

**The Evaluation Study on Total Sanitation  
Campaign(TSC), Renamed As Nirmal  
BharatAbhiyan (NBA)**

**Request for Proposal  
(RFP)**

**{With respect to MDWS Letter No. 11042/41/2012 –CRSP (Vol II)  
dated 24.1.2014}**

**Ministry of Drinking Water and Sanitation  
Government of India**

File No. W.11042/41/2012-CRSP  
Government of India  
Ministry of Drinking Water and Sanitation

**Subject: THE EVALUATION STUDY ON TOTAL SANITATION CAMPAIGN  
(TSC), RENAMED AS NIRMAL BHARAT ABHIYAN (NBA)**

The detail Terms of Reference (ToR) for the above proposed study are enclosed at Annexure-I Organisation /Agency, wishing to undertake the above evaluation work are required to submit technical and financial bids in separate sealed envelopes, in the prescribed format at Annexure-II and III.

The Technical and Financial bids should be in separate envelopes super-scribing "Technical Bid" and "Financial Bid". Both sealed envelopes (containing technical/financial bids) are to be submitted to this Ministry in a common sealed envelope clearly superscribed "Bids for Engaging Org./ Agency for Evaluation of TSC(NBA)", and bearing the name and address of the bidder Organization/Agency. The work will be awarded to only one bidder /Nodal agency

Technical Bid should be submitted in the prescribed format as per **Annexure-II** along with Bid Security amounting to Rs.1,50,000/- (Rupees one lakh and fifty thousand only ) in the name of the Pay and Accounts Officer, Ministry of Drinking Water & Sanitation, New Delhi and in the form of Bank Guarantee/Demand Draft issued by a Commercial Bank valid for a period of 45 days beyond the final bid validity period.

Financial Bid should be submitted in the prescribed format as per **Annexure –III**. The Bid amount quoted should be inclusive of all taxes & charges and for the contract period (12 months).

The bids shall be submitted to Smt. Christina Kujur, Under Secretary (NBA), Ministry of Drinking Water & Sanitation, Government of India, 12th Floor, ParyavaranBhawan, CGO Complex, Lodhi Road, New Delhi, within 21 days from the publication of the advertisement. Bids received late, or not received in prescribed format, will not be accepted.

The technical and financial bids shall be opened and would thereafter be evaluated by a Committee constituted for the purpose by adopting Combine Quality cum Cost Based System (CQCCBS). The tender process would give 70% weightage to Technical Bids and 30% weightage to Financial Bids. The details is placed **Annexure–VI**.

The selected /Organization /Agency has to start the study immediately after its award, and each of the deliverables would be completed as per the time frame in the TOR. In case the selected Organization /Agency declines to take up the study after a notice of award has been issued, it would be barred from applying for any study, evaluation or assistance of any kind from the Ministry of Drinking Water and Sanitation, Government of India.

The decision of the Bids Evaluation Committee shall be final, and no enquiries or application for review, shall be entertained.

(SujoyMojumdar)  
Director

Enclosure: Annexure-I to VII

**Government of India  
Ministry of Drinking Water and Sanitation**

**THE EVALUATION STUDY ON TOTAL SANITATION CAMPAIGN (TSC),  
RENAMED AS NIRMAL BHARAT ABHIYAN (NBA)**

**TERM OF REFERENCE (TOR)**

**1. Background**

Individual Health and hygiene is largely dependent on adequate availability of drinking water and proper sanitation. Therefore, there is a direct relationship between water, sanitation and health. Consumption of unsafe drinking water, improper disposal of human excreta, improper environmental sanitation and lack of personal and food hygiene have been major causes of many diseases in developing countries. India is no exception to this.

Efforts of the State Governments for promoting rural sanitation were supplemented from 1986 till 1999 by the Central Government under the centrally sponsored Rural Sanitation Programme (CRSP) and thereafter from 1999 under the Total Sanitation Campaign (TSC). Total sanitation Campaign (TSC) was launched as demand driven, community led programme with major IEC inputs to make sanitation a felt need of the people. Financial incentives were provided to Below Poverty Line (BPL) households for construction and usage of individual household latrines (IHHL) in recognition of their achievements. Assistance was also extended for construction of school toilet units, Anganwadi toilets and Community Sanitary Complexes (CSC) apart from undertaking activities under Solid and Liquid Waste Management (SLWM).

To give a fillip to the TSC, Government of India also launched the Nirmal Gram Puraskar (NGP) that sought to recognise the achievements and efforts made in ensuring full sanitation coverage. The award gained immense popularity and contributed effectively in bringing about a movement in the community for attaining the Nirmal Status thereby significantly adding to the achievements made for increasing the sanitation coverage in the rural areas of the country.

