



This being a field based study with major focus on operational model and its efficiency, controlled environment required for efficacy trials/Randomized Control Trials will not be possible. An additional list of parameters, which potentially interfere with the results also need to be studied. The framework given below explain the various parameters that need to be studied.. The agency should formulate and suggest additional study parameters based on the project outcomes and outputs.

Figure 2. Factors affecting the project outcomes



3.4. Methodology:

The relevant data will be collected at appropriate level by using a combination of desk review, quantitative and qualitative methods as per WFP's corporate guidelines and indicator definitions or the suggested best methodology and tools.

Desk Review: Review of documents such as attendance register, admission register, MDM records/reports etc.

Quantitative Survey of School Children: Assessment of MDM consumption pattern, Morbidity profile, Awareness levels

Bio-chemical Assessment of Children: The key objective of the bio-medical assessment would be to measure and compare changes in project indicators i.e. change in Hb, zinc, Vitamin A, Folate, and Vitamin B12 level among children aged 6-14 years. Analyse the micronutrient status as listed below¹

Table 1: Proposed Biomarkers and Tests for the analysis of micronutrients

Micronutrient to be analyzed	Proposed biomarker	Laboratory test
Iron	Haemoglobin, Serum ferritin, Serum transferrin receptor, C-reactive protein (CRP), Alpha-1 acid glycoprotein	Haemoglobin- cyan meth or hemocue Serum ferritin, serum transferrin receptor, CRP - ELISA
Vitamin A	Serum retinol	HPLC
Folic acid	Serum folic acid	RIA
Vitamin B12	Serum Methyl malonic acid (this is the method of choice) or serum vitamin B12	Serum MMA:LC-MS/MS Serum vitamin B12:RIA
Zinc	Serum zinc	Atomic absorption spectrophotometer

Physical Endurance Assessment of Children: Examine the physical performance of children in terms of body endurance/aerobic capacity/ speed etc.

School facility survey: School facility survey would be conducted among the schools from where sample school children would be selected for the quantitative and bio-medical assessment in each of model during pre and post intervention phase. Thus using school facility checklist, 25 schools from each of the model areas would be surveyed.

Rice Mill Facility Survey: Survey would be conducted in the rice mill where the fortification would take place.

Qualitative assessment: Qualitative assessment would be carried out among the school teachers, head masters, rice-miller, community leaders and government officials to assess the impact, operational-feasibility and effectiveness of models in addition to various quality aspects.

