

GOVERNMENT OF INDIA
Ministry of Drinking Water and Sanitation

**Engagement of Consultant for Support Services
to the Ministry for Nirmal Gram Puraskar**

The Ministry of Drinking Water and Sanitation intends to engage a **Consultant** for collecting, compiling, processing and analysing the data of NGP survey collected through survey agencies. Applications are invited from eligible institutions in the prescribed format. The details are available on the websites of the Ministry (ddws.gov.in) and (nirmalgrampuraskar.nic.in).

Interested and eligible Institutions may submit their application by 21.6.2012 by 3.00 PM to Ministry of Drinking Water and Sanitation at the following address:

Under Secretary to the Government of India
(CRSP Division)
12th Floor, Paryavaran Bhawan
CGO Complex, Lodhi Road, New Delhi - 110003
Tele: +91 11 24362106

Under Secretary to the Government of India
CRSP Division
davp 35301/11/0001/1213

No. W.11045/9/2012-CRSP
Government of India
Ministry of Drinking Water and Sanitation

12th Floor, Paryavaran Bhawan
CGO Complex, Lodhi Road
New Delhi-110003
Dated 29th May 2012

Subject: Request for proposal for consultant for Nirmal Gram Puraskar – regarding.

Government of India administers Total Sanitation Campaign (TSC), a comprehensive rural sanitation programme to ensure accessibility of sanitation facilities for all in rural areas. The programme has an Incentive Scheme by the name Nirmal Gram Puraskar (NGP) for Panchayati Raj Institutions (PRIs) including Gram Panchayats (GPs), Block Panchayats (BPs), Districts (ZP) and States, that have attained the state of total sanitation viz. fully sanitized and open defecation free. The Ministry of Drinking Water & Sanitation has been engaging independent agencies for conducting surveys (survey agencies) to ascertain the claim of achievements made by the PRIs.

In order to assist the Ministry in process of selection of PRIs for NGP, the Ministry intend to engage a **consultant** through invitation of proposal in the prescribed format for collecting, compiling, processing and analysing the data of NGP survey collected through survey agencies. The applicants should have *a working Office in Delhi* and have *minimum 5 years' experience in monitoring/evaluation of the Rural Development programmes*. The Institution should also *have adequate infrastructure of its own and annual turnover of at least Rs. 50 lakh in each of the last 3 years*. Institution should also have *experience in analyzing and compiling monitoring/evaluation reports at all India level*. Accordingly, applications are invited from eligible institutions to be engaged as **consultant** for assisting the Ministry in the said work as per following details.

1. Information to the Consultants covering Terms of Reference (TOR) of the project and mode of selection are given at Annexure-I.
2. 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 Consultant for NGP**", and bearing the name and address of the bidder organization along with **Bid Security amount of Rs.50,000/-** 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. The bids shall be submitted to the **Under Secretary (CRSP), Ministry of Drinking Water & Sanitation, Government of India, 12th Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi**, on or before **3.00 PM on 21st June 2012**. Bids received late, or not received in prescribed format, will not be accepted.

3. The Technical Bids shall be opened first and would thereafter be evaluated by Consultancy Evaluation Committee (CEC) constituted for the purpose by adopting Combined Quality Cum Cost Based System (CQCCBS). Agencies scoring minimum of 60% in the Technical Bid will be eligible for consideration of their Financial Bids. The tender process would give 70% weightage to Technical Bids and 30% weightage to Financial Bids. The work will be awarded to only one bidder. If any information furnished in the proposal is found to be false, the agency may be blacklisted.
4. The format for Technical Bid and Financial Bid are given at Annexure II & III. The criteria of evaluation of technical bid is provided at Annexure-IV and a draft contract is given at Annexure-V.
5. The selected consultant has to start the job immediately after the work is awarded and each of the deliverables should be completed in accordance with the TOR.
6. The decision of the Ministry shall be final, and no application for review shall be entertained.



(N K Joshi)

Under Secretary to the government of India
Tele fax: 011-24362106

Enclosure: Annexures I to V

Information to the Consultants

Terms of Reference

Engaging a consultant for Nirmal Gram Puraskar

A. Nirmal Gram Puraskar

Government of India (GOI) has been promoting sanitation coverage in a campaign mode to ensure better health and quality of life for people in rural India. To add vigour to its implementation, GOI launched an award scheme called “Nirmal Gram Puraskar” (NGP) for fully sanitized and open defecation free Panchayati Raj Institutions (PRIs) viz. Gram Panchayats(GPs), Blocks, Districts and States in October 2003 and gave away the first awards in 2005. NGP seeks to recognize the efforts made by PRIs and institutions who have contributed significantly towards ensuring full sanitation coverage within their areas. Existing NGP guidelines can be viewed on the Ministry’s website (ddws.gov.in) and NGP website (nirmalgrampuraskar.nic.in).