To accelerate the sanitation coverage, Total sanitation Campaign (TSC) was revamped as Nirmal Bharat Abhiyan (NBA). The modified provisions were made applicable with effect from 1.4.2012. The objective of NBA is to achieve sustainable behavioural change with provision of sanitary facilities in entire communities in a phased, saturation mode with ‘Nirmal Grams’ as outcomes. The new strategy is to transform rural India into ‘Nirmal Bharat’ by adopting community saturation approach. NBA goal is to achieve 100% access to sanitation for all rural households by 2022. Detailed provisions under Nirmal Bharat Abhiyan are as under:

- Under NBA, the provision of enhanced incentive of Rs. 3200/- and 1400/- for each toilet (Rs. 3700/- and Rs. 1400/- in case of hilly and difficult areas) for individual household latrine units has been made and the same was widened to cover all APL households who belong to SCs, STs, small and marginal farmers, landless labourers with homesteads, physically challenged and women headed households along-with all BPL households w.e.f. 1.4.2012
- In addition upto Rs. 4500 (now revised to Rs.5400/-) to be booked under Mahatma Gandhi National Rural Employment Guarantee Scheme for construction of the toilet is permitted
- Solid and Liquid Waste management (SLWM) in project mode for each Gram Panchayat (GP) with financial assistance capped for a GP on number of household basis to enable all Panchayats to implement sustainable SLWM projects. A cap of Rs. 7/12/15/20 lakh to be applicable for Gram Panchayats having up to 150/300/500/ more than 500 households respectively on a Centre and State/GP sharing ratio of 70:30. Projects to be prioritized in identified GPs targeted for Nirmal status and those that have already been awarded Nirmal Gram Puraskar (NGP). Any additional cost requirement to be met from the State/GP.
- IEC funding was made in the ratio of 80:20 between GOI and the State Governments and the total IEC cost including start up grant was limited to 15% of the total project cost. Funds for capacity building of all stakeholders including Panchayati Raj Institutions (PRIs) and field level implementers have been in the ratio of 80:20 between GOI and the State Governments and were limited to 2% of the IEC budget.
- Administrative component to be specified under the project may be up to 4 per cent of the total district project outlay

## **2. Programme Components**

1. Start-up activities
2. Information, Education and Communication (IEC)
3. Construction of Individual household Latrines
4. Rural Sanitary Marts and Production Centers
5. Provision of Revolving Fund in the District
6. Community Sanitary Complex (CSC)
7. Institutional Toilets
  - (i) School Toilets
  - (ii) Anganwadi Toilets
8. Solid and Liquid Waste Management

## 9. Administrative Charges

### 3. Need for the Evaluation Study of TSC/NBA

The main purpose of the study is to evaluate Nirmal Bharat Abhiyan (NBA) earlier known as Total Sanitation Campaign (TSC) for availability and usage of sanitation facilities in rural areas in the country and its related impacts on health, education, gender empowerment, social inclusion in rural areas on different user groups particularly the rural poor in the last decade. This study should also assess the durability and sustainability of the provision and usage of sanitary facilities over time. The rationale of the present evaluation study will be to make any revision in the components and guidelines of Nirmal Bharat Abhiyan (NBA) so as to reach the goal of 100% sanitation coverage under NBA earlier known as TSC and usage in rural areas of the country by 2022. The study will provide a State level/ National level report on assessment of NBA/TSC.

Ministry of Drinking Water and Sanitation (MDWS), Government of India intends to engage Nationally/Internationally reputed consultancy organizations and research institutes, Socio Economic research Institutes having sound technical and financial capabilities to conduct an Evaluation study of Nirmal Bharat Abhiyan (NBA) earlier known as Total sanitation Campaign (TSC) for the entire Country. The study should be completed within eight months.

### 4. Objectives of Evaluation

The major objectives of this study are given below:

- To assess the extent of coverage and use of sanitary services and personal hygiene practices, people's attitude and demand for improved sanitation, etc. in the rural areas.  
To evaluate IHHL by observing the following  
Who is using the IHHL  
When it is being used (morning only/day time only/ night time only/all the time)  
Which weather it is being used (to capture the seasonal fluctuation)
- To assess status of Individual household Latrines constructed (type & quality) Current status, uses along-with status of open defecation in the GP.
- To assess the impact of community triggering for demand generation for sanitation facility in the rural areas.
- To identify the measures taken up by the PRI/CBOs/NGOs/Alternative mechanisms/SHGs/VWSC for sustainability of sanitary services at the grass root level.
- To analyse the factors for success and constraints in funding implementation of NBA/TSC (inadequate government policies, lack of funding, fragmented institutions, unacceptable people's attitude/behavior) and suggest the measures for the same
- To assess the impact of NGP on improving coverage of households with toilets and sustainability of open defecation free status in the village.

- To assess the status of Rural sanitary Marts and Production Centers& alternative prevailing supply chain in the state.
- To assess the status, availability, maintenance and uses of Community Sanitary Complex (CSC) and to identify the management practices that result in sustainability of the Community Sanitary Complex (CSC).
- To assess the availability, adequacy and condition/functionality of toilets and urinals in Anganwadi and Schools in Government buildings separately for boys and girls.
- To assess the extent of provision of Solid Liquid Waste Management SLWM projects in GPs including NGP villages.
- To evaluate the impact of NBA/TSC on quality of life of rural people i.e. health, economic, environment and gender aspects, physical security, dignity, better utilization of time, increase in school .
- To assess availability, adequacy, functionality and demand of bathing space for women..
- To assess status of dysfunctional toilets in the GPs, reasons & motivations level for up-gradation.
- To assess whether dry latrines and manual scavenging exists in the GP, if so, details thereof.

