

**Empanelment of Individual and Institutional
National Level Experts (NLEs) in Rural Water Supply
and Sanitation Sector**

**Expression of Interest
(EOI)**

**Ministry of Drinking water and sanitation
Govt. of India**

No. W-11034/21/2008-DWS II
Government of India
Ministry of Drinking Water and Sanitation

9th Floor, Paryavaran Bhawan
CGO Complex, Lodhi Road
New Delhi-110003
Dated: 20th May, 2013

Subject: Empanelment of Individual and Institutional National Level Experts (NLEs) in Rural Water Supply and Sanitation Sector – regarding.

The aim of the Government of India is to ensure permanent drinking water security and safe sanitation to all in rural India, considering the guiding principles of potability, reliability, sustainability, convenience, equity and consumer's preference, while involving community actively right from planning stage. Water and Sanitation are State subjects. The Ministry of Drinking Water and Sanitation (MDWS), Government of India provides financial and technical assistance to State Governments in their efforts to provide safe drinking water and sanitation.

The National Rural Drinking Water Programme (NRDWP) guidelines have a provision of engaging Technical experts at the State level. As per the existing guidelines, it is the responsibility of the State Technical Agency (STA) to engage Technical experts on specific assignments. For preparation of reports/projects, the STA may depute Technical experts to the concerned district. Once such projects are prepared, the STA may hire subject matter specialists to examine these projects before they are submitted to the SLSSC for approval. For other tasks e.g. preparation of manuals, hand books, review of projects, field visits for overseeing implementation of new technology, impact assessment studies, etc. STA will hire the services of the Technical experts directly and involve them at the State level.

The Ministry of Drinking Water and Sanitation, Government of India also needs technical advice in policy formulation and implementation; to give technical assistance to State Departments in-charge of rural water supply and sanitation; to undertake specific technical reviews, seek special expertise and conduct technical enquiries, resource persons for capacity building, etc., in all States/UTs. To this end, this Ministry intends to engage both Individual and Institutional National Level Experts (NLEs) in Rural Water Supply and Sanitation Sector.

Detailed guidelines for engaging both Individual and Institutional National Level Experts (NLE) stating objectives and tasks for NLE, qualification and experience required, procedure for empanelment, orientation & training, deployment, reporting, financial terms and conditions are enclosed at **Annexure I**.

Interested applicants (Individual and Institutional both) fulfilling the criteria (qualification and experience) may submit their application as per formats enclosed (**Annexure II** : for Individual NLE ; **Annexure III** : for Institutional NLE) along with the requisite documentation in sealed envelopes super scribing “Applications for engagement as National Level Experts (For Individual/Institutional NLE, field of expertise)” to Statistical Officer (Stats Cell), Ministry of Drinking Water & Sanitation, Room No. 912A, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi – 110 003, **on or before 21st June, 2013 (05.00 PM)**. For any enquiry, Statistical Officer (Stats Cell) at telephone no. 011-24361052 may be contacted on any working day before the last date of submission.

(SANDHYA SINGH)
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Enclosures : Annexure I to III

Guidelines for engaging National Level Experts in Rural Water Supply and Sanitation Sector

1.0 Background

The aim of the Government is to ensure permanent drinking water security and safe sanitation to all in rural India, considering the guideline principles of potability, reliability, sustainability, convenience, equity and consumer's preference, while involving community actively right from planning stage.

Water and Sanitation are State subjects. The Ministry of Drinking Water and Sanitation (MDWS), Government of India provides financial and technical assistance to State Governments in their efforts to provide safe drinking water and sanitation.

The National Rural Drinking Water Programme (NRDWP) guidelines have a provision of engaging Technical experts at the State level. As per the existing guidelines, it is the responsibility of the State Technical Agency (STA) to engage Technical experts on specific assignments. For preparation of reports / projects, the STA may depute Technical experts to the concerned district. Once such projects are prepared, the STA may hire subject matter specialists to examine these projects before they are submitted to the SLSSC for approval. For other tasks e.g. preparation of manuals, hand books, review of projects, field visits for overseeing implementation of new technology, impact assessment studies, etc. STA will hire the services of the Technical experts directly and involve them at the State level.

The Ministry of Drinking Water and Sanitation, Government of India also needs technical advice in policy formulation and implementation; to give technical assistance to State Departments in-charge of rural water supply and sanitation; to undertake specific technical reviews, seek special expertise and conduct technical enquiries, resource persons for capacity building, etc., in all States / UTs. For this purpose, these guidelines on engaging both Individual and Institutional **National Level Experts (NLE)** has been formulated as under:-

2.0 Specific objectives and tasks for NLEs

- Technical Advise on
 - Implementation of rural water supply and sanitation programmes like NRDWP, WQM&S, Jalmani, TSC and NGP, etc. to MDWS and States.