The downloadable application forms for Nirmal Gram Puraskar are made available on the website of the Ministry / NGP. The applications are filled up by the aspiring PRIs and submitted to the requisite authority. The applications are then duly scrutinized at the various levels and on being satisfied with regard to the eligibility, are forwarded to the Ministry (MoDWS) as per guidelines of Nirmal Gram Puraskar in this regard. The applications in the Ministry are received in hard copy as well as through online system. However, the entries need to be compared with the hard copies. Applications received in the hard copy only are required to be entered in the database server of the online system. The applications need to be examined to verify that all relevant information as per the checklist has been supplied. Incomplete applications are to be sent back to the respective States for correction. The applications that are complete in all respect are to be placed before the Scrutiny Committee. The scrutinised applications are to be sent for field survey by independent agencies and their reports tagged with the relevant application. The surveyreport findings are again to be placed before the State Level Scrutiny Committees (SLSC). In the meantime, the surveyed GPs are cross checked through another survey by another set of teams. With the survey reports, cross-check reports, recommendations/comments of SLSCs, the applications are placed before the National Committee on NGP called Central Level Selection Committee (CLSC) for approval of the NGP.

In the process, some complaints and objections may also be received against applications or field surveys. These are also to be paired with the relevant applications and any other action taken as may be directed by the Ministry.

The final list of approved applicants is uploaded on the website as awardees.

B. Support Services to Ministry of Drinking Water & Sanitation on NGP

1. Roles and Functions of the Consultant:

- a) Assisting the Ministry in finalising NGP selection process and defining parameters for selection including preparation, designing and finalization of NGP Guidelines.
- b) Coordinating and assisting in the Application Process, monitoring the progress and checking & comparing the applications received on the NGP Online System from PRIs from all the States
- c) Planning and Designing of Survey Process, developing data collection tools/formats, including on-line and off-line and hard copy formats.
- d) Coordinating with various agencies involved in Survey work all over India
- e) Assisting in Design, advice on Developing Web Based Data Entry & Reporting Modules in coordination with NIC Team at MDWS
- f) Web based Application Development for various other activities and information management related to NGP Processes.
- g) Web hosting of some applications/data collection modules, as and when required.
- h) Scrutinizing and Analysis of Data Reports submitted by Survey Agencies
- i) Data processing and Tabulation of data entered by Survey Agencies for preparing a National Report, online and on stand-alone systems.
- j) Advanced analytical services and Report Writing.
- k) Supporting the Ministry in organising NGP through contract services.
- l) Preparing material for media, publicity, functions etc. for NGP
- m) Preparation and design of hand-outs/presentations etc. for the Ministry.
- n) Any other work as required from time to time.

Around 10,000 to 15,000 applications are expected to be received for NGP this year. These applications are to be indexed, entered on the computer, sorted, send for verification/survey. In addition, the complaints and other issues are required to be tagged to the applications. In case the number of valid applications to be surveyed is found below 9000, for a year, the amount from the contract will be deducted proportionately.

The surveyed GPs are re-verified through cross-check survey by different set of teams. The cross check report is to be tagged with the original survey report and compared.

2. Duty Station:

Office of the Ministry of Drinking Water & Sanitation, Government of India, New Delhi

3. Time and Duration of Contract:

The assignment will be for a **period of three years** from the date of award of the contract. The contract is extendable maximum two years on the same terms and conditions subject to satisfaction of the Ministry.

4. Requirements:

- a) Consultant with capability to provide services for the work as specified at (1) above.
- b) Adequate manpower and infrastructure including computers and software required for the job that is to be placed at Duty Station.
- c) Since the job is time bound, the Consultant would be required to work within the deadlines of timeframes and in close coordination with the Ministry of Drinking Water & Sanitation.
- d) 4 (Four) Consultants with the following to be deployed along with others (Data Entry & Support Staff) continuously during the contract period.
 - a. Team Leader: Post Graduate and Experience of at least 5 years in Evaluation & Monitoring of Drinking Water & Sanitation Programmes in Rural Areas.
 - b. Consultant (IEC) : Post Graduate in Social Work/Mass Communications, Experience of at least 2 Years & Working Knowledge of Computers
 - c. Consultant (M&E) : Post Graduate in Economics/Statistics/Social Studies, Experience of at least 2 Years also having knowledge of Computers & data analysis
 - d. Consultant (IT) : Graduate (IT/Computers), Experience of Development of at least 2 years in Web Based Applications Development
- e) It is estimated that approximately 10 resource persons on an average would be required to work during this period. This number may increase depending upon the need at any point. The consultant will have to provide staff as per requirement of MDWS on short notice.

