

**Government of India
Ministry of Rural Development
Department of Drinking Water Supply**

**12th Floor, Paryavaran Bhawan
CGO Complex, Lodhi Road
New-Delhi-110003
Dated:-23/12/2009**

TENDER NO: W-11042/07/2008(CRSP)

To,

As per attached list

Subject:: - Limited Tender Enquiry for Assessment Study of Impact and Sustainability of NGP in the Department of Drinking Water Supply, New Delhi.

I am directed to invite sealed limited tender enquiry from the reputed agencies for the above mentioned work.

2. General instruction and Terms & Conditions:-

- i) This Department reserves the right to accept or reject any tender without assigning any reasons thereof. Unrealistic rates/ rates exceeding the prevailing rates charged from other ministry/ department for similar services quoted by the bidders would debar them from being considered for this as well as future contracts by the Department.
- ii) This tender is non-transferable.
- iii) Tenderers may note that if the date of tender opening given in this Tender Document is declared a closed holiday by the Central Government, the tender shall be opened on the next working day at the same timing. In such and event the closing hours for receipt of tenders in DDWS will stand automatically extended up to 1500 hours of the next working day in the Central Government offices.
- iv) Tenders received late / delayed due to any reason whatsoever will not be accepted under any circumstances. In the event of any confusion, the time set in the clock in the CRSP division will be taken as standard and decisive.
- v) Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified.
- vi) **Validity of tender:** Tender shall remain valid for a period not less than 90 days after the date of opening.
- viii) **Award of contract:**
 - a) The Department will award the contract to the tenderer whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price.
 - b) Notwithstanding the above, the Department reserves the right to seek previous work orders, references etc. and to accept or reject any tenders and to cancel the process and reject all tenders at any time prior to award of contract.

3. Please inform us in writing at the following address [The Department of Drinking Water Supply, 12th Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi -110003], upon receipt:

- a) that you received the Letter of Invitation and Tender document; and
- b) that you will submit the proposal by the date & time indicated in part II of the information to consultants called project specific information.

4. Submission Of Limited Tender:

Tender papers are to be submitted to **The Director (CRSP), Department of Drinking Water Supply, 12th Floor, Paryavaran Bhawan, CGO Complex, Lodi Road, New Delhi – 110003**, within **22nd January, 2010** a sealed cover super scribing "**Limited Tender for Assessment Study of Impact and Sustainability of Nirmal Gram Puraskar**". The tender will be accepted up to 15:00 hrs on 22.01.2010 and will be opened at 16:00 Hrs on the same date.

Together with the Tender, the following details are to be sent:-

1. Full particulars of the Constitution, ownership, organizational structure and main activities of the prospective consultant, including details of full time professionals.
2. Audited Financial Accounts for the last three years.
3. Names and short CVs of the full time & part time researchers proposed to be involved in the work (the CVs would need to be backed by written commitment of the persons of availability of his service.)
4. Details of major studies in water, sanitation & health sectors undertaken during the last three years.
5. Number of All-India level survey of more than 10,000 household samples.


Prescribed format for application is mentioned at Annexure-I.

Proposals are to be submitted in two-bid system, with "technical and financial" bids, as per format mentioned in the tender document, sealed in separate envelopes, and both these envelopes put in a bigger envelope duly sealed, before submitting the same to the designated authority.

5. Clarification:

For any clarification, Shri Amit Kumar Saha, Assistant Adviser, CRSP Section, Department of Drinking Water Supply, 12th Floor, Paryavaran Bhawan, CGO Complex, Lodi Road, New Delhi – 110003, (Tel: 011-2436 2106) may be contacted.

Yours sincerely,


Amit Kumar Saha
Assistant Adviser
Department of Drinking Water Supply,
Ministry of Rural Development

ANNEXURE-I

**APPLICATION FORMAT FOR CONDUCTING ASSESSMENT STUDY OF
IMPACT AND SUSTAINABILITY OF NIRMAL GRAM PURASKAR**

A. Covering letter

Tender No. W-11042/7/2008-CRSP

Date: _____

To
The Director (CRSP),
CRSP Section
Department of Drinking Water Supply
Ministry of Rural Development
12th Floor Paryavaran Bhawan,
CGO Complex, Lodi Road,
New Delhi – 110003