- Project formulation / DPR preparation for drinking water supply.
 - Water chemistry, hydro-geology.
 - Improvements / up-gradation of water quality testing laboratories.
 - Water quality problems like arsenic, fluoride, iron, salinity, nitrate, new contaminants like uranium, heavy metals and treatment technologies.
 - Bacteriological contamination, JE / AES, health and nutrition linkages of drinking water and sanitation.
 - Developing district and State level Master Plans for water supply and Sanitation adopting saturation and conjoined approach.
 - Operation & Maintenance of water supply schemes.
 - Sustainability of drinking water supply sources and systems.
 - Safe sanitation, proper handling of water and hygiene practices and solid / liquid waste management, etc.
 - Achieving Total Sanitation in specific areas.
 - Sustainable technologies like Eco-sanitation.
 - Improving water use efficiency.
 - Innovative and latest water meters and flow meters.
 - Technologies like MIS, GIS / RS, Telemetry and SCADA.
 - Development of model villages with planned SLWM.
 - Different toilet models in various hydro-geological conditions.
 - ISO-9001 (quality management)/14001 (environmental management)/ AHSAS-18001 (Occupational safety management) accreditations to water supply projects, NABL accreditation to laboratories.
 - Research and Development areas.
 - Technology demonstration.
- Capacity Building
 - Handholding and rebuilding capacities of State level experts chosen / empanelled / nominated by the States under NRDWP and NBA.
 - To assess the effectiveness of training of National KRCs and State KRCs and to suggest corrective measures.
 - Provide resource support in conducting National / State level Workshops, training programmers.
 - Assistance in developing technical manuals / operational guidelines / publications / brochures / leaflets on water, sanitation, health and hygiene related issues.
 - To assist in planning and developing IEC materials and BCC tools.
 - To assist in HRD training, TNA Workshops, training calendars, designing modules.

- Impact assessment / evaluation
 - Evaluate technologies.
 - Conduct impact assessment / evaluation studies.
 - Impact assessment of drinking water and sanitation on health and nutrition.
 - Review of NGP villages.
 - Water and Energy audit.

- Others
 - Exploring sustainable and low cost technologies, use of new and renewable energy systems within and outside the country and advising MDWS and States.
 - Assisting the MDWS and States in providing legal opinions and assess legislative requirements for drinking water and sanitation.
 - Being a member of the Central Teams constituted by the Ministry from time to time on specific issues on water and sanitation.
 - To study and suggest specification for materials, design and standards of drinking water supply schemes.
 - To study and suggest specification for materials, design and standards of toilets.
 - Any other technical work referred to the Experts, by the Ministry of Drinking Water and Sanitation, GOI.

For conducting regular monitoring works on rural water supply and sanitation, special monitoring and complaint verification, the National Level Monitors empanelled by the Ministry of Rural Development will be deployed as per requirement and the guidelines set by them will be followed.

3.0. Coverage

NLEs shall cover the following programmes of the Ministry of DWS in the villages visited by them.

- National Rural Drinking Water Programme (NRDWP)
- Nirmal Bharat Abhiyan (NBA)
- Nirmal Gram Puraskar (NGP)
- Water Quality Monitoring & Surveillance
- Jalmani
- National Pilot Projects on water security
- Use of HGM maps

- Any other programme of Ministry of Drinking Water and Sanitation

4.0 Types of NLEs:

- Individual
- Institutional

5.0 Qualification and experience of Individual NLEs

Experts in the water and sanitation sector and related areas who have worked at senior positions (Deputy Secretary or equivalent and above of Government of India) in various Organizations, Universities, National Scientific and Educational Institutions or in the rank of SE or above in case of retired officer from State Departments dealing with rural drinking water and sanitation will be empanelled for utilizing their services.

Requirements for empanelment of experts are :-

- ❖ Relevant University degree in Civil/ Environmental/Public Health/ Chemical/Mechanical/Electrical/Electronics Engineering or Masters Degree in Science, Social Work, Finance, Hydro-geology, Applied Chemistry, Microbiology, Preventive Medicine, etc.
- ❖ And/or; At least 20 years of experience in senior position in any specific area relating to water and sanitation sector e.g. environmental engineering / science, water supply & sanitation engineering, repair and installation of water treatment plants and designing optimum cost distribution network, water auditing, Telemetry and SCADA, social auditing, energy auditing, new and renewable energy systems, impact assessment studies, ISO-14001 lead auditor, expertise in handling sludge / waste –water, ecological sanitation, geology, hydrology, chemistry, micro-biology, preventive medicine, specialist diagnosis, legal experts, creation of low cost local solutions by conjunctive use of water, special techniques in ground water recharge, Oorani development and revival of traditional ponds, roof-water harvesting, individual and environmental sanitation, design of toilets, solid and liquid waste management, carbon credits exchange for bio-gassifiers, community mobilization specialists, software solutions for reducing O&M cost, on-line monitoring.