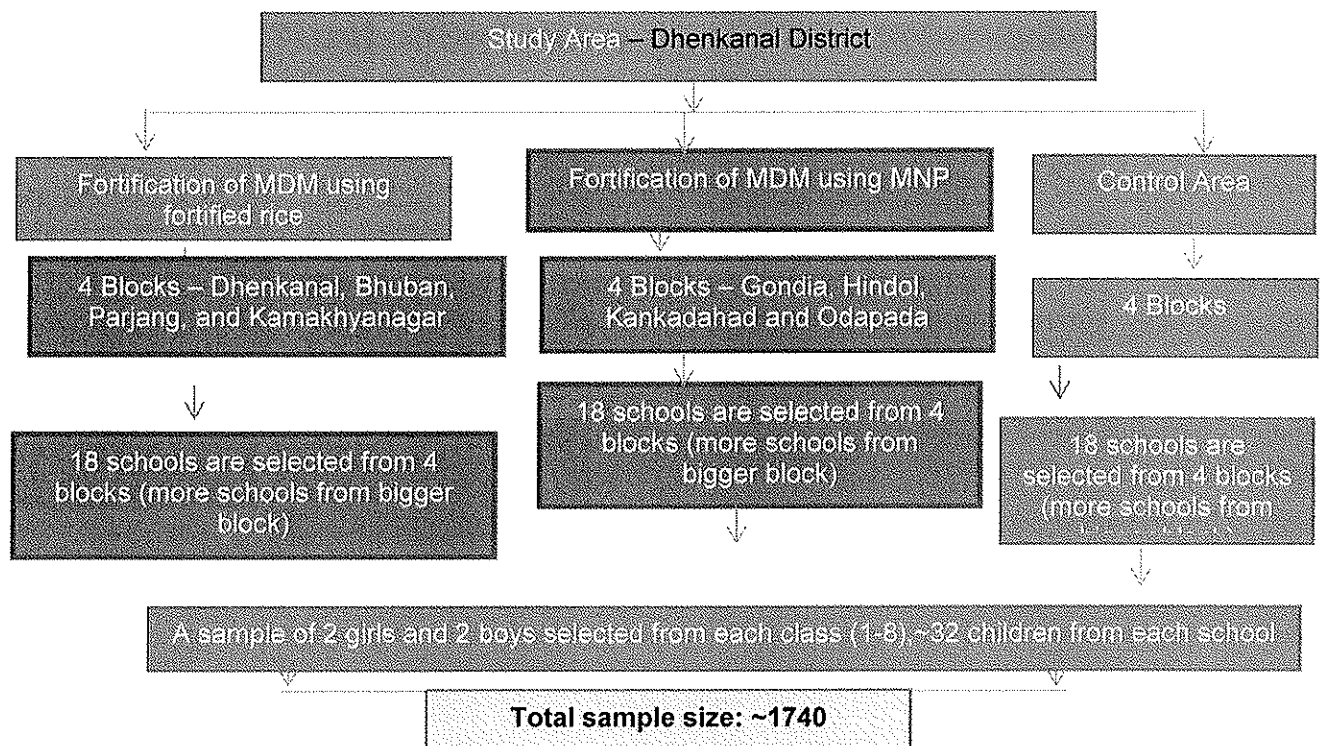
¹ Please note that final list of bio-markers will depend on the constituents of fortificants finalized

3.5. Sample Size and Design:

To measure changes, which could occur due to project interventions, sample size should be statistically adequate to identify and measure those changes. The study would be a **quasi-experimental cross-sectional design** to study **pre and post intervention effects with establishment of a counterfactual**.

To calculate sample size, a 95% confidence interval to capture a change in the range of 10-12 percent (anaemia levels could be taken as main parameter) with a margin of error of 0.05. The technical proposal should detail out the sampling plan (for the two project modalities and the counterfactual) further with due consideration of 10 percent non-response, design effect and other relevant parameters². The figure 3 below explains the same.

Figure 3. Framework showing Suggested Sample Design



² As per CAB, about three fourth children in the age group 5-9 are anaemic. Using that as a base to measure a potential change of approximately 12 percent overall and a design effect of approximately 1.2, and a non response error of 10 percent the sample size is 571 using formula-

$$n = D [(Z\alpha + Z\beta)^2 * (P1 (1 - P1) + P2 (1 - P2)) / (P2 - P1)^2]$$

4. Guidelines for the Proposal:

Technical Proposal (Weightage 70%): The contracted agency/consultant in the technical proposal (Format enclosed at Annex-II) is expected to detail out --

- a. Proposal should be submitted for Dhenkanal (Baseline and Endline) with most appropriate research methodology and sampling design, in line with the suggested methodology, which is cost effective, appropriate and statistically reliable and robust.
- b. **The agency will tie-up with an accredited laboratory with adequate experience and infrastructure supervised by a qualified pathologist.** Proposal must mention the details of biomarker measurements to be used along with the test specifications.
- c. **The proposal should also highlight the ethical considerations and clearances to be obtained by the agency. The ethical clearance obtained from the subject should be preserved for a period of three years.**
- d. End line assessment should facilitate statistically sound estimates for the programme comparison over with the baseline findings. The sample size and sampling method to be used for the survey should be clearly mentioned separately for baseline and end-line evaluation along with separate cost estimates.
- e. The training plan for the investigators should be clearly mentioned and the module for the same should clearly detail out the protocols and quality checks. The proposal should also clearly indicate the potential techniques to be used for measuring the change.
- f. **Quality Assurance and Oversight:** The proposal should clearly indicate the mechanisms in place to ensure the quality during the survey, data entry and analysis. WFP and GoO through technical agencies will also provide a supervisory and validation support to ensure that the study follows the defined protocols.