**Subject: Limited Tender for Assessment Study of Impact and Sustainability of
Nirmal Gram Puraskar**

Sir,

We, the undersigned, offer our tender and undertake that the information submitted in the tender is correct to the best of our knowledge. We agree to the terms and conditions mentioned in the tender document. Dated this ____ day of _____

Signature: _____
(In the Capacity of :) _____
Authorized signatory for and on behalf of
(Name and Address of the Company)

Name:
Address:
Telephone No. :
Fax:
E-mail :

Name and Address of the Contact Person
Name:
Address:
Telephone No. :
Fax:
E-mail :

B. General Information of Company / Organisation

Sl No	Information Required	To be filled in by the Agency
1.	Date of Incorporation of Company (Copy of Certificate of Incorporation) OR In case of University Departments, the Date of Establishment with relevant certification from Head of University	
2.	Address of offices in India	
3.	Number of years for which the organization has done similar work	
4.	Financial turn over for last three years from consultancy services (One page summary of Annual Accounts)	
5.	Income Tax and Service Tax Registration Number (Registration Certificates)	
6.	Number of Consultants on rolls of the organization as on date of submission (Self Certification from Head of HR)	
7.	Self Declaration by Authorized Signatory that the organization is not blacklisted by any government organization in India	

C. Checklist

Name of Tenderer:

Sl No.	Activity	Yes/No /NA	Page No. in the Tender document	Remarks
1.	a. Have you enclosed EMD of required amount for the quoted schedules?			
2.	a. Have you enclosed duly filled Tender Form as per format?			
	b. Have you enclosed Power of attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4.	Have you kept validity of 90 days from the techno commercial tender Opening date as per the tender document?			
5.	a. In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
	b. In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			

Sl No.	Activity	Yes/No /NA	Page No. in the Tender document	Remarks
6.	Have you intimated the name and full address of your Banker (s) along with your Account Number?			
7.	Have you fully accepted payment terms as per Tender document?			
8.	Have you fully accepted delivery period as per Tender document?			
9.	Have you submitted the certificate of incorporation?			
10.	Have you accepted the warranty as per tender document?			
11.	Have you accepted terms and conditions of tender document?			
12.	Have you furnished documents establishing your eligibility & qualification criteria as per tender documents?			
13.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			

N. B.

1. All pages of the Tender should be page numbered and indexed.
2. The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required document in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the
Tenderer)
For and on behalf of

(Name, address and stamp of the tendering firm)

1. AGRICULTURAL FINANCE CORPORATION LTD. Northern Regional Office

B-1/9, Community Centre, Janakpuri
New Delhi-110058

2. ORG Centre for Social Research (The Nielsen Company)

3rd floor, Bharat Yuvak Bhawan,
1, Jai Singh Road, New Delhi-110001.

3. Social & Rural Research Institute (A Specialist Unit of IMRB International)

8, Balaji Estate, Guru Ravidass Marg,
Kalkaji, New Delhi 110019

4. Sambodhi Research & Communication Pvt.Ltd. & Feed Back Ventures P Ltd

O2, 3rd floor, Lajpat Nagar-II
New Delhi-110024

5. CMS, RESEARCH HOUSE

Saket Community Centre,
New Delhi 110017, India

6. Centre for Symbiosis of Technology Environment and Management-STEM

#11-12, First floor, BDA Complex,
Koramangala, Bangalore-560034

7. GfK MODE Pvt. Ltd.

K-12, Ground Floor, Green Park Extension,
New Delhi-110016

8. Consulting Engineering Services (I) Pvt. Ltd.

57, Manjusha Building, 5th Floor
Nehru Place, New Delhi-110019

9. VIMARSH THE CONSULTANCY GROUP

445, Udyog Vihar, Phase-III,
Gurgaon-122016 (Haryana)

10. Mott MacDonald Pvt Ltd.

A-20, Sector-2, Noida-201301
Uttar Pradesh, India

11. Pragna Research and Consultancy Services (A Unit of Capital Fortunes Pvt. Ltd)

6-3-649/1, First Floor, Nalanda Apartments
Somajiguda, Hyderabad-500082

12. Indian Institute of Public Administration

Indra Prastha Estate, Ring Road,
New Delhi-110002

13. Action For Food Production (AFPRO)

25/1 A Institutional Area, Pankha Road, D Block,
Janakpuri, New Delhi 110058

14 VISION EIS Consulting Pvt. Ltd. (Environment, Infrastructure and Social Development Consultants)

P-37/38, 1st Floor, Pandav Nagar, Gomati Complex
Mayur Vihar Phase-1, Delhi 110091