The focus areas where expertise is specifically required include Water Quality, conventional Water treatment and distribution system design, Specific water treatment technologies including desalination, Operation & Maintenance, Source and System Sustainability, Use of New and Renewable energy in RWSS, Water and Energy Audit, Community Mobilization, IEC, MIS,HRD, Economics and

Accounting, Household sanitation technology, Toilet and pit designs for schools, Anganwadi and community complexes, Solid waste management, Liquid waste management, SSHE, Eco-Sanitation, Renewable energy, Legal issues, Health and Nutrition issues, Institutional development, Capacity building, Water use efficiency, Evaluation and Impact Assessment.

Retired professionals, retired Govt. of India and State Govt. officials, retired academicians and researchers from Universities Central or State Govt. Institutions who have worked in the sector in responsible positions are encouraged to apply. Women experts will be given priority.

Initially, about 30 NLEs are proposed to be empanelled in 7 broad sub-sectors as mentioned below. However, the number of experts in each sub-sector may vary depending on availability / varying requirements.

Sl. No.	Area of specialization	Specific subjects of review	Number of experts likely to be empanelled
1	Water Supply Engineering	Water Quality, conventional Water treatment and distribution system design, Specific water treatment technologies including desalination, Operation & Maintenance, Source and System Sustainability, Use of New and Renewable energy in RWSS, Water and Energy Audit.	4
2	Sanitation technology	Household sanitation technology, Toilet and pit designs for schools, Anganwadi and community complexes, Solid waste management, Liquid waste management, SSHE, Eco-Sanitation.	4
3	Impact assessment, data management and evaluation	Water use efficiency, Evaluation and Impact Assessment, ISO accreditation of projects, MIS.	4
4	Community mobilisation	Community Mobilisation, IEC,HRD, Institutional development, Capacity building.	6

5	Health, Hygiene, Nutrition and Legal issues	Health and Nutrition issues, legal issues.	3
6	Economics, audit and accountancy	Water and Energy Audit, Economics and Accounting.	2
7	Hydro-geology/GIS	GIS and Remote sensing applications, Source sustainability, drinking water security.	4
8	Water Quality	Water quality issues, review of water quality testing laboratories, field test kits, ISO/NABL accreditation of laboratories, etc.	3
	Total		30

(Those having only experience as above will also be eligible to apply)

6.0 Procedure for engaging National Level Experts

6.1 Empanelment of Individual NLEs

The Ministry of Drinking Water and Sanitation shall finalize the panel of NLEs to be engaged.

A background check in of the form of verification of antecedents etc. shall necessarily have to be carried out by the Ministry before empanelling any expert. Once empanelled, the experts may remain on the panel for a period of three years, subject to annual review (format at **Annex-IA**). An expert may, however, be removed / delisted due to age, non-satisfactory performance, etc. at any time by the Ministry, or may choose to resign at any time. Fresh empanelment may be ordered to replace the expert who may have resigned or who has been removed / de-listed, as and when necessary.

Identity Cards / Letter of empanelment may be issued to all NLEs. They are required to carry it with them during their visits. However, any misuse / abuse of these cards / letters shall be viewed seriously and if the misuse is proven, the National level expert will be summarily removed from the panel of empanelled experts.

6.2 Empanelment of Institutional NLEs

Institutional NLEs will also be involved in the scheme, limited to one or two non-government, including government-aided Institutions per State, or even Government Institutions subject to their availability and experience in social work, preferably in the rural drinking water and Sanitation sector. The selection of Institutional NLEs will be on the basis of screening by the Ministry of Drinking Water and Sanitation.

6.3 Orientation and Training

After empanelment, the NLEs including institutional NLEs should attend an Orientation Workshop to be organized by the MDWS to acquaint them with various aspects of the Programmes of the Ministry.

Post-training assessment shall be done by the NKRC to assess the effectiveness and impact of the training. The findings of this assessment may be used to design and improve the training modules for future.

Regular orientation workshops may be organized every year, at national or regional levels so as to keep the experts apprised of the latest changes and trends in the programmes. The experts are to be kept updated through the internet and web-site of the Ministry as well, by uploading relevant instructions, circulars and any other important information. State Government officers could also be invited to participate in the training sessions/workshops and encourage interaction with the NLEs.

6.4 Deployment of NLEs.

While applying for empanelment, the NLE may mention 2-3 States of their choice where they would prefer to take up assignment. The Ministry may not consider deputing NLEs to their home States except for specific assignments based on their competency and domain knowledge. However, the Ministry reserves the right to depute any NLE to any part of the country based on specific requirements.