### **Target Stakeholders**

The target stakeholders for the evaluation study would be as follows:

- Ministry of Drinking Water and Sanitation
- Nodal department at State level
- Secretary & officials of the Nodal department –State/District/Block level
- District level committee member & chairman
- Gram Panchayat members
- Beneficiaries
- Village Water & Sanitation Committees
- Self Help Groups (SHGs)
- PRIs

### **5. Reference Period**

The reference period for the study will be from 1999-2000 to 2012- 2013

## 6. Sampling Procedure

The evaluation would cover 95 Districts in 28 States/UTs. The number of sample districts in each state would be in proportion. Districts in each State have to be selected based on their performance in the Nirmal Bharath Abhiyan Programme. Numbers of districts in each State are mentioned in the following table.

S No.	State	Number of samples-Dist
1	Chhattisgarh	4
2	Madhya Pradesh	7
3	Bihar	6
4	Jharkhand	4
5	Orissa	5
6	Sikkim	1
7	West Bengal	3
8	Arunachal Pradesh	2
9	Assam	4
10	Manipur	1
11	Meghalaya	1
12	Mizoram	1
13	Nagaland	2
14	Tripura	1
15	Haryana	3
16	Rajasthan	5
17	Himachal Pradesh	2
18	Jammu & Kashmir	3
19	Punjab	3
20	Uttar Pradesh	10
21	Uttaranchal	2
22	Andhra Pradesh	3
23	Karnataka	5
24	Kerala	2
25	Pondicherry	1
26	Tamil Nadu	5
27	Gujarat	4
28	Maharashtra	5
<b>Total Number of Districts</b>		<b>95</b>



## Selection of Block and GP

The following methodology may be adopted for selection of Block and GP

Block-1	Outermost from the district headquarter	GP-1 Outermost from the Block headquarter
		GP-2 Average distance from the Block headquarter
		GP-3 Nearest from the Block headquarter
Block-2	Average distance from the district headquarter	GP-1 Outermost from the Block headquarter
		GP-2 Average distance from the Block headquarter
		GP-3 Nearest from the Block headquarter
Block -3	Nearest from the district headquarter	GP-1 Outermost from the Block headquarter
		GP-2 Average distance from the Block headquarter
		GP-3 Nearest from the Block headquarter

In the selected GPs stratified (BPL, APL, SC and ST) random sampling may be used for allocation of sample. All households to be listed and select 30 households randomly using the Circular Systematic Sampling procedure and canvass the questionnaire designed for the survey. The allocation of sample in each stratum would be based on Probability Proportional to size. The Circular Systematic Sampling procedure may be used for selection of household/beneficiary. 50% of the respondents in the household covered should be women. Further the study shall involve conducting in depth interviews selected beneficiary with in each of GP. Thus, the total sample for the study would be as follows.

Total number of States /UT to be covered		28
Total number of district to be covered		95
Total number of blocks to be covered	3 blocks in each district (3X95)	285
Number of GP to be covered	3 in each block (3X285)	855
Number of Beneficiaries /Household to be covered	30 in each GP (30x855)	25650

## Schools and Anganwadi Centers

All Government schools, Government and Private Anganwadi Centres are to be covered in each GP

## Focus Group Discussion (FGD)

The following methodology may be adopt for selection of Block and GP

Block-1	Outermost from the district headquarter	GP-1 Outermost from the Block headquarter
		GP-2 Average distance from the Block headquarter
		GP-3 Nearest from the Block headquarter
Block-2	Average distance from the district headquarter	GP-1 Outermost from the Block headquarter
		GP-2 Average distance from the Block headquarter
		GP-3 Nearest from the Block headquarter
Block -3	Nearest from the district headquarter	GP-1 Outermost from the Block headquarter
		GP-2 Average distance from the Block headquarter
		GP-3 Nearest from the Block headquarter

In the selected GPs stratified (BPL, APL, SC and ST) random sampling may be used for allocation of sample .All households to be listed and select 15 households randomly using the Circular Systematic Sampling procedure and canvass the questionnaire designed for the survey. The allocation of sample in each stratum would be based on Probability Proportional to size. The Circular Systematic Sampling procedure may be used for selection of household/beneficiary. 50% of the respondents in the household covered should be women. Further the study shall involve conducting in depth interviews selected beneficiary with in each of GP .Thus, the total sample for the study would be as follows.

Total number of States /UT to be covered		28
Total number of district to be covered		95
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Number of Beneficiaries /Household to be covered	30 in each GP (30x855)	25650

## **Schools and AnganwadiCenters**

All Government schools, Government and Private Anganwadi Centres are to be covered in each GP

## **Focus Group Discussion (FGD)**

A group of 10 to 12 person of the GP, who are involved in planning and implementation of TSC/NBA, may be selected for FGD.

### **Study tools**

- The data for the evaluation study will be collected by combination of qualitative and quantitative methods.
- Quantitative Methods - The primary data will be collected on the objectively verifiable indicators and factual information related to sanitation services. The Secondary data on the NBA/TSC and NGP available from the website of Ministry of Drinking Water and Sanitation, Health data from local PHCs/PHUs/health personnel, data from local Schools and Anganwadis, Ministry of Rural development, World Bank, Asian Development Bank, UNICEF, Water and Sanitation Programme and various organizations involved in water and sanitation services will be used for the study.
- Qualitative Methods - These methods will be used primarily to collect in-depth/perceptual information on impact/service effectiveness indicators related to sanitation and hygiene, Focus group discussions, Checklist, Qualitative notes (Collected at State, District and Block levels).