15 National Productivity Council

5-6, Institutional Area,
Lodi Road, New Delhi-110003

TENDER DOCUMENT

SECTION 1

Instructions to Consultants

Part I

1. Definitions

- (a) "Employer" means the Ministry / department who have invited the bids for consultancy services and with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) "Consultant" means any entity or person or associations of person who have been short-listed to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) "Day" means calendar day.
- (f) "Government" means the government of India
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- (i) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the short-listed consultants.
- (j) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.
- (k) "Proposal" means the Technical Proposal and the Financial Proposal.
- (l) "RFP" means the Request For Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (m) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (n) "Assignment / job" means the work to be performed by the Consultant pursuant to the Contract.
- (o) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (p) "Terms of Reference" (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.

2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 4.

2.3 The date, time and address for submission of the proposals have been given in Part II Data Sheet.

2.4 The short-listed Consultants are invited to submit a Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer's representative named in part II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.

2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.

2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of consultants and Sub-Consultants

3.1 If the consultant had formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such a association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

3.2 A short-listed consultant may associate with consultants and /or individual expert at the time of submission of proposal with. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the lead member of the association of the consultant shall be the consultant who has been short-listed by the Employer and employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

4. Clarification and Amendment of RFP Documents

4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.

4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job; (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets.

Conflicting relationships (iii) A Consultant (including its Personnel and Sub-

Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

6.1 If a short-listed Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

7.1 Short-listed Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. Proposal Validity

8.1 The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their proposals, under such circumstance the Employer shall not consider such proposal for further evaluation.

9. Preparation of Proposals

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.

9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a short-listed Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with a non-short-listed Consultant.

(b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

(c) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.

9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 2). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted alongwith the technical proposal.

(a) (i) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience alongwith the proposal and must submit letter of award / copy o contract for all the assignments mentioned in the proposal.

(b) (i) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the

Employer (Form TECH-3 of Section 2).

(c) (i) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 2. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 2) which will show in the form of a bar chart the timing proposed for each activity.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section 2.

(e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 2. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.

(f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 2).

(g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

11. Currency

11.1 Consultants shall express the price of their Assignment/job in Indian Rupees.

12 Earnest Money Deposit (EMD)

12.1 Earnest Money Deposit

- I. An EMD of **Rs. 40,000/-** in the form of DD drawn in favor of the **PAO, Ministry of Rural Development** and payable at Delhi, must be submitted along with the Proposal.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- IV. No bank guarantee will be accepted in lieu of the earnest money deposit.
- V. The EMD of the unsuccessful bidders would be returned back within

one month of signing of the contract.

12.2 The EMD shall be forfeited by the Employer in the following events:

- I. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- III. If the consultant tries to influence the evaluation process.
- IV. If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

13 Submission, Receipt, and Opening of Proposal

13.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 2, and FIN-1 of Section 3.

13.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

13.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals and EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "**DO NOT OPEN, BEFORE [21.01.2010]**". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**

13.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

14. Proposal Evaluation

14.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the

examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

14.2 The employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.

14.3 Evaluation of Technical Proposals:

CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

14.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

14.5 Public opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

14.6 The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

14.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet.

15. Negotiations

15.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

15.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the

Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

15.3 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

15.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

15.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

16. Award of Contract

16.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.

16.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-5, within 15 days of issuance of the letter of intent.

16.2 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

17. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

INSTRUCTIONS TO CONSULTANT

Part-II

DATA SHEET

- | Clause No.
of Data Sheet | Ref of ITC | Particulars |
|-----------------------------|------------|---|
| 1. | 2.2 | Name of Employer: Department of Drinking Water Supply
Ministry of Rural Development |
| 2. | 2.2 | Name of the Assignment/job is:
<i>Assessment Study of Impact and Sustainability of Nirmal Gram
Puraskar</i> |
| 3. | 2.5 | A pre-proposal meeting will be held:
Yes [18th January, 2010 at 3:00 PM] |
| 4. | 13.4 | Date & time and address for submission of proposal/ bid:

Date: [22 nd January, 2010]

Time: [Up to 3:00 PM]

Address: The Director (CRSP),
Department of Drinking Water Supply, 12 th Floor,
Paryavaran Bhawan, CGO Complex, Lodhi Road,
New Delhi - 110003 |
| 5. | 2.5 | The Employer's representative is: The Director (CRSP)