5. Essential Credentials:

- a) The Consultant should have a local office at Delhi.
- b) The Consultant should have sufficient infrastructure facilities including office and modern office equipment.
- c) The Consultant should have minimum five years' experience in monitoring / evaluation of the programmes of the Ministry Drinking Water & Sanitation.
- d) Consultant having experience in analysing and compiling monitoring reports at all India level will be given preference.
- e) The Consultant should have annual turn-over of minimum Rs.50 lakh in each of the last 3 years.
- f) The Consultant should have experienced manpower in the fields of Database Management, Rural Sanitation and Software Development etc.

6. Payment Procedure:

Payment of the Annual Fee will be made in three instalments.

- a) First instalment of 30% of the total fee will be paid on completion of process up to the level of allocation of applicant PRIs to survey agencies.
- b) Second instalment of 50% will be paid after scrutinising the field verification reports and comparison with the re-verification reports and finalisation of list of awardees.
- c) Third & Final instalment of 20% 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.

C. Applying for the Assignment

- a) 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 Consultant for NGP", and bearing the name and address of the bidder organization
- b) Technical Bid should be submitted in the prescribed format as per Annexure II along with Bid Security amounting to Rs.50,000/- 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.
- c) 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)
- d) The bids shall be submitted to Shri N.K. Joshi , Under Secretary (CRSP), Ministry of Drinking Water & Sanitation, Government of India, 12th Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi, on or before 3.00 PM on 21st June 2012. Bids received late, or not received in prescribed format, will not be accepted.

D. Selection of Consultant

- a) Agencies who have already worked or working with the Ministry of Drinking Water & Sanitation on Survey of Nirmal Gram Puraskar Applicant GPs can apply for this assignment however if selected for this assignment the Consultant/its partner agencies or any group companies or organizations having common director(s)/owners will not be allocated any Survey work under Nirmal Gram Puraskar during this contract period or any other work that the Ministry understands would be reflective of having conflicting interest with the work of survey agency.
- b) Proposals received from bidders in separately sealed envelope will be evaluated by a Committee following objective scoring criteria to be defined by the Ministry.

- c) The Committee will evaluate the Technical Bids and Agencies scoring a set minimum level in the Technical Bid will be eligible for consideration of their Financial Bids. The tender process would give 70% weightage to Technical Bids and 30% weightage to Financial Bids. The work will be awarded to only one bidder.

E. Performance Security

The selected Consultant 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 5% of the approved annual project cost, in the form of Bank Guarantee/Bank Draft from a commercial bank. The performance security should remain valid for a period of 30 days beyond the date of completion of all contractual obligations.

F. 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 Consultant 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.

TECHNICAL BID

A: ORGANISATIONAL PROFILE

1	Name of Consultant					
2	Name and Designation of Contact Person					
3	Postal Address of the Consultant (with pin code)					
4	Telephone Number with STD code					
5	Fax No. with STD code					
6	Mobile No. of Contact Person					
7	E-mail Address of Contact Person					
8	Name and Designation of Head of the Organization responsible for the project					
9	Establishment Details					
	a) Details of office space (in sq ft)					
	b) Year Established					
	c) Type of Organization					
	e)No. of full time employees for the project	Professional :	Support Staff :			
	f)No. of part time employees for the project	Professional :	Support Staff :			
	g) Financial strength of the Organization(Proof to be attached)	Turnover *				
		2009-10		2010-11		2011-12

*From consultancy Services only

B. Details of key professionals for this project

Name	Position in the Organization	Full-time/Part-time	Since when with the Firm (Month & Year)	Highest academic/professional qualifications		Area of key expertise	Length of experience (years) in the area of key expertise
				General	IT related		

C. Details of Infrastructure

S. No.	Details of Infrastructure	Quantity (in No.)
1	Server	
2	Computers	
3	Laser Printer B&W	
4	Colour Printer	
5	Scanner	
6	Fax	
7	Photocopier (colour)	

D. Details of the experience in successfully executing similar projects for Government Organizations in the past 6 years.

S. No.	Type of Activity	Title of the Project/job	Name & Address of the Client	Duration of Project (in months) & Year of Start & Completion	Details of Services/Products Delivered

E. Total Experience of the Consultant (In years):

F. Details of the experience in monitoring /evaluation of programmes of Ministry of Rural Development / Drinking Water & Sanitation in the past 5 years.