Financial Proposal (Weightage-30%): The format for the same is attached in Annex III. A separate proposal for baseline and endline should be submitted. The lab charges mentioning the cost of assessment of each biomarker should be costed in detail.

5. Specific Activities:

While a lot of information on tools could be leveraged from the tools used for Gajapati assessment, it might require some modifications. The specific activities include:

1. Consultation with concerned programme officers/staff from WFP & GoO,
2. Design of Study
 - a. Design of Data Collection Instruments
 - b. Pre-testing and finalization of Instruments in real life situation in One Village
 - c. Selection of Sample
 - d. Finalization of instruments in consultation with WFP
 - e. Development of training module for enumerators and supervisors

8. Essential Qualifications / Skills required:

1. Demonstrated proficiency in quantitative and qualitative social research, assessment of anthropometry and anemia, ability to assess complex situations, succinctly, distill critical issues, and draw forward-looking conclusions and recommendations.

2. Ability and experience to deliver quality reports within strict deadlines. Past experience and financial capabilities will be a pre-requisite.

3. The evaluation team must be led by a professional with a strong background in public health, epidemiology, community nutrition and development or related fields or demography; the team should also have personnel with adequate experience in assessment of biomarkers in the field surveys. The team leader/team may have to travel to project sites and New Delhi to hold discussions with project stakeholders. The team should be a combination of men and women to ensure sensitivity of survey questions to the community is met.

4. Demonstrated skills and knowledge in participatory surveys, qualitative and quantitative methodologies.

5. Extensive experience in monitoring and evaluation of development projects mainly in the field of nutrition, health and livelihoods.

6. Excellent communication skills in English and the local language. Demonstrated ability of report writing.

9. Deliverables:

The following documents should be submitted to WFP for both baseline assessment and end-line evaluation, both in hard and soft copy. Deliverables are not considered final until they are of high quality and approved by WFP:

1. Detailed work plan, sampling design and survey instruments & training manual for the field workers and manual for the field supervisors (Inception Report)
2. Plan of the survey in consultation with the concerned programme/ project officers
3. Chapter scheme of report and data analysis plan
4. Draft final report & dissemination workshop among stakeholders
5. Final Baseline and endline Report and a power point presentation on the reports
6. List of schools surveyed
7. Complete raw data set on CD in .DAT or. SPSS or excel format with complete listing of labels and definitions of each unit record
8. Presentation of the study findings to the concerned Department in Odisha and TAG committee in the presence of WFP staff.

Annexure II: MDM Fortification Project in the Dhenkanal District, Odisha

The mission of the project is to provide GoO with an operationally feasible and economically viable model to create a positive impact on the nutritional status of children for potential scale-up across the state. The assessment of the same could be achieved through comparing operational feasibility, cost effectiveness and impact of fortification of the mid-day meal using multi-micronutrient fortified rice vis-à-vis addition of multi-micronutrient powder (MNP) to cooked mid-day meals.

Expected Outcomes:

1. A replicable operational³ and cost-effective model of fortification (both MNP and rice kernel) is established for the potential scale-up in the state.
2. To reduce the prevalence of anaemia and improve the micronutrient status of the intended beneficiaries.
3. The incidence of morbidity / frequency and duration of common illness is reduced.