Whenever a Minister or Senior Officer of the Ministry (at the level of Joint Secretary and above) is to tour any district of a State, one NLE of appropriate level may be deputed to assist in the visit. The NLE is required to visit the State in advance (if time permits) and gather sufficient information to brief the Minister / visiting Officer appropriately. An Institutional NLE will be deployed when any project/review/assessment/evaluation required by the Ministry is multi-sectoral in nature and require field specific experts for preparation of report.

6.5 Reporting mechanism

The visiting experts are required to submit a report to the Ministry, in the prescribed format.

A set of guidelines and instructions shall also be prepared by the Ministry, for taking up specific assignments. These should include details about the methodology to be followed and instructions to fill the formats, customized Check-list for inspection, etc.

The NLEs including Institutional NLEs should submit Report within 15 days of completion of visit and the submissions should also be web –based. After completing the field work and before returning, they should hold discussions with the District and State level authorities and present a summary of their findings.

The Ministry shall take up necessary follow-up action on the findings of the report of the NLEs and inform the State Governments suitable.

7.0 Financial Terms and Conditions

The terms and conditions of the charges admissible to the NLEs are as follows:-

7.1 Journey by rail/road/air:

i) Travel fare restricted to 2nd AC Class rail fare for journey by shortest route shall be reimbursed subject to production of tickets. Tatkal Sewa journey by train should normally be avoided. However, if it is availed of, reasons / justifications for availing the same should be given in TA bill. In case of place(s) not connected directly/indirectly by rail, Rs. 16/- per K.M for travel by public transport, ordinary taxi/own car or actual fare whichever is less will be paid, subject to production of receipt of the amount incurred by NLE. This will also cover tours from one village/block to another village/block during the visit and tour diary has to be maintained. If train facility is available and the NLE chooses to travel by road, he will be reimbursed the actual fare paid or 2nd AC Class fare of mail express train, whichever is less. Only one time to and fro traveling allowance and other charges will be admissible for one visit. NLEs may travel by Air but the reimbursement would be restricted to 2nd Class AC train fare. Government of India's instructions is to be followed for air travel. Officers retired at the level of Additional Secretary to the Govt. of India and above may travel by air in the cheapest economy class for which the actual fare will be reimbursed.

ii) In some urgent cases as well as in cases which involve travel to remote and difficult terrain areas, air travel permission by Economy class can be permitted from the last Rail

Head provided such places are not connected by rail and the distance involved is not less than 500 kms. Such permission will only be in exceptional cases and prior approval from the Ministry will be necessary in each case.

7.2 Local Transport Charges

i) NLEs would be entitled to claim local transport charges at a flat rate of Rs. 300/- for each journey between residence to Workshop venue, railway station/bus/airport/place of halt and back. However, no local transport charges will be paid where transport arrangements are made by district/state authorities for NLE visits.

ii) To claim local transport charges / ordinary taxi/own car charges (for internal visit for one village/block to another village / block), a certificate issued by the district / state authorities / agency is required to the effect that no transport was provided by District / State Authority/Agency for the local journey (including village to village) for which charges have been claimed. No transport charges will be paid where vehicle is provided by District/State authorities.

iii) To claim local transport charges, specific journey distance is required to be indicated in the appropriate column in the TA Form for timely settlement of claim.

7.3 Remuneration and duration of visit

i) NLEs would be given remuneration @ Rs. 1500/- per day (excluding journey period) for actual days of visits only. No remuneration would be payable if the absence from the district headquarter is less than six hours in a day i.e. the NLE is required at least six hours in a day in the village/GP/Block to which he is deputed for claiming remuneration for the day.

ii) The duration of visit to a district for general monitoring shall ordinarily be of 4 to 6 days. The duration of visit should not exceed 6 days excluding journey period.

iii) The duration of visit to a district for investigation/reviewing the specific complaints shall ordinarily be 3-4 days. The duration of visit should not exceed 4 days excluding journey period.

7.4 Report writing charges

NLEs would be entitled to claim report writing charges of Rs. 3000/- for preparation of report of one district subject to:

- i) The report should be neatly typed in a computer and duly bound.
- ii) Soft copy of the report in a compact disc (CD) should be given.
- iii) Three copies of the report are required to be prepared in cases of regular monitoring and one copy each should be sent to Distt. Collector, Chairman of Vigilance & Monitoring Committee and to the Ministry. In case of enquiry, the enquiry report is not required to be sent to DC/Chairman-V&MC.