## **6. Organization of the evaluation (Survey , Analysis & Report writing)**

The survey and analysis work will be done by the engaging Agency. This Agency would be selected through the process of Tender (Technical and Financial Bids and Combine Quality cum Cost Based System method). The selection of the agency will be based on the following criteria:

### **6.1 Requirements:**

- a. Agency with the capability to provide services for the work as specified above.
- b. Adequate manpower and infrastructure including computers and software required for the job.
- c. Since the job is time bound, the Agency would be required to work within the deadlines of time frames and in close coordination with the Ministry of Drinking Water & Sanitation.

## **6.2 Essential Credentials:**

- a. The Agency should be reputed organization having 5 year experience in monitoring and evaluation of the Centrally sponsored Schemes of the any Ministry/Department, Government of India
- b. Agency having experience in analyzing and compiling monitoring reports at all India level will be given preference.
- c. The Agency should have an annual turnover of minimum Rs.1 Crore in each of the last 3 years.
- d. Agency should have experts /manpower in all regional language /local language.
- e. Demonstrated capacity to carry out structured evaluations of large scale projects using both quantitative and qualitative approaches.
- f. Capacity to collect and analyze data from variety of sources at national and provincial level.
- g. Capacity to prepare a feasible and comprehensive study design for evaluation, with data collection tools and analytical framework.
- h. Capacity to structure data, create electronic databases, and develop output results in appropriate formats.
- i. Capacity to ensure logistic arrangement for site visits and data collection from the field.
- j. Willingness to undertake the assignment in the given timeframe.
- k. The Agency should have sufficient infrastructure facilities including office and modern office equipment.

## **6.3 Roles and Functions of the Agency**

- 1 Develop and prepare all the data collection instruments including questionnaires, checklist for stakeholder/SHG, structured Focus Group Discussion format, and tabulation plan and finalize it in consultation with Ministry of Drinking Water and Sanitation.
- 2 Undertake survey work in all sample districts.
- 3 Cross/back check of primary data.
- 4 Chaprization plan may be finalized in consultation with Ministry of Drinking Water and Sanitation
- 5 Prepare all India reports
- 6 Submit 50 hard copies of the final report and 5 compact disks.
- 7 Submit periodic reports to the Ministry of Drinking Water and Sanitation as will be specified by the latter.
- 8 Share the work plan and time schedule with the Ministry of Drinking Water and Sanitation.

9 The Agency will ensure that their contact details (email, postal, Telefax, mobile) of contact person and field supervisor may be kept updated at all times and apprised to the Ministry of Drinking Water Sanitation.

## **7. Time and Duration of Contract**

Duration of the study will be for a period of eight months from the date of award of the contract.

- I. One month- For preparation and submission of Inception Report to the Ministry
- II. Four month – Field visits/collection of data
- III. Two month- Compilation of data and submission of Draft Report to the Ministry
- IV. One month- Preparation of final report and submission of Final Report to the Ministry

## **8. Monitoring progress of the study**

The monitoring will be done by the Director (NBA), Ministry of Drinking Water and Sanitation. At the end of every month, the team leader / Project Director will discuss the progress of work and action plans for remaining work

## **9. Service to be provided by the client (Ministry of Drinking Water and Sanitation)**

The Ministry would advise/write to the state government for rendering necessary assistance for undertaking the work.

## **10. Deliverables**

- **1<sup>ST</sup> Deliverable – Inception Report**, after one month of signing of agreement: Inception Report detailing (i) survey designs (ii) format of the questionnaires (iii) specific work plan with timeline and milestones (iv) structure of the final Report. Inception report is to be presented to MDWS in Delhi and will be finalized by MDWS within a month after submission.
- **2<sup>nd</sup> Deliverable –Draft Report**, Six months after finalization of inception report: Survey to be completed as per method finalized at the time of awarding of the work. The sampling procedure should be as per agreement.
- **3<sup>rd</sup> Deliverable - Presentation on Final Report, one month after completion of second deliverable**; preliminary presentation on the study is to be made to Ministry of Drinking Water and Sanitation highlighting key findings and recommendation from analysis for discussion and finalization of report. Raw data are to be submitted in CD.

## **11. Payment Procedure**

Payment of the Study Fee will be made in three installments.

- a) First installment 30% of the total fee will be paid on Submission of Inception Report.
- b) Second installment 50% of the total fee will be paid after completion of Field visit and submission of the draft report.
- c) Third & Final installment 20% of the total fee will be paid on completion of work in all respects.