Expected Outputs:

4. Support provided for fortification of 1840 Metric Tonnes (MTs) of FCI rice for on-site cooking under the MDM programme in Dhenkanal district of Odisha.
5. Support provided towards fortification of 70,985 cooked mid- day meals every day over a period of one year using MNP powders in the district.
6. All intended MDM beneficiaries in the age-group of 6 to 14 years have access to fortified meals in all schools across the Dhenkanal district.
7. Capacity of the state government built for procurement of fortified rice kernels & MNP, fortification of mid-day meals and its quality assurance.
8. Capacity of the rice miller built on blending of regular rice with fortified rice kernels and quality assurance protocols.
9. Capacity of the school teachers built on fortification of the cooked mid-day meals.
10. Capacity building of cooks and helpers on aspects of food safety and kitchen hygiene.
11. Development and dissemination of information, education and communication material to strengthen and support effective practice of hygiene measures in the school kitchens by the cooks.
12. Setting up one model school kitchen per administrative block (total 8 block) in-line with overall GoO guidelines.

³ Operational model will be called workable and replicable if- a) No gap in in the supply of fortified rice and MNP to the schools, b) no break in consumption fortified meals in the schools c) quality assurance mechanisms is effectively functional, d) there is acceptability for the fortified meals in the schools ce) monitoring of MDM consumption and health services is streamlined, f) Standard operating procedures on fortification adhered to, g) Storage is proper. **The agency should further propose methodology to define and assess the operational effectiveness.**

Duration of the Project:

It is envisaged that the project would be of 33 months duration with 6 months of preparatory phase followed by 24 months of project implementation and 3 months for evaluation and hand-over of the project to the government.

Beneficiary Coverage:

It is expected that about 1,37,031 school children would be covered under the project through the MDM programme in the Dhenkanal district. The blocks of Dhenkanal, Kamakhyanagar, Bhuban and Parjang of Dhenkanal district will receive fortified rice while the blocks of Gondia, Hindol, Kankadahad and Odapada of the district will receive fortified cooked meals. The blocks are assigned to different modality of fortification based on stratified random sampling, using the indicators such as tribal population, literacy rate and other parameters related to water and sanitation as proxy for health status.

The details of beneficiary coverage, requirement of fortified rice and MNP is as follows:

<i>Block</i>	Fortification of MDMs using fortified rice			Fortification of MDM with MNP powders		
	<i>No. of schools</i>	<i>No. of beneficiaries</i>	<i>Rice tonnage to be used (MT)</i>	<i>Block</i>	<i>No. of schools</i>	<i>No. of beneficiaries</i>
Dhenkanal	268	22,866	633.88	Gondia	226	19,903
Bhuban	169	13,959	391.49	Hindol	267	19,712
Parjang	195	14,754	413.04	Kankadahad	218	16,219
Kamakhyanagar	199	14,467	400.79	Odapada	181	15,151
Total	831	66,046	1,839.2	Total	892	70,985

The annual requirement of fortified rice to cover the beneficiaries in the identified blocks would be approximately 1840 MTs and to fortify this tonnage of rice, 19 MT of FRK would be required. The tonnage for FRK includes the processing, handling and transportation losses of FRK. Likewise, the annual requirement for MNP fortifying the mid-day meals in the blocks selected under this modality will be 5 MT.

Project Approach and strategy with regard to MDM fortification:

WFP will implement the 2 models of fortification in Dhenkanal in close coordination with DSME, GoO at both the State and district level. It is proposed to fortify the rice with fortified rice kernels, which are manufactured by combining rice flour with micronutrients and converting this into rice-like kernels using appropriate extrusion technology. The micronutrient fortified rice kernels closely resemble the sheen, transparency, consistency and flavor of rice. In order to fortify the rice, these fortified rice kernels would be blended with the FCI rice in 1:100 ratio. This offers a unique opportunity to fortify the rice that would be used for on-site cooking of supplementary nutrition provided under the MDM programme. While in the other modality of fortification implemented in select blocks of the district, MNP in measured amounts will be added to the cooked and cooled curry dishes served in the MDM in schools.