7.5 Boarding/Lodging/enforced halt charges

In case arrangement for stay and meals are made by district / state authorities, no lodging and boarding charges would be payable. However, where no lodging or boarding arrangements are made by district / State authorities, NLE would be paid lodging charges limited to Rs 800/- per day and Rs.500/- boarding charges per day. NLE would be required to furnish a self-certificate that no subsidized / free lodging/boarding was provided by District/State for monitoring/investigation/reviewing of Rural Development Scheme(s) for which claim has been made. With regard to enforced halt, where night halt is involved and is unavoidable, the NLE would be paid lodging charges of Rs 800/- (one halt only) subject to production a receipt. For Officers retired at the level of Additional Secretary to the Govt. of India and above may be paid lodging charges of the Rs.2500/- per day of halt, limited to actuals.

7.6 Incidental charges (journey DA)

National Level Expert will be paid incidental charges (journey DA) as per following slab each way:

Up to 500 Kms.	Rs.150/-
501 Kms. to 1000 Kms.	Rs.350/-
Above 1000 Kms.	Rs. 500/-

7.7 Contingency Charges

NLE will also be allowed contingency charges of Rs. 400/- per district visited by him

7.8 Institutional NLEs

Institutional NLEs engaged by the Ministry will be paid an additional amount of Rs.5000/- per visit towards managerial cost over and above the applicable financial terms to individual NLEs who will be deployed by the Institutional NLE based on the requirements of the Ministry of Drinking Water and Sanitation.

Report Assessment & Quality Management System

PERFORMANCE REVIEW OF

NATIONAL LEVEL EXPERT (NLE)-INDIVIDUAL /INSTITUTIONAL

1. Name of the Expert(s):
2. Name of Institutional NLE (if applicable):
3. Report Topic:
4. State Visited:
5. Period of Present Assignment:

6. Max Marks: 100
7. Marks obtained: _____

Adherence to reporting guidelines(30%)

- Report Writing (30%)
 - Coverage of All Subjects Prescribed 20
 - Coverage of All Parameters Prescribed in the TOR 10

Quality of Findings / Reports (70%)

- Quality of Discussion / Interviews with officials 5
- Reasoning and interpretation 5
- Quality of probing of facts / situations 15
- Emphasis on field level findings 15
- Clarity of language in reporting 5
- Presentation of report 10
- Pictures – Add on information 5
- Success Stories / Case Study 10

Total Marks **100**

(To qualify for extension, any National Level Expert shall obtain at least 70%)

Format for empanelment of Individual National Level Experts

- 1. Name of the Expert:**
- 2. Date of Birth:**
- 3. Address for Correspondence:**

4. Contact landline number:

5. Fax number:

6. Mobile number:

7. E-mail ID:

8. Educational Qualifications:

Sl. No.	Degree obtained/Exam passed	Year of passing	Institution awarding the degree

9. Area of Specialization (as mentioned in the guidelines for NLEs):

Sl. No.	Area of Specialization

10. Service Details

- a. Designation:**
- b. Whether Central of State Government:**
- c. Organization/Department/Ministry:**
- d. Address:**

- e. Date of Joining the Service:**
- f. Date of Retirement/leaving the Service:**
- g. Service Category
(PSU/PSB etc.)**
- h. Last Basic Pay Drawn**

11. Chronological details of experience

Sl. No.	Positions Held	Institution	Period of holding the position	Major Job description

12. Participation in National/International Conferences

Sl. No.	Name of the Conference	Place where held	Period when held

13. Technical/Professional papers/articles published

Sl. No.	Name of the article published	Journal in which published	Period when it is published

14. Preferred States to undertake studies/visits:

15. Willingness to travel at short notice:

16. Computer Knowledge:

(MS Word/Internet use/email etc.)

17. State of Health:

I hereby declare that the details mentioned by me as above are true to the best of my knowledge and belief. I am enclosing photocopies of proofs for date of birth, educational qualifications and experience.

(Signature of Applicant)

Date:

Place:

Format for empanelment of Institutional National Level Experts

1. Name of the Institution:

2. Postal Address & Contact Details:

3. State:

4. Past Experience of Institution (whether any projects/assignment taken):

Sl. No.	Area of the Project/Assignment	Duration	Site of the Project/Assignment	Major Job description

(further pages may be added, if needed)

5. Team Composition/Experience of Key Personnel of the Institutions:

SI No.	Name of the Person (Designation)	Qualification & Expertise	Experience	Projects Completed so far

(further pages may be added, if needed)

6. Financial Strength of the Institution (turnover of last three years):

SI No.	Year	Amount (Rs. in Crores)

7. Any Other Information:

I hereby declare that the details mentioned by me as above are true to the best of my knowledge and belief. I am enclosing photocopies of proofs for date of birth, educational qualifications and experience.