Address: Department of Drinking Water Supply, 12 th Floor,
Paryavaran Bhawan, CGO Complex, Lodhi Road,
New Delhi -110003
Telephone: 011-2436-4427

Facsimile: 011-2436-4869

E-mail: vijay.mittal@nic.in |
| 6. | 2.6 | The Employer will provide the following inputs and facilities:

The information on Nirmal Gram Purashkar and facilitate to coordinate with
State Govts to carry out the job. |
| 7. | | The Employer envisages the need for continuity for downstream work: No |
| 8. | 8.1 | Proposals must remain valid [90 days] days after the date of opening. |
| 9. | 4.1 | Clarifications may be requested not later than [7] days before the |

submission date.

The address for requesting clarifications is: Assistant Adviser (CRSP)
Department of Drinking Water Supply,
12th Floor, Parayavaran Bhawan, CGO
Complex,
Lodhi Road, New Delhi -110 003

Facsimile: 011-2436-4869
E-mail: ddws_aksaha@nic.in

10. 9.4 The formats of the Technical Proposal to be submitted are:
- Form Tech 1: Letter of Proposal submission
 - Form Tech 2 : Consultant's organization & experience
 - Form Tech 3 : Comments & suggestions on TOR
 - Form Tech 4 : Approach & methodology
 - Form Tech 5 : Team composition
 - Form Tech 6 : Curriculum vitae
 - Form Tech 7 : Staffing Schedule
 - Form Tech 8 : Work Schedule
 - Form Tech 9 : Comment / modification suggested on draft contract.
 - Form Tech 10 : Information regarding any conflicting activities and declaration thereof.
12. Training is a specific component of this Assignment/job: No
13. 11.1 Consultant to state the cost in Indian Rupees:
14. 13.3 Consultant must submit the original and [2] copies of the Technical Proposal, and the original of the Financial Proposal.
15. 14.4 Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed: **Simplified evaluation.**

Simplified Procedure for evaluation of Technical Proposals

(i) Minimum Annual Turn over of Rs. 40.00 Lakhs

(ii) Specific experience of the Consultants (that is, the firm's) relevant to the Assignment/job: [Specify the nature of the experience required and the number of minimum assignments / jobs performed in the past.] The CSC will divide the Proposals into qualifying and non-qualifying category. The non-qualifying proposals shall be treated as un-responsive.

- The agency must have conducted at least one All-India level survey with minimum sample size of 10,000 in last 3 years.

(iii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: The CSC will classify them as qualifying / non-qualifying. The non-qualifying proposals will be treated as non-responsive.

The methodology and work plan will be evaluated under the following two sub criteria:

- a) Work plan
- b) Organization and staffing

(iv) Key professional staff qualifications and competence for the Assignment/job:

The CSC shall first see if the consultant has provided all the professionals as per the requisite expertise. If the consultant has not provided all the professionals as per the requisite expertise, the bids can be termed as non-qualifying. The qualification & experience of key professionals including the team leader will be evaluated for the following sub-criteria:

- 1) General qualifications (Education, special training, age etc.)
- 2) Adequacy for the Assignment/job (experience, positions held etc.)
- 3) Experience in region and language (specific local area experience and language proficiency)

The CSC will classify them as **qualifying / non-qualifying**. The non-qualifying proposals will be treated as non-responsive.

Sl No	Key Professional Staff	Qualification	Experience
1	Statistician – at least one	Minimum Masters Degree in the field	At least Five years experience
2	Sociologist – at least one	Minimum Masters Degree in the field	At least Five years experience
3	Public Health Specialist – at least one	Minimum Masters Degree in the field	At least Five years experience
4	System Analyst - at least one	Minimum Masters Degree in the field	At least Five years experience
5	Editor/Report Writer - at least one	Minimum Masters Degree in the field	At least Five years experience

16. 14.7 Method of Selection:

In the case of simplified procedure of technical evaluation, the consultants who are found qualified under all the parameters of the eligibility criteria mentioned above under paragraph 15 will be considered technically qualified for award of contract. Price bids of all these technically qualified firms will be opened and **contract awarded to the lowest bidder**, after negotiations, if necessary.