The composition/micronutrient profile of the multi-micronutrient Fortified Rice Kernel (FRK) and MNP will be the same to facilitate comparison. The tentative micronutrient composition based on review of literature and experience from within India is as follows⁴:

MICRONUTRIENT	Form
Iron	Ferric pyrophosphate
Zinc	Zinc Oxide
Vitamin A	Vitamin A Palmitate
Thiamine	Thiamine mononitrate
Niacin	Niacinamide
Pyridoxine	Pyridoxine hydrochloride
Folate	Folic acid
Vitamin B12	Vitamin B12

For the blocks using fortified rice in the MDM, a rice miller and FRK manufacturer will be selected to ensure distribution of fortified rice to the schools. The fortified rice kernel producer will be required to deliver the FRK to the rice miller in Dhenkanal. WFP will equip the rice miller with blending equipment for fortification of the rice lifted by the miller from the government's Food Corporation of India (FCI) godown; the fortified rice will be further distributed to the schools through the government transporter.

For the blocks using MNP for fortification of the cooked mid-day meals, a system for delivery of the MNP till the schools will be worked out. The manufacturer of the MNP will deliver the same till a single identified location in the district, further distribution from this point will be through government systems. The MNP will be added to the curry cooked in the mid-day meals in the schools at pre-defined rates by the school Head-masters towards fortification.

To ensure that fortification of both cooked rice and cooked curry is at an adequate level, WFP will identify National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited laboratory within or outside the state where the cooked food samples would be tested for appropriate micronutrients. Each lot of the fortified rice kernels (FRK) or the MNP would be accompanied with a certificate of analysis from an NABL accredited laboratory. A system for validation of blending efficiency for the raw fortified rice using a digital weighing scale will be instituted in the rice mill.

The success of the project is inherent in the role of the grass root functionaries in the schools and school children, therefore capacity building sessions for the teachers and various awareness campaigns for the school children will be organized in Dhenkanal through an implementing partner.

The project activities would be regularly monitored to ensure that these are on track and that the envisaged project benefits are reaching the beneficiaries. Hence relevant records and registers would be regularly maintained to get comprehensive information on quantity of FRK used;

⁴ The actual composition depends on the expected recommendations from NIN.



tonnage of rice fortified; quantities of fortified rice distributed to the beneficiaries; tonnage of MNP used; and number of children benefited through the project.

Annexure III: Format for Technical Proposal

Suggested Format for Technical Proposal of Research Studies (30 pages maximum)

1. Introduction (Weightage: 20%)

1.1 Study Overview

Demonstrate understanding of context, programme objectives of the study and local context in which the study is to be conducted. Additional points, if any, that would improve the TOR.

2. Technical Approach (Weightage: 50%)

2.1 Research Questions

Please list the research questions to be answered in this study.

2.2 Methodology

Identify phases and detail strategy for the collection of information, specifically proposing what information will be gathered, from whom and how for each research question.

2.3 Sampling estimation and analysis Plan

Identify and discuss the population and sampling framework with clarity on rationale of the sampling plan. Also provide the detail analysis plan.

2.4 Detailed Work Plan

This should state major activities, field plan & supervision plan, time required for each, no. of persons involved etc. Please add a special section explaining how to ensure good quality of the data.

2.6 Deliverables and Reporting

Describe proposed content and availability of reports (draft and final) that will be made available to WFP.

3. Project Management (Weightage: 30%)

3.1 Descriptions of Proposed Staff (Management and Field)

Please explain in detail as to what would be the team composition and field data collection plan. How many teams and where. Also, explain your field presence or the network through which the data will be collected.

In tabular form, list each team member's name, current employment status with the organization (full time, part time, consultant, not yet appointed), proposed position in study, educational qualifications, years of relevant experience and relevant research experience.

3.2 Organizational Capabilities

3.2.1 Relevant Research / evaluation Experience

In tabular form, please provide the names of research / evaluation studies undertaken, sponsoring agency, study duration (yrs), activities conducted, and



sectors under study, with the research activities sponsored by UN agencies on the top.

3.2.2 Support and Infrastructure

Please detail the administrative and financial capacities available in your Organization plus any physical infrastructure (offices, technology/ softwares, transport) that will be used in this study.