## **12. Performance Security**

The selected Agency will be required to enter into a contract with the Ministry of Drinking Water & Sanitation and to furnish a performance security for an amount equal to 10% of the approved study cost, in the form of Bank Guarantee/Bank Draft from a nationalised commercial bank. The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

## **13. Dispute**

- a) The decision of the Secretary, Ministry of Drinking Water and Sanitation shall be final and binding.
- b) In the event of breach or violation of any of the terms and conditions mentioned herein or in the letter issued subsequently allocating the work or sanction of payments or any other letter, the Agency shall refund to the Government on its own or on demand and without demur the entire amount paid by the Government along with interest therein at the rate of 12% (twelve percent) per annum from the date of receipt of any amount paid in this regard up to the date of refund thereof failing which the impugned amount would be recoverable as arrears of land revenue.

## **14. Penalty for delayed submission of Report:**

If the report is not submitted to the Ministry of Drinking water and Sanitation within due dates, penalty by way of 10% cut of the Study fee will be imposed. Further in case the same is not submitted within 10 days of the report submission dates a penalty of 20% cut of the Study fee will be imposed. However, the Ministry has the power to consider the request for waiver of penalty in very deserving cases.

## **15. Taxes:**

The Agency shall fully familiarize about the applicable Domestic taxes (such as value added or sales tax, service tax or income tax, duties, fee, levies) on the amounts payable by the Employer under the Contract. All such taxes must be included by the Agency/Org. In the financial proposal.

#### **16. Pre-bid meeting:**

A pre bid meeting will be held on ----- at ----- (date to be decided after sort listing of agencies and will be communicated separately).

#### **17. General instruction and terms and conditions of RFP**

1. The proposal along with all the correspondence and documents relating to the RFP exchanged by the Agency and Ministry of Drinking Water and Sanitation shall be written in English language. Unless stated otherwise in the RFP documents, the contract shall be for the whole work as described.
2. No proposal shall be accepted unless it is properly sealed. The agency shall not be allowed to fill in or seal their proposal at the Ministry of Drinking Water and Sanitation office. The documents should be sent by speed post / registered post / courier or hand delivered.
3. If the envelope is found to be open and not sealed and marked as instructed above, Ministry of Drinking Water and Sanitation will not be responsible for misplaced or premature opening of the proposal submitted. Any proposal opened prematurely due to this cause shall be rejected.
4. The applicant is advised to attach any additional information s/he thinks would be necessary in regard to establish his capabilities. No further information will be entertained after submission of the application unless it is required by the Ministry of Drinking Water and Sanitation.
5. The Ministry of Drinking Water and Sanitation, however, reserves the right to call for additional information and clarification of information submitted by the applicants. Proposals must be received by Ministry of Drinking Water and Sanitation, at the address specified not later than the date and time specified in the Invitation of RFP.
6. In case the specified date for the submission of proposal being declared a holiday by the Ministry of Drinking Water and Sanitation, the same will be received on the next working day with the same specified time. Proposals received after the due date and time specified will automatically be rejected.

7. Ministry of Drinking Water and Sanitation at their discretion, extend the deadline for submission of proposals by issuing an amendment.
8. Any efforts by an agency to influence the Ministry of Drinking Water and Sanitation personnel or representative on matters relating to proposals under study in the process of examination, clarification, evaluation and comparison of proposal and in decision concerning award of contract, shall result in the rejection of the Agency's proposal and also lead to blacklisting of the organisation and shall not be allowed to submit any document to the Ministry of Drinking Water and Sanitation.
9. Failing to execute the contract Agreement within the said period may result in termination of contract and award of the same to other agency/ agencies at the risk and cost of the Agency.
10. The person to sign the contract agreement shall be the person duly authorized. The Ministry of Drinking Water and Sanitation may seek clarifications/ additional documents from the selected agency and the Agency is bound to furnish the same within the prescribed time.
11. The cost incurred by applicants in preparing this application, in providing clarifications or attending discussions/conferences in connection with this document shall be borne by the applicant and the Ministry of Drinking Water and Sanitation in no case will be responsible or liable for these costs, regardless of the conduct or outcome of the process.
12. The cost incurred by the agencies in translation, field visits, printing of schedules, travelling expenses, incidentals etc. that are incurred during the evaluation exercise is to be bundled into the total cost and no additional expenditure will be paid to the agencies by the Ministry.
13. The data, schedule, photographs, reports and other material used by the Agency during the evaluation exercise shall remain the property of the Ministry of Drinking Water and Sanitation.
14. The Agency will not be allowed to use this information in any forum, national or international, without the explicit permission given in writing by the Ministry of Drinking Water and Sanitation.
15. The successful agencies shall be required to provide a Bank guarantee at the rate of 30% of the study cost at the time of signing the contract. In addition the Ministry may impose penal costs on the agencies in case of unsatisfactory performance at any stage of the evaluation exercise and initiate appropriate proceedings for recovery as per the GOI guidelines.
16. The right to reject any or all applications or to award the work to one or more applicants without assigning any reasons is reserved with the Ministry of Drinking Water and Sanitation, Government of India. Similarly, right to modify the mode of selection is reserved with the Ministry of Drinking Water and Sanitation, Government of India.
17. The RFP shall not bind the Ministry of Drinking Water and Sanitation, Government of India in any way whatsoever to offer any job to the applicant if it is decided to abandon



the study. Should any dispute arise, it may be referred to a sole arbitrator appointed on mutual consent.