(Signature of Applicant)

Date:

Place:

(DULY SIGNED & VERIFIED BY HEAD OF THE INSTITUTION)

Detailed Evaluation Criteria for empanelment of the National Level Experts - Individuals

S. No	Criteria	Max. Marks	Criteria Fixed for evaluation	marks
1	Educational Qualification	30		
1.1	Degree in the field of expertise asked for { candidates qualified on experience basis(any degree)}	20	Graduates	2
			Post Graduate	6
			Doctoral degree	20
1.2	Specific Degree or Diploma in water and sanitation	5		5
1.3	Use of MS Word, E-mail, Internet etc.	5		5
2.	Experience	60		
2.1	Total No. of Years of Experience	20	At the level of Equivalent to Secretary, GoI / Additional Secretary. GoI	20
			At the Level of Equivalent to Joint Secretary, GoI	15
			At the Level of Equivalent to Director / Dy. Secretary to GoI	10
2.2	Experience in the field of Water and sanitation	20	No. of Years (max. 20)	20
2.3	Experience of working in the social sector / rural areas	20	No. of Years (max. 20)	20
3.	Languages Known	10		
			Only English or Hindi	2
			English/Hindi and one official Language	4
			English/Hindi + Two official Languages	6
			English/ Hindi + Three official Languages	8
			English/Hindi + Four official Languages	10

Detailed Evaluation Criteria for empanelment of the National Level Institutional Experts

S. No	Criteria	Max. Marks	Criteria Fixed for evaluation	Weights
1	Past Experience of the Institution	40%		
	Number of years of total experience	10%	Less than 3 years	0%
			3 yrs to Min no. of years observed	50%
			Min no. of years observed to Median	75%
			Above Median no. of years	100%
	Past Experience of assignments of similar nature (Excluding Water and Sanitation)	10%	No Assignments	0%
			1 Assignment	25%
			2 to 4 Assignments	50%
			Above 5 Assignments	100%
	Past Experience in carrying out work/Projects in Water and Sanitation sectors	20%	No Assignments	0%
			1 Assignments	50%
			2 to Median no. of Assignments	75%
			Above Median no. of Assignments	100%
2.	Experience of Key Personnel	50%		
	No. of Key Permanent Personnel	15%	Water and sanitation experts etc.	75%
			No professionals	0%
			1-2 professionals	75%
			More than 2 professionals	100%
			Other than water and sanitation experts etc.	25%
			No professionals	0%
			Minimum to Median no. of professionals	50%
	More than Median no. of professionals	100%		
	Qualifications	10%	% of professionals in Engineering , Other Post graduate or Doctoral degrees out of total	
			Less than 25%	25%
			25% to 49%	50%
			50% to 75%	75%
			Above 75%	100%
	Relevant Experience	25%	Minimum to Median	50%
			Above Median	100%
3	Financial Strength of the consultant	10%		
	Turnover figures of last 3 yrs	10%	Less than Rs.1 cr	0%
			Rs.1cr. - Rs.5 cr	75%
			Above Rs. 5 cr	100%

STANDARD FORM OF CONTRACT

CONTRACT FOR CONSULTANT'S SERVICES

Between

Ministry of Drinking Water & Sanitation, Govt. of India

And

(Name of the Consultant)

**Subject: Empanelment of Individual and Institutional National Level
Experts (NLEs) in Rural Water Supply and Sanitation Sector**

Dated:

This CONTRACT (hereinafter called the "Contract") is made on the (day) day of the month of (month), (year) between the Ministry of Drinking Water & Sanitation, Government of India, CGO Complex, New Delhi (name of Employer), (hereinafter called the 'Employer') of the First Part and, (name of consultant) (hereinafter called the 'Consultant') of the Second Part.

WHEREAS:

- (a) the Consultant, having represented to the "Employer" that he has the required professional skill, personnel and technical resources, has offered to provide the services in response to the Tender Notice dated issued by the Employer;
- (b) The "Employer" has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

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

- (i) Conditions of Contract
- (ii) Appendix: Terms of Reference

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

- (a) The Consultant shall carry out and complete the Services in accordance with provisions of the Contract; and
- (b) the " Employer" shall make payments to the Consultant in accordance with 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.

In the presence of:

Signed by:

- 1. For and on behalf of the (Ministry of Drinking Water & Sanitation, Govt. of India)

Witnesses:

- (i)
- (ii)

[Authorised Representative]

- 2. For and on behalf of the (Name of the Consultant)

Witnesses:

- (i)

(ii)

[Authorised Representative]

[Note: If the Consultant is a Consortium, then the Leader of Consortium and other members should sign in the following manner:]

3. Other Members of Consortium

- (i) [name of member]
[Authorised Representative]
- (ii) [name of member]
[Authorised Representative]

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b): "Employer" means Ministry of Drinking Water and Sanitation, Govt. of India.
- (c) "Consultant" means any private or public entity that will provide the Services to the Employer" under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this Contract and the Appendices.
- (e) "Day" means calendar day.
- (f) "Effective Date" means the date on which this Contract comes into force
- (g) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- (h) "Government" means the Government of India
- (i) "Local Currency" means Indian Rupees.
- (j) "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means professionals and support staff provided by the Consultants assigned to perform the Services or any part thereof .
- (l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in the RFP hereto.
- (m) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (n) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (o) "In writing" means communicated in written form with proof of receipt.