Annexure IV: Format for Financial Proposal

Budget Estimate (Submit separately for baseline and end-line evaluation)					
Budget Items	Unit Costs (INR)	No. of Units	No. of Days	Total Costs (INR)	Comments
A. Direct Support Cost					
A.1 Project Personnel					
- Analyst					
- Coordinators					
- Enumerators					
- Supervisors					
- Trainers					
Sub-total					
A.2 Daily Allowance –(Food, Accommodation, Incidentals, etc.)					
- Coordinators					
- Enumerators					
- Supervisors					
- Trainers					
- Drivers (if any)					
Sub-total		0		INR 0	
A.3 Travel**					
- Coordinators					
- Enumerators					
- Supervisors					
- Trainers					
- Drivers (if any)					
Sub-total				INR 0	
B. Other Direct Cost					
B.1 Training					
- Rent of location					
- Food					
Sub-total				INR 0	
B.2 Data entry and validation					
- Data entry					
- Data validation					
Sub-total				INR 0	
B.3 Materials & other services					
- Developing the questionnaire					

- Translation & Replication of questionnaires					
- Stationary (training kit)					
- Printing of questionnaires and reports					
Sub-total				INR 0	
B.4 Miscellaneous / Other Costs					
Lab Charges**					
Sub-total					
TOTAL				INR 0	
C. Indirect Support Costs / Overhead Cost (if any)					
				INR 0	
Sub-total				INR 0	
GRAND TOTAL				INR 0	USD 0

Please don't include any cost of software and hard ware or vehicles etc. It is assumed that the agency already owns such technical equipment/facilities.

** Please add another table showing detailed costs for each lab test proposed as per table 1 of ToR



WFP GENERAL TERMS AND CONDITIONS

1. GOODS AND SERVICES DEFINED

Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw material, components, intermediate products and products which the Supplier is required to supply under the Purchase Order. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, transportation and such other obligations as required under the Purchase Order.

2. ACCEPTANCE OF PURCHASE ORDER

The Purchase Order may only be accepted by the Suppliers signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of the Purchase Order, as specified herein. Acceptance of the Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of the Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind the World Food Programme (WFP) unless agreed to in writing by a duly authorised official of WFP.

3. PAYMENT

Payment by WFP does not imply acceptance of the goods nor any related work or services under the Purchase Order. WFP shall, on fulfilment of the Delivery Terms, unless otherwise provided in the Purchase Order, make payment within 30 days of receipt of the Suppliers invoice for the goods, proof of despatch and any other documents specified in the Purchase Order. Payment against the invoice referred to above will reflect any discount shown under the payment terms of the Purchase Order, provided payment is made within the period required by such payment terms. Unless authorised by WFP, the Supplier shall submit one invoice in respect of the Purchase Order, and such invoice must indicate the Purchase Order identification number. The prices shown in the Purchase Order may not be increased except by express, written agreement of WFP.

4. TRADE TERMS

Whenever an INCOTERM is used in the Purchase Order, it shall be interpreted in accordance with the INCOTERMS 2000.

5. PRIVILEGES AND IMMUNITIES

Nothing in, or related to, these General Conditions or the Purchase Order shall be deemed a waiver, express or implied, of any privilege or immunity which WFP may enjoy, whether pursuant to the convention on Privileges or Immunities of the United Nations, or any other convention or agreement.

6. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. Accordingly, the Supplier authorises WFP to deduct from the Supplier's invoices any amount representing such taxes, duties or charges charged to WFP by the Supplier. Payment of such adjusted amount shall constitute full payment by WFP. In the event any taxing authority refuses to recognise WFP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with WFP to determine a mutually acceptable procedure. WFP may specifically authorise, in each instance, the Supplier to pay such taxes, duties or charges under protest. The Supplier shall then provide WFP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorised.

7. EXPORT LICENCES

Notwithstanding the INCOTERM used in the Purchase Order, the Supplier shall obtain any export licences required for the goods.