17. Expected date for commencement of consulting Assignment/job
[February, 2010] at: [Delhi]

18. Location for performance assignment / job: Various States of India

SECTION 2

Technical Proposal

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [The Director (CRSP),
Department of Drinking Water Supply,
12th Floor, Paryavaran Bhawan, CGO Complex,
Lodhi Road, N Delhi -110003]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

CONSULTANT'S ORGANIZATION AND EXPERIENCE**A - Consultant's Organization**

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc shall be provided]

B - Consultant's Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment/job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any	
1.13	No of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job	

Note: Please provide documentary evidence form the client i.e. copy of work order, contract for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.** The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing.** The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:

[For each position of key professional separate form Tech-6 will be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the

following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: [Signature of staff member or authorized
Place: representative of the staff]

[Full name of authorized representative]:

STAFFING SCHEDULE

S.No.	Name of Staff	Staff input (in the form of a bar chart)										Total Months
		1	2	3	4	5	6	7	8	9	10	

1.

2.

3.

Note:

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

WORK SCHEDULE

S.No.	Activity	Months							Total Months	
		1	2	3	4	5	6	7	8	9

- 1.
- 2.
- 3.
- 4.

- 1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 1. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 1. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SECTION 3

Financial Proposal

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To
The Director (CRSP),
Department of Drinking Water Supply,
12th Floor, Paryaran Bhawan, CGO Complex,
Lodhi Road, N Delhi -110003

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures1]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address	Amount and Purpose of Commission	Gratuity of Agents
------------------	----------------------------------	--------------------

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

SUMMARY OF COSTS

S.No.	Particulars	Amount in Rupees	Amount in words
1	Total cost of Survey, preparation of report etc. including all deliverables as per tender document.		
2	Service Tax / Any other tax		
3	Total		

Authorized Signature

Name:

Designation

Name of firm:

Address:

SECTION 4
Terms of Reference

TERMS OF REFERENCE

Objective and Scope of Work

Assessment Study of Impact and Sustainability of Nirmal Gram Puraskar

I. Background Rural Sanitation- CRSP, TSC

Water and sanitation were included in the national agenda during the country's First Five year plan (1951-56). It was only in the early eighties, with the thrust of the International Water and Sanitation Decade, that India's first Nation wide programme for rural sanitation, the *Central Rural Sanitation Programme* (CRSP), was launched in 1986 by Ministry of Rural Development with the objective of improving the quality of life of rural people and to provide dignity to women. The programme provided large subsidy for construction of sanitary latrines for BPL households. It was supply driven, highly subsidized, and gave emphasis on a single construction model. The CRSP did not give any importance to school sanitation, which is considered as one of the vital components of sanitation. CRSP also failed to have linkages with various local institutions like ICDS, Mahila Samakhya, women PRIs, NGOs, research institutions, SHGs ETC. Keeping in view these limitations CRSP was restructured in 1999 with the emergence of above findings with a provision for phasing out the allocation-based component by the end of the Ninth Plan i.e. 2001-2002 and moving from a project mode of implementation into a people's campaign towards achieving total sanitation.

Government of India's reforms in sanitation along with the water supply thus started to gain in strength from the middle of 1999 onwards. In the new approach, **Total Sanitation Campaign** was launched in April 1999, advocating a shift from a high subsidy to a low subsidy regime, a greater household involvement and demand responsiveness, and making provision for the promotion of a range of toilet options to promote increased affordability. Total Sanitation Campaign (TSC) emphasized more on Information, Education and Communication (IEC), Human Resource Development, Capacity Development activities to increase awareness among the rural people and generation of demand for sanitary facilities. The programme is being implemented with a focus on community led and people centered initiatives.

II. Objectives of the TSC are:

1. Bring about an improvement in the general quality of life in the rural areas.
2. Accelerated sanitation coverage in rural areas to access to toilets to all by 2012.
3. Motivate communities and Panchayat Raj Institutions promoting sustainable sanitation facilities through awareness creation and health education.
4. In rural areas, cover schools by March 2008 and Anganwadis by March 2009, with sanitation facilities and promote hygiene education and sanitary habits among students.
5. Encourage cost effective and appropriate technologies for ecologically safe and sustainable sanitation.
6. Develop community managed environmental sanitation systems focusing on solid and solid waste management.

III. Programme Components and activities for TSC implementation

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

Nirmal Gram Puraskar (Guideline for NGP 2009 is enclosed in Annexure II)

To add vigour to the TSC, an incentive scheme for fully sanitized and open defecation free Gram Panchayats, Blocks, and Districts called the 'Nirmal Gram Puraskar' was introduced in 2003 and first award was given in 2005. The incentive pattern is based on population criteria as given below.