1.2 **Relationship Between the Parties:** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 by registered post to such Party at the following address:

Joint Director,
Stat/M&E Division,
Room No. 912A, 9th Floor,
Ministry of Drinking Water & Sanitation,
Paryavaran Bhawan, CGO Complex,
Lodhi Road, New Delhi

Consultant:

Attention:

Address with Communication details:

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in Clause 1.5.1.

1.6 States/districts covered: All States / UTs.

1.7 Taxes and Duties: The Consultant shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.8 Fraud and Corruption:

1.8.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants to observe the highest standard of ethics during the execution of the Contract. In pursuance of

this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants,

with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.8.2 Measures to be taken by the Employer: The Employer may, if it determines at any time that the Consultant or Representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract,

(a) terminate the Contract, and /or

(b) declare the Consultant ineligible, either indefinitely or for a Stated period of time, to be awarded a contract .

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT:

2.1 Effective Date of Contract: This ‘Contract’ shall come into force and effect on the date of execution/signing of ‘Contract’ by the ‘Parties’.

2.2 Commencement of Services: The Consultant shall begin carrying out the Services not later than 15 days after execution of the Contract.

2.3 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within 15 days after execution, Employer may, by not less than 7 days written notice to the other Party, declare this Contract to be null and void, and in such event, Consultant shall have no claim against the Employer with respect hereto.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause 2.3 or 2.8 hereof, this Contract shall expire at the end of 1 year after the Effective Date as specified in Clause 2.1 unless further extended by the Employer.

2.5 Modifications or Variations: (a) 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.

2.6 Force Majeure

2.6.1 Definition

(a) For purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder

impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies)

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party (ii) any event which a diligent Party could reasonably have expected and taken into account at the time of conclusion of this Contract,

(c) Insufficiency of funds or non-availability of personnel.

2.6.2 No Breach of Contract: 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.

2.6.3 Measures to be taken:

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

(b) 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 7 days following 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.

(c) 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.

(d) 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 "Employer", shall either:

(i) Demobilize; or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8.

2.7 Suspension: The "Employer" may, by written notice, suspend all payments to the Consultant hereunder, if the Consultant fails to perform any of its obligations under

this Contract, including carrying out of the Services, provided that such notice of suspension shall (i) specify the nature of the failure, and (ii) allow the Consultant to remedy such failure within a period not exceeding 7 days after receipt of such notice.

2.8 Termination

2.8.1.1 Termination by the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in following paragraphs (a) through (h) of this Clause:

- (a) If the Consultant fails to remedy a failure in performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 7 days of receipt of such notice or within such further period as “Employer” may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or go into liquidation or receivership.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.
- (d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Employer” a false Statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services and for any such deficiency, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve quality of the services.
- (h) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of more than 30 days.
- (i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.1.2 In such an occurrence the “Employer” shall give a written notice of not less than 7 days for termination of the Contract.

2.8.2 Termination by the Consultant: The Consultant may terminate this Contract, by not less than 7 days’ written notice to the “Employer”, in case of occurrence of any of the events specified in following paragraphs (a) through (d) of the this Clause:

- (a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within 15 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 30 days.
- (c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.
- (d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within 7 days or the period agreed by the Consultant on receipt of the Consultant’s notice specifying such breach.

2.8.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, 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 3.3 hereof, (iii) the Consultant’s obligation to permit inspection and copying of their records set forth in Clause 3.5 and 3.6 hereof, and iv) any right which a Party may have under the Law.

2.8.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, 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 expenditure for this purpose to a minimum.

2.8.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 2.8.1 or 2.8.2 hereof, the “Employer” shall make the following payments to the Consultant: (a) If the Contract is terminated pursuant to Clause 2.8.1 (g), (h) or 2.8.2, remuneration pursuant to Clause 6.3(h) hereof for Services satisfactorily performed prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.8.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable under such circumstances, upon termination, the “Employer” may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to “Employer” within 15 days of termination date.