18. All the data and literature collected during study time will be the property of Ministry of Drinking Water and Sanitation.
19. Any changes in key resources should be intimate to the Ministry and replacement of the same will be after approval of the Ministry.

**Annex-II- Technical Bid format  
Format A -Letter of Transmittal**

The Director  
Ministry of Drinking Water and Sanitation  
Government of India  
ParyawanBhawan, Lodhi Road  
New Delhi - 110103

Dear Sir,

**Subject: Submission of Proposal for The Evaluation Study on Total Sanitation Campaign  
(TSC), renamed As Nirmal Bharat Abhiyan (NBA)**

We have examined the information provided in your “Request for Proposal” and we offer to undertake the evaluation work described in accordance with the requirements as set out in the attached document and as expressly qualified A and B to this Request for Proposal.

We accept that any contract that may result will be based upon these documents and the contract documents included in the “Request for Proposal” and be placed by the Ministry of Drinking Water and Sanitation.

The prices quoted in Section B of this proposal are valid until .....and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

Prices have been arrived at independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that Ministry of Drinking Water and Sanitation is not bound to accept the lowest or any proposal or to give any reason for the award, or for the rejection of any proposal.

I confirm that I have authority of .....(Name of the agency) to submit proposal and to negotiate on its behalf.

Yours faithfully,

(Seal of the organisation)

**Format B:            Brief Understanding of the Assignment**

**Format C: Outline of Relevant Experience and Ongoing Works**

**Kindly cite from work/activities during last 5 years**

<b>S. No</b>	<b>Type of activity: Evaluation / Research Study</b>	<b>Sector/Sub-Sector</b>	<b>Name of the Funding Source</b>	<b>Duration (In Months)</b>	<b>Coverage: Sample size, States and Districts</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					
<b>5</b>					
<b>6</b>					
<b>7</b>					
<b>8</b>					
<b>9</b>					
<b>10</b>					



**Format D: Team Composition and Responsibilities**

<b>1. Key Personnel</b>			
Name	Position	Educational Qualifications	Key Responsibilities

<b>2. Support Personnel</b>			
Name	Position	Educational Qualifications	Key Responsibilities

**Format E: Professional Experience of the Key Personnel and Support Staff**

<b>S. No</b>	<b>Name</b>	<b>Area of key expertise</b>	<b>Highest academic / professional qualification in the area of key expertise</b>	<b>Length of experience (years) in the area of key expertise</b>	<b>No of man-months deployed for this study</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					

**Note:**

\*Attach one-page CV of each key personnel in the standard format (Name of the Personnel, Education, Key Qualification and Key Experience).

\*\*Care shall be taken to demonstrate that most relevant qualification and experience is given in the above table.

## **Format F: Approach and Methodology And Detailed Work Plan**

**a. Approach and Methodology**

**b. Sampling plan**

**c. Work Plan**

*\* Please attach a separate sheet for work plan if space is not enough*

**Format G:        Comments or Suggestions on the TOR**



**Format: H Comments or suggestion on the TOR**

Please submit the last three year audited balance sheet of the Agency

## Annex-III- Financial Bid Format

(To be submitted separately in a sealed envelope superscripting  
“Financial Proposal for the evaluation study on “**The Evaluation Study on Total Sanitation Campaign (TSC), renamed As Nirmal Bharat Abhiyan (NBA)**”” along  
with the Technical Proposal).

Financial Proposal Submission on Company Letter Head

Date:

To

Director (NBA),  
Ministry of DWS,  
12<sup>th</sup> Floor, ParyavaranBhawan,  
CGO Complex, Lodhi Road,  
New Delhi-110103

Dear Sir/Madam,

**Subject: The Evaluation Study on Total Sanitation Campaign (TSC), Renamed As Nirmal Bharat Abhiyan (NBA)**

Reference: Bid No.

We, the undersigned, offer to provide the services as required in accordance with your bid no ----  
----- and our Proposal (Technical and Financial). Our attached financial proposal is for  
the sum of Rs. In Lakhs \_\_\_\_\_ (Amount in words). This amount is inclusive of the all taxes,  
duties etc.

Our Proposal is binding upon us up to expiration of the validity period of the Proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above  
contract, we will strictly observe the laws against fraud and corruption in force in India namely  
"Prevention of Corruption Act 1988".

Yours sincerely,

For

Authorized signatory:

Name and title of Signatory:

Name of Firm:

Address:

Date: \_\_\_\_\_

Place \_\_\_\_\_

**Annex-IV- Certificate**

**CERTIFICATE**

It is certified that:

The information given above is TRUE to the best of my knowledge. The organization shall stand debarred if any information above is later on found to be FALSE, including the forfeiture of any payment due to it.

The professional, staff, equipment and all requisite infrastructure facilities mentioned in the bid shall be made available for this study in due time.

I am competent to sign this certificate.