8. FITNESS OF GOODS AND PACKAGING

The Supplier warrants the goods, including packaging, conform to the specifications for the goods ordered under the Purchase Order and are fit for the purposes for which such goods are ordinarily used and for the purposes expressly made known to the Supplier by WFP, that the goods are new, of current manufacture and are free from defects in design, workmanship and materials. The Supplier also warrants that the goods are securely contained, packaged and marked, taking into consideration the mode(s) of shipment, in a manner so as to protect the goods during delivery to their final destination. Unless a longer period is specified in the Purchase Order or provided by the manufacturer, the Supplier warrants and certifies that it will repair or replace without expense to WFP or its clients any goods or components which prove to be defective in design, material or workmanship within one (1) year from the date such goods are placed in use.

9. AFTER SALES SERVICE

The Supplier shall maintain or provide a service organisation reasonably constituted to handle requests from WFP or its clients for technical maintenance, service, repairs and overhaul of goods.

10. INSPECTION

The duly accredited representatives of WFP shall have the right to inspect the goods called for under the Purchase Order at Supplier's stores, during manufacture, in the ports or places of shipment, and the Supplier shall provide all facilities for such inspection. Any inspection carried out by representatives of WFP, or any waiver thereof, shall not prejudice the implementation of the other relevant provisions of the Purchase Order concerning the obligations subscribed by the Supplier, such as warranty or specifications. Inspection of goods prior to shipment does not relieve the Supplier from any of its contractual obligations. WFP shall have ninety (90) days after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase Order.

11. SETTLEMENT OF DISPUTES

- (A) Amicable Settlement: The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Purchase Order or to the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
- (B) Arbitration: Unless, any such disputes, controversy or claim between the Parties arising out of or relating to the Purchase Order or the breach, termination or invalidity thereof is settled amicably under Clause 11 (A) within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties agree to be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF WFP OR THE UNITED NATIONS

Unless specifically authorised in writing in each instance by WFP, the Supplier shall not advertise or otherwise make public the fact that it is performing, or has performed, services for the WFP and/or the United Nations. The Supplier shall not use the name, emblem or official seal of WFP and/or the United Nations or any abbreviation of the name of WFP and/or United Nations for advertising or for any other purpose.

13. OFFICIALS NOT TO BENEFIT

The Supplier warrants that no official of WFP has received or will be offered by the Supplier any direct or indirect benefit arising from the Purchase Order or the award thereof. The Supplier agrees that breach of this provision is breach of an essential term of the Purchase Order.

14. LEGAL STATUS

The Supplier shall be considered as having the legal status of an independent contractor vis-à-vis WFP. The Supplier, its personnel and subcontractors shall not be considered in any respect as being the employees of WFP. The Supplier shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

15. SOURCE OF INSTRUCTIONS

The Supplier shall neither seek nor accept instructions from any authority external to WFP. Suppliers may not communicate at any time to any other person, government or authority external to WFP any information known to them by reason of their association with WFP which has not been made public, except in the course of their duties or by authorisation of the Executive Director or his designate; nor shall Suppliers at any time use such information to private advantage. The Supplier shall refrain from any action which may adversely affect WFP. These obligations do not lapse upon termination/expiration of the Suppliers agreement with WFP.

16. CHANGES

WFP may, at any time, by written instructions make changes within the general scope of the Purchase Order. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to the Purchase Order, an equitable adjustment shall be made in the order price, or delivery schedule, or both and the Purchase Order shall either be amended or terminated and reissued accordingly. No notification of or change in the terms of the Purchase Order shall be valid or enforceable against WFP unless it is in writing and signed by a duly authorised official of WFP.

17. TERMINATION FOR CONVENIENCE

WFP may terminate the Purchase Order, in whole or in part, upon notice to the Supplier. Upon receipt of notice of termination, the Supplier shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from WFP to the Supplier except for work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as WFP may request the Supplier to complete.