2.8.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 7 days after receipt of notice of termination from the other Party, refer the matter as provided under Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the decision in the matter.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

- 3.1.1 **Standard of Performance:** The Consultant shall perform the Services and carry out their obligations hereunder 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 Personnel. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer”’s legitimate interests in any dealing with Third Parties.
- 3.1.2 **Performance Guarantee:** The Consultant shall furnish a performance security, in the form of Bank Guarantee for an amount equal to 5% of the total annual cost of the project, which shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
- 3.2 **Conflict of Interests:** The Consultant shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.
- 3.2.1 **Consultant and Affiliates Not to Engage in Certain Activities:** The Consultant agrees that, during term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing services resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.
- 3.3 **Confidentiality:** The knowhow generated from the Project would be the property of the ‘Employer’. Except with prior written consent of the “Employer”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 **Subcontracts:** the Consultant should execute the ‘Services’ through its own technical manpower and will not outsource the job, completely or partially, through any other consultant.
- 3.5 **Monitoring and Reporting Obligations:** The “Consultant” shall extend all facilities to Consultancy Monitoring Committee (CMC), as also experts and officers assigned by the “Employer” to monitor progress of the assignment, to oversee that the assignment is as per RFP/TOR and contractual conditions and to assess quality of deliverables and to accept/reject in part of the assignment, (b) The Consultant shall submit to the “Employer” draft report within 2 months of award of assignment and make presentation of draft report before the Employer, and submit 20 copies of the final report within 10 days after the approval of the draft report by

the “Employer”. Final report shall be delivered in pen drive in addition to the hard copies as specified in TOR.

3.6 Documents Prepared by the Consultant to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof.

4. CONSULTANTS’ PERSONNEL:

4.1. Description of Personnel: The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal.

4.2. Removal and/or Replacement of Personnel:

(a) If, for any reason beyond reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with performance of any of the Personnel, then the Consultant shall, at the “Employers written request specifying the grounds therefore, forthwith provide appropriate replacement by a person with equivalent or better qualifications and experience.

4.3 The Consultant shall nominate a Team Leader for the period of the assignment who will not be changed during the course of the assignment.

5. OBLIGATIONS OF THE “EMPLOYER”

5.1 Assistance and Exemptions: The “Employer” shall provide to the Consultant any such assistance as may be appropriately required in connection with the assignment, such as issue of instructions to the concerned officials of Government/organization, as may be necessary or appropriate for the prompt and effective performance of the Services.

5.2 Payment: In consideration of the Services performed by the Consultant under this Contract, the “Employer” shall make to the Consultant such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

- (a) The total cost of the Services payable (inclusive of all taxes, service charges etc.) is, as per the consultant's proposal to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under Clause 2.5 and subject to Clause 6.3, payments under this Contract shall not exceed the amount specified in Clause 6.1(a).

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment:

- (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payments in respect of the Services shall be made either in three installments as per terms & conditions given below:
- b) First installment of 20% of the total fee will be paid on completion of process up to the level of allocation of applicant PRIs to survey agencies.
- c) Second installment of 50% will be paid after scrutinising the field verification reports and comparison with the re-verification reports and finalisation of list of awardees.
- d) Third & Final installment of 30% will be paid on completion of work in all respect i.e. after award function to the satisfaction of the Ministry

The same terms will be applicable in the subsequent years also.

- (e) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. If the deliverables are not found to be acceptable by the Employer or the consultant has not carried out the work, he shall be liable to refund the advance of installment, if any, released to the consultant. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
- (f) Final Payment: The final payment shall be made only after acceptance of all the deliverables as indicated in the TOR. The Services shall be deemed completed and Report finally accepted by the 'Employer' unless the 'Employer' gives a written notice to the 'Consultant' specifying in detail deficiencies in the 'Services', within 30 days of receipt of final Report and relevant documents. The 'Consultant' shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- (g) For the purpose of payment under Clause 6.3 (b) above, acceptance means: acceptance of the deliverables by the Employer after submission by the Consultant and Consultant has made

presentation to the Employer with/without modifications to be communicated in writing by the Employer to the Consultant.

- (h) If the deliverables submitted by the Consultant are not acceptable to the Employer, the Employer shall not release payment due to the consultant. This is without prejudice to the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the Report and is accepted by the Employer.
- (i) All payments under this Contract shall be made to the account of the Consultant.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- (i) In case of early termination of the contract, the payment may be made to the consultant on pro-rata basis in respect of the services, which are found to be useful to the Employer.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: 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.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 15 days following the response of that party, clause 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of sole arbitrator appointed by the Secretary of the Ministry of Drinking Water and Sanitation. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrator shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall State the reasons for the award.

9. LIQUIDATED DAMAGES:

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the consultant party agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 50% of the total value of the contract .

9.3 The liquidated damages shall be applicable under following circumstances:

(a) Penalty @ 5% of the released amount will be imposed on the Consultant in the event of the delay up to 1 month in submission of Report as per schedule until extended by the Employer and after two months additional penalty @ 1% for each fortnight period.

(b) If the Report is not acceptable to the Employer as mentioned in Clause 6.3 (c), and defects are not rectified to the satisfaction of the Employer within 15 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of released amount for every fortnight or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, agent(s), engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (vii) It is acknowledged and agreed by all Parties that the staff employed for the project are not employees of Employer and there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.