Incentive pattern under Nirmal Gram Puraskar (in Rs. Lakh)

Particulars	Gram Panchayat					Block		District	
	Less than 1000	1000 to 1999	2000 to 4999	5000 to 9999	10000 and above	Up to 50000	50001 and above	Up to 10 lakhs	Above 10 lakhs
PRI	0.50	1.00	2.00	4.00	5.00	10.00	20.00	30.00	50.00
Individuals	0.10					0.20		0.30	
Organisation/s other than PRIs	0.20					0.35		0.50	

The incentive provision is for PRIs as well as individuals and organizations that are the driving force for full sanitation coverage.

IV. NGP IMPLEMENTATION FRAMEWORK

Objectives of Nirmal Gram Puraskar

The main objectives of Nirmal Gram Puraskar (NGP) are:

1. To bring the topic of sanitation to the forefront of social and political development discourse in rural India.
2. To develop open defecation free and clean villages which will act as models for others to emulate.
3. To give incentive to PRIs to sustain the initiatives taken by them to eliminate the practice of open defecation from their respective geographical area by way of full sanitation coverage.
4. To increase social mobilization in TSC implementation, by recognizing the catalytic role played by organizations in attaining universal sanitation coverage

Eligibility Criteria for NGP applicants

The Award shall be given in two categories:

1. All Panchayati Raj Institutions (PRI), i.e. Gram Panchayats, Intermediate Panchayats and District Panchayats, are eligible for applying for the Nirmal Gram Puraskar.
2. Individuals and organizations which have made exceptional contributions for the promotions of sanitary habits in rural areas.

The eligibility criteria for NGP award are that:

- All households in the PRI area must have access to and all members should be using individual toilets or community complexes.
- All Government, private aided and unaided schools and Anganwadis must have functional and clean toilets and urinals. All co-educational schools above primary level must have separate urinals and toilet blocks for boys and girls.
- Complete elimination of open defecation within the boundaries of the PRI. Nobody, including floating population, defecates in the open and child faeces are disposed of in toilets.
- All water sources to have proper platforms and drainages around them.
- The PRI must have a functional mechanism for household garbage collection and disposal, including the segregation and proper treatment of biodegradable and non-biodegradable waste.
- Solid and Liquid Waste Management (SLWM) should be carried out as per the rules framed by the Department, which could be revised from time to time. No garbage dumping and water logging should exist within the boundaries of the PRI.

Procedure for claiming NGP

The procedure for applying for the Nirmal Gram Puraskar is as follows:

- There are 2 application forms developed one for PRI and another for Individuals & Organizations. These application forms are available on www.ddws.nic.in which can be downloaded. If required, the same can be translated in local language by the State Government or Project Implementing Agencies and circulated to all the eligible applicants.
- The applications should be duly scrutinized at the District Level and only on being fully satisfied with regard to the eligibility, it should be forwarded to the State Government.

- The State Government should make its own arrangement for the verification of the claims. There are two checklists for the two types of application forms, which are also hosted on www.ddws.nic.in. The checklist should be filled in and certified by the State Secretary in-charge of Rural Sanitation and forwarded to Department of Drinking Water Supply, Ministry of Rural Development.

Details of Study Requirements

Department of Drinking Water Supply (DDWS), Ministry of Rural Development, 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 assessment study of the impact and sustainability of Nirmal Gram Puraskar (NGP) in the Country. The study should be completed within three months of the award of work.

A critical performance/ appraisal report of NGP since 2005 when the NGP was introduced as a component of TSC.

V. PURPOSE OF THE STUDY

The main purpose of the assessment study is to assess the impact of NGP on the pace of progress of sanitation availability and usage in the country under TSC and its related impacts on health, education, gender empowerment, social inclusion in rural areas on different user groups particularly the rural poor. 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 provide important evidence on whether the NGP component of the TSC to be continued and if so till when and with what modifications so as to reach the goal of 100% sanitation coverage and usage in rural areas of the country by 2012. The study will provide a national level report on assessment of impact of NGP.

The study should focus on the following issues –

- a) What is the impact of NGP on the 1) Pace of progress of TSC, 2) effect on selected health parameters like diarrheal diseases, Child Mortality Rate and 3) Gender relations and social inclusion in awarded PRIs?
- b) What is the impact of NGP on improving coverage and usage of toilets by households, men, women, infants, adolescent girls, disabled and aged?
- c) Whether the principles of NGP have been fully sustained in the awarded PRIs?