**Date:**

**Authorized Signatory**

**Place:**

**Name:**

**Seal of the Organisation**

**Designation:**

**Evaluation of Technical Bid**

The Technical Bid will be evaluated by the Committee based on the following scoring pattern:

Sl.No.	Criteria	Maximum score	Evaluation criteria
<b>A</b>	<b>Evaluation of Technical Bid document</b>		
1.	<i>Experience of Consultant</i>	35	
i.	Total Experience in Impact Assessment Study	25	1) For minimum 5 yrs. experience-10 marks 2) For each additional year experience-2 marks 3) For 10 and more yr experience-25 marks
iii.	Experience in similar projects	10	1) For minimum 5 yrs. experience-5 marks 2) For each additional year experience- 1 mark 3) For more than 10 yrs. experience-10 marks
2.	Number of Graduate permanent manpower available with the organization	10	Less than 10 - 2 marks Between 10 to 15 -5 marks More than 20- 10 marks
3.	Team component	25	
i	Team leader subject Statistics	15	(i) Qualification PG and above: 5 marks (ii) Experience: a) Minimum 5 years' experience in similar project- 5 marks b) Between more than 5 to 10 years- 1 mark for each year c) For more than 10 years- 10 marks
ii	Expert /Sub team leader subject Statistics	10	(i) Qualification PG and above : 5 (ii) Experience : a) Minimum 3 years' experience in similar project- 3 mark b) Between more than 3 to 5 year- 1 Marks (more) c) More than 5 years- 5 marks
4.	Financial strength	10	a) For average annual turnover under relevant field in the last 3 years : 100-200 lakh - 5 200-500 lakh - 8 >500 lakh - 10

<b>B</b>	<b>Evaluation of Technical Bid document</b>		
5.	Presentation	20	Understanding of TSC/NBA programme & concerned IEC activities and the TOR for the Org./Agency role
	<b>Total</b>	<b>100</b>	

The applicants scoring more than 40 against 'A' above will be called for presentation against 'B'.  
The agencies scoring more than 60 marks overall shall be considered for opening of Financial Bid.

**ANNEXURE-VI**

## Cost Evaluation under Combined Quality Cum Cost Based System (CQCCBS)

1 Under CQCCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%.

2 Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.

3 The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. **The proposed weightages for quality (technical bid evaluation) and cost shall be specified in the RFP.**

**4 Highest point's basis:** On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70: 30. In response to the RFP, 3 proposals, A, B & C were received.

**5 The technical evaluation committee awarded them 75, 80 and 90 marks respectively.** The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal Evaluated cost

Proposal	Evaluated cost in Rs
A	120
B	100
C	110

Using the formula LEC / EC, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

Proposal	Points for financial proposals
A	100/120=83
B	100/100=100
C	100/110=91

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal	Marks for technical qualifications	Weightage for technical qualifications	Points for financial proposals	Weightage for financial cost	Total Point (2X3)+(4X5)
1	2	3	4	5	6
A	75	0.70	83	0.30	77.4
B	80	0.70	100	0.30	86
C	90	0.70	91	0.30	90.3

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal	Points for financial proposals
A	H3
B	H2
C	H1

Proposal C at the evaluated cost of Rs.110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

**6** Under QBS method, the consultant who has secured first rank in technical evaluation shall be called for further negotiation after opening and evaluation of its financial proposals.

**7** The Name of the successful bidder along with details of cost etc. shall be posted on the departmental website after the award to the successful bidder has been made and communicated to him in writing.

**CONTRACT FOR EVALUATION STAUDY ON TSC/NBA**

**Between**

**Ministry of Drinking Water & Sanitation, Govt. of India**

**And**

**(Name of the Org. /Agency)**

**Signature -**

**Date**



This CONTRACT (hereinafter called the “contract” is made on the (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” or the First Part and , (name of Org./ Agency) hereinafter called the ‘Org’./’Agency’) of the Second Part.

WHEREAS:

- a. The Org./Agency, 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 Org. Agency 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 “Org./Agency” shall be as set forth in the Contract, in particular:

- (a) The Org./ Agency shall carry out and complete the Services in accordance with provisions of the Contract and
- (b) The “Employer” shall make payments to the Org./Agency 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:

For and on behalf of the Ministry of  
Drinking Water & Sanitation

Witnesses:

- (i)
- (ii)

Signer by  
(Org./Agency)

## 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) “Organization/Agency 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 I that is this Contract and the Appendices.
- (e) “Day” means calendar day.
- (f) “Effective Date” means the date on which the 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 Org./Agency, as the case may be, and “Parties” means both of them.
- (k) “Personnel” means professionals and support staff provided by the Org./Agency assigned to perform the Services or any part thereof.
- (l) “Services” means the work to be performed by the Org./Agency pursuant to this Contract, as described in the RFP hereto.
- (m) “Sub-Org./Agency means any person or entity to whom / which the Org./Agency sub-contracts an part of the Services.
- (n) “Third Party” means any person or entity other than the “Employer”, or the Org./Agency.
- (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 Org./Agency. The Org./Agency, 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 the contract.