S. No.	Type of Activity	Title of the Project/job	Name & Address of the Client	Duration of Project (in months) & Year of Start & Completion	Details of Services/Products Delivered

CERTIFICATE BY HEAD OF ORGANIZATION

It is certified that:

1. The information given above is TRUE to the best of my knowledge. The organization shall stand liable for any information given above which is later found to be FALSE, including the forfeiture of any payment due to it.
2. The professionals, staff, equipment and all requisite infrastructural facilities mentioned in this bid shall be made available for this project in due time.
3. The Delhi establishment/office is fully equipped to handle this assignment and would implement this project.
4. I am competent to sign this Certificate.

Date:

Authorized Signatory

Place:

Name:

Seal of the Organization:

Designation

Annexure-III

To

Shri N. K. Joshi
Under Secretary(CRSP)
Ministry of Drinking Water & Sanitation
Government of India
12th Floor Paryavaran Bhavan
C.G.O. Complex, Lodhi Road
New Delhi

Subject: Financial Bid for engaging Consultant for NGP

Name of Bidder (Organization) with website, address, contact no. & email id:

Sl. No.	Head	Total Cost (Rs)
I.	(a) Total cost of the project including All taxes, service charges etc (for 12 Months)	
	(In Words) Rupees	
II.	Last date of validity of the bid:	

Date:

Authorized Signatory

Place:

Name:

Seal of the Organization:

Designation

Annexure-IV**Evaluation of Technical Bid**

The Technical Bid will be evaluated by the Consultancy Evaluation Committee (CEC) based on the following scoring pattern

S.No.	Criteria	Maximum score	Evaluation criteria
A	Evaluation of Technical Bid document		
1.	Experience of Consultant	50	
i.	Total Experience in consultancy	10	1) For less than 5 years' experience – 0 marks 2) For minimum 5 yrs. experience – 5 marks 3) For each additional year experience – 1 marks 4) For 10 yrs. and more experience – 10 marks
ii.	Experience in monitoring/evaluation of Rural Drinking Water & Sanitation Programmes for last 5 years	15	1) For one study at National/State level – 5/3 2) For each additional study at National/State level – 2/1 No score for studies below State level
iii.	Experience in similar projects	25	1) For less than 2 years experience – 0 marks 2) For minimum 2 yrs. experience – 10 marks 3) For each additional year experience – 4 marks 4) For 6 yrs. and more experience – 25 marks
2.	Availability of Infrastructure	10	Server ≥ 2 : 3 Computer ≥ 10 : 3 Laser Printer B&W ≥ 2 : 1 Colour Printer ≥ 2 : 1 Scanner ≥ 1 : 1 Fax : 1
3.	Suitability of Team leader For the Assignment	10	
i	Qualification of Team Leader	5	(i) General: Doctorate : 3 PG : 2 Graduate : 1 (ii) IT related: PG : 3 Graduate : 2 No marks for others
ii	Experience of Team Leader	5	a) Minimum 2 years' experience in similar project – 2 marks b) For each Additional year – 2 Marks c) For 4 years and more – 5 marks
4.	Financial strength	10	a) For average annual turnover in consultancy services in the last 3 years : 50 lakh – 5 For additional 10 lakhs – 2 80 lakh and above – 10
B	Evaluation of Technical Bid document		
5.	Presentation	20	Understanding of NGP process and understanding of TOR
	Total	100	

The applicants scoring more than 40 marks against 'A' above will be invited for presentation before the CEC. The minimum qualifying score in the technical bid is 60

CONTRACT FOR CONSULTANT'S SERVICES

between

Ministry of Drinking Water & Sanitation, Govt. of India

and

(Name of the Consultant)

Subject:

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:

For and on behalf of the Ministry of Drinking Water & Sanitation,
Govt. of India.

Witnesses:

(i)

Signed by

(ii)

(Consultant)

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:

- i). Employer: Ministry of Drinking Water & Sanitation, Govt. of India, CGO Complex, New Delhi-110003.
- ii) Consultant: (Name)...(Designation)
Address:

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 30 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 in three installments as per terms & conditions given below:
 - d) First instalment of 30% of the total fee will be paid on completion of process up to the level of allocation of applicant PRIs to survey agencies.
 - e) Second instalment of 50% will be paid after scrutinising the field verification reports and comparison with the re-verification reports and finalisation of list of awardees.
 - f) Third & Final instalment of 20% 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.

- (b) 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.
- (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 '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.
- (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 Consultant and Consultant 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 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.
- (f) 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.
- (h) 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.