- d) How the process of preparing for NGP award has influenced i) other sanitation related activities and ii) educational and economical change & gender sensitivity in the awarded PRIs?
- e) What are the factors leading to better impact and sustainability and measures to be taken to strengthen impact and sustainability?
- f) What are the differentiating factors leading to achievement of NGP status?
- g) How has the NGP award money been utilized?
- h) Whether NGP should be continued? If so till when and with what modification?

INDICATORS

Performance indicators:

- Access to toilets – individual, shared ,community –
- Percentage of households, individuals resorting to open defecation regularly
- Functionality and reasons for non-functionality of toilets built
- Years since toilets constructed
- Type of toilet used
- Usage and reasons for non-usage of toilets
- Practices followed for disposal of child faeces
- Awareness of need and methods for disposal of waste/ sludge /excreta
- Availability, adequacy and condition/functionality of toilets and urinals in Schools separately for boys and girls
- Arrangements for hand washing, water, soap/ash/etc in schools and anganwadis
- Schools with facilities for safe disposal of sanitary pads
- Availability, adequacy and condition/functionality of baby friendly/ other toilets and urinals in Anganwadis baby friendly toilets
- Observation of garbage dumping , water logging
- Mechanisms for garbage collection and disposal
- Methods for black water and grey water disposal and for drainage to prevent water logging.
- Whether all water sources to have proper platforms and drainages around them
- Key hygiene practices –
Hand wash before/after food intake and after using toilet among adults and children
- Method of washing – water/soil/ash/soap & water

Sustainability indicators:

- Motivating factors for toilet construction and usage
- Activities taken up for awareness generation and social mobilization process
- Persons/institutions leading the awareness generation and social mobilization process
- Maintenance of ODF status after NGP award

- Action taken by Gram Panchayat(e.g. fines for open defecation, resolution etc.), community, others to maintain ODF status
- Present condition, cleanliness of toilets , individual, shared, community, school, anganwadi
- O&M arrangements for upkeep of community, school and anganwadi toilets
- Awareness about linkages between water sanitation and health
- Availability of water
- Availability of mug/vessel/tumbler
- Availability of maintenance worker
- Availability of mason for repairs
- School & Anganwadi Sanitation – Prevalence of personal hygiene practices among children

Impact indicators

- **Health** : a) Reduction of water and sanitation related diseases like Diarrhea, Jaundice, Worm infestations, UTI: Infant mortality Malnutrition, and Maternal mortality
 - b) Physical security of women and adolescent girls,
 - c) Better personal and domestic hygiene practices- Hand washing practices, proper disposal of feces, hygiene practices in storage of water
 - d) Better understanding of the water and excreta related diseases
- **Education** : Increase in attendance and retention rates of children (especially girls) in school; Increase in active participation within class, and attention levels within class
 - **Economic** : Reduction of time for going for open defecation; Increase in productive man days due to lower morbidity; Reduction in medical expenses; Better utilization of time.
 - **Gender**: Women's perception about level of privacy, dignity provided by access to sanitation
 - Women's perception about safety of using water and sanitation services
- **Environmental**: Reduction in open defecation, Proper drainage, solid and waste management.

VI. METHODOLOGY

The study is to be undertaken in 12 States, which are categorized by their performance in the TSC Programme, viz. High, Average and Low performing. Given below is the distribution of GPs in the states according to the year:

Table1: Distribution of GPs with NGP (NGP-GP) in 12 states

Category	State	2005+2006	2007	2005-2007 (2007+)	2008
High	Kerala	7	220	227	600
	West Bengal	136	470	606	328
	Tripura	37	46	83	30
	Haryana	0	60	60	798
Average	Maharashtra	393	1974	2367	4301
	Uttar Pradesh	40	488	528	729
	Himachal Pradesh	0	22	22	245
	Andhra Pradesh	10	143	153	662
Low	Rajasthan	0	23	23	141
	Bihar	4	39	43	156
	Chhattisgarh	12	90	102	300
	Karnataka	0	121	121	479
Total				4335	8769

The scheme of selecting the NGP-GP will be as follows:

- Since the awardees are distributed over four different time points (years) and the study is intended to see the sustainability of the scheme, we would take the awardees from 2008 and those of years 2005, 2006 and 2007 together. The clubbing is necessary in view of very few awardees in 2005 and 2006 as compared to 2008. Taking 2005, 2006 and 2007 awardees together will give a balanced distribution.
- Though the 12 states of our interest belong to three different categories, we will not assign any priority to the states based on its categorization while selecting NGP-GPs.
- There are around 13000 NGP-GPs in these twelve states under study. We could have selected the GPs randomly from each of these states separately, but that may result into scattering of the samples throughout the state and would involve higher cost in carrying out the survey.
- In order to contain the cost we would select district from these states in a manner that we have awardees from both the time points viz. group of 2005, 2006 and 2007 awardees together (to be hereinafter referred to as 2007+) as well as in 2008. A list of districts which are common to both the time points has been worked out and the total number of such districts in each state is also shown in Table 2. Selection of blocks with such constraint would have been difficult given the variable number NGP-GPs within a block and the possible large number of unmatched blocks between 2007+ and 2008.

Table 2: No. of common districts and allocation of districts for each state

Category	State	No. of common districts	District allocation	No. of GPs in common districts		No. of GPs allocated*		House-holds to be surveyed*
				2007 +	2008	per district	total	
High	Kerala	13	4	228	548	6	24	360
	West Bengal	13	4	606	327	6	24	360
	Tripura	3	2	79	30	7	14	210
	Haryana	8	3	60	295	6	18	270
Average	Maharashtra	33	9	2367	4301	6	54	810
	Uttar Pradesh	54	15	528	688	6	90	1350
	Himachal Pradesh	5	2	22	105	7	14	210
	Andhra Pradesh	17	5	152	639	6	30	450
Low	Rajasthan	8	3	23	91	6	18	270
	Bihar	7	2	44	94	7	14	210
	Chhattisgarh	5	2	102	140	7	14	210
	Karnataka	10	3	71	469	6	18	270
Total		176	54	4282	7726		332	4980

* for each time point

- Select 54 districts out of the 176 of such districts (about 30 per cent) in our sample by proportionately allocating the districts to each state after allowing for a minimum of 2 districts in a state.
- Select the allocated number of districts from each state randomly using PPS sampling (Probability Proportional to Size) using number of GPs as the size variable, implying that districts with higher number of GPs will have higher probability to be in the sample.
- Then select the 664 GPs from the selected district, with equal number (332 GPs) from each of the two time points viz., 2007+ and 2008. The number of NGP-GPs to be selected from each selected district will be allocated in such a manner so as to have sufficient number of sample observations for a reliable estimate at the state level for each time point. Selection of the GPs within a state will also be done randomly using PPS scheme, size being population of the GPs.
- In the selected GPs all households to be listed and select 15 households randomly using Circular Systematic Sampling procedure and canvass the questionnaire designed for the survey. **Therefore, 9,960 households will be the total sample size.**

VII. DATA COLLECTION

The data for the evaluation study will be collected by combination of qualitative and quantitative methods.

Quantitative Methods

Primary Data: The primary data will be collected on the objectively verifiable indicators and factual information related to sanitation services.

Secondary Data: The data on the TSC and NGP available from the website of Department of Drinking Water, 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 groups discussions
- Checklist
- Qualitative notes (Collected at State, District and Block levels)

VIII. SCHEDULE OF TASKS, TIMELINE AND DELIVERABLES

1st Deliverable - Inception Report, End of 1st Fortnight: Inception report detailing (i) survey designs, (ii) format of questionnaires, (iii) nation specific work plan with timeline and milestones; (iv) proposed method for QA, cleaning, analysis and presentation of results; (vi) structure of final report (national). Inception report is to be presented to DDWS in Delhi and will be finalized by DDWS within 10 working days after submission.

2nd Deliverable – Field data collection, one month 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. Raw data are to be submitted in CD.

3rd Deliverable: Presentation on Analysis and Findings, 15 days after completion of second deliverable: Preliminary presentation on NGP at National level is to be made to DDWS, highlighting key findings from analysis for discussion and finalization.

4th Deliverable: Final report, within 15 days after receiving comments from the DDWS: Assessment of impact and sustainability of NGP at the national level. Ten hard copies are to be submitted.

The reports should also be made available in CD (3 copies). The raw data should also be delivered in CD in MS-Excel format along with codes.

SECTION 5

Standard Form of Contract

Contents