1.5 Notices: 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:

i) Employer: ministry of Drinking Water & Sanitation, Govt. of India,  
CGO Complex, New Delhi-110003

ii) Or./Agency: (Name).....(Designation)

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: The Evaluation Study would cover 95 districts in 28 States/UTs

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

Fraud and Corruption:

1.8.1 Definitions: It is the Employer's policy that Employers as well as Org./Agency 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 flows:

(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 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 Org. / Agency, with or without the knowledge of the employer, designed to establish prices at artificial, non-competitive 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;

1.7.2 Measures to be taken by the Employer: the employer may, if it determines at any time that the Org./Agency or representatives of the Org./Agency 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 Org./Agency 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 Org./Agency 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, Org./Agency 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 Org./Agency, upon instructions by the "Employer", shall either:

(i) Demobilize; or

(ii) Continue with the Services to the extent possible, in which case the Org./Agency 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 Org./Agency hereunder, if the Org. / Agency 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 Org./Agency 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” may terminate this Contract in case of the occurrence of any of the events specified in following paragraphs (a) through (h) of

- a) If the Org./Agency 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 Org./Agency becomes insolvent or go into liquidation or receivership.
- c) If the Org./Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.
- d) If the Org./Agency submits to the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Org./Agency submits to the “Employer” a false Statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the Org./Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the Org./Agency 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 on chance to the consultant to improve quality of the services.
- h) If, as a result of Force Majeure, the Org. / Agency 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 Org./Agency: The Org./Agency 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 Org./Agency 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 Org./Agency 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 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 Org./Agency on receipt of the Org. /Agency’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 ceased, 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 Org./Agency’s obligation to permit inspection and copying of their records set forth in Clause 356 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 Org./Agency 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 Org./Agency:

- a) If the Contract is terminated pursuant to Clause 2.8.1 (g), (h) or 2.8.2, remunerate on pursuant to Clause 6.3 (h) hereof for Services satisfactorily performed prior to the effective date termination.
- b) If the agreement is terminated pursuant of Clause 2.8.1 (a) to (f), the Org./Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider making 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 Org./Agency 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 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 ORGANISATOION/AGENCY

#### 3.1 General

3.1.1 Standard of Performance: The Org./Agency 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 Org./Agency 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 Org./Agency shall furnish a performance security, in the form of Bank Guarantee for an amount equal to 30% of the total cost of the project, which shall remain valid for a period of 30 days beyond the date of completion of all contractual obligations.

3.2 Conflict of Interests: The Org./Agency shall hold “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 Org./Agency shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Org./Agency and Affiliates Not to Engage in Certain Activities: The Org./Agency agrees that, during term of this Contract and after its termination, the Org./Agency and any entity affiliated with the Org. / Agency shall be disqualified from providing services resulting from or directly related to the Org. / Agency’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 Org./Agency 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 Org./Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.



3.4 Subcontracts: the Org./Agency should execute the 'Services' through its own technical manpower and will not outsource the job, completely or partially, through any other Org./Agency.

3.5 Monitoring and Reporting Obligations: The "Org./Agency" 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 Org./Agency shall submit to the "Employer" draft report within 7 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 Org./Agency to be the Property of the "Employer": All plans, drawings, specifications, designs, reports other documents and software prepared by the Org./Agency for "Employer" under this Contract shall become and remain the property of the "Employer" and the Org./Agency 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. ORGANISATION/AGENCY'S 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 Org./Agency's Key Personnel are as per the Org./Agency's proposal.

4.2 Removal and/or Replacement of Personnel:

- a) If, for any reason beyond reasonable control of the Org./Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Org./Agency 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 Org./Agency 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 Org./Agency 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 Org./Agency 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 Org./Agency under this Contract, the “Employer” shall make to the Org./Agency such payments and in such manner as is provided by Clause 6 of this Contract.

## 6. PAYMENTS TO THE ORG./AGENCY

### 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 Org./Agency’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).

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

### 6.2 Terms of Payment:

- (a) The Org./Agency 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 in three instalments as per terms & conditions given below:
  - i) First instalment 30% of the total fee will be paid on submission of Inception Report.
  - ii) Second instalment 50% of the total fee will be paid on completion of Field visit and submission of the draft report.
  - iii) Third & Final instalments 20% of the total fee will be paid on completion of work in all respect.

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

- (b) Once a milestone is completed, the Org./Agency 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 Org./Agency has not carried out the work, he shall be liable to refund the advance of instalment, 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 Org./Agency without further delay.
- (c) 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 'Org./Agency' specifying in detail deficiencies in the 'Services', within 30 days of receipt of final Report and relevant documents. The 'Org./Agency' shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means: acceptance of the deliverables by the Employer after submission by the Org./Agency and Org./agency has made presentation to the Employer with/without modifications to be communicated in writing by the Employer to the Consultant.
- (e) If the deliverables submitted by the Org./Agency are not acceptable to the Employer, the Employer shall not release payment due to the Org./Agency. 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 Org. / Agency only after it re-submits the Report and is accepted by the Employer.
- (f) All payments under this Contract shall be made to the account of the Org./Agency.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Org./Agency of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Org./Agency in writing and the Org./Agency has made necessary changes as per the comments/suggestions of the Employer communicated to the Org./Agency.
- (h) In case of early termination of the contract, the payment may be made to the Org./Agency 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.

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 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 Org./Agency, 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 Org./Agency. 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 the award.

## 9 LIQUIDATED DAMAGES:

9.1 The parties hereby agree that due to negligence of act of any party, if the other 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 Org./Agency 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 Org./agency 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 Org./Agency 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 Org./Agency 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 Org./Agency 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 Org./Agency 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 Org./Agency, 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 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 Org./ Agency for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.