18. ASSIGNMENT AND INSOLVENCY

The Supplier shall not, except after obtaining the written consent of WFP, assign, transfer, pledge or make other dispositions of the Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under the Purchase Order. Should the Supplier be adjudged bankrupt, or should control of the Supplier change by virtue of insolvency, WFP may, without prejudice to any other rights or remedies, terminate the Purchase Order forthwith by giving the Supplier written notice of such termination.

19. RIGHTS OF WFP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of the Purchase Order, including, but not limited to, failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, WFP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: (1) procure all or part of the goods or services from other sources, in which event WFP may hold the Supplier responsible for any excess cost occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate the Purchase Order without any liability for termination charges or any other liability of any kind of WFP; (4) require the Supplier to ship at its own expense, via premium means, to meet the delivery schedule; (5) impose liquidated damages. Acceptance of goods delivered late shall not be deemed a waiver of WFP's rights to hold the Supplier liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Supplier's obligation to make future deliveries in accordance with the delivery schedule.

20. LIQUIDATED DAMAGES

Subject to Clause 21, late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Purchase Order value per day or part thereof. The assessment will not exceed 10 percent of the purchase order value. WFP has the right to deduct this amount from the Supplier's outstanding invoices, if any.

21. FORCE MAJEURE

Notwithstanding the provisions of Clauses 19 and 20, the Supplier shall not be liable for default or liquidated damages, if and to the extent that its failure to perform its obligations under the Purchase Order is the result of and event of Force Majeure. For the purposes of the Purchase Order, Force Majeure shall mean Acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of, either party and which neither party is able to overcome. As soon as possible after the occurrence of the Force Majeure, and within not more than fifteen (15) days, the Supplier shall give notice and full particulars in writing to WFP of such Force Majeure. If the Supplier is thereby unable, wholly or in part to perform his obligations and meet his responsibilities under the

Purchase Order, WFP shall then have the right to cancel the Purchase Order by giving, in writing, seven (7) days notice of termination to the Supplier.

22. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by WFP of the goods sold under the Purchase Order does not infringe on any patent, design, tradename or trademark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold WFP and the United Nations harmless from any actions or claims brought against WFP or the United Nations pertaining to the alleged infringement of a patent, design, tradename or trademark arising in connection with the goods sold under the Purchase Order.

23. TITLE RIGHTS

WFP shall be entitled to all property rights including, but not limited to, patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the organisation by the Supplier. At the request of WFP, the Supplier shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights transferring them to the organisation in compliance with the requirements of the applicable law.

24. INDEMNIFICATION

The Supplier agrees to indemnify, hold and save WFP harmless and defend at its own expense WFP, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising therefrom, with respect to, arising from or attributable to acts or omissions of the Supplier or its employees or subcontractors in or relating to the performance of the Purchase Order. This provision shall extend to, but shall not be limited to, claims and liability in the nature of product liability claims. WFP will promptly notify the Supplier of any such suit, claim, proceeding, demand or liability within a reasonable period of time after having received written notice thereof, and will reasonably cooperate with the Supplier, at the Supplier's expense, in the investigation, defence or settlement thereof, subject to the privileges and immunities of WFP. The Supplier shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with WFP against any moneys due or to become due for any work done or materials furnished under the Purchase Order, or by reason of any other claim or demand against the Supplier.

25. ANTIPERSONNEL MINES

The Supplier guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle WFP to terminate the Purchase Order immediately upon notice to Supplier, at no cost to WFP.

26. CHILD LABOUR

The Supplier represents and warrants that neither it, nor any suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle WFP to terminate the Purchase Order immediately upon notice to the Supplier, at no cost to WFP.



Procedure for conference call

Call one of these telephone numbers to start your conference:

1. Mumbai : (+91) 22 39804444
2. Bangalore: (+91) 80 67224444
3. Delhi : (+91) 11 66194444
4. Chennai : (+91) 44 66894444
5. Hyderabad :(+91) 40 66244444
6. Kolkata:(+91) 33 66324444

Enter the below conference ID and PIN when asked:

Conference ID: 1585794

Conference PIN: 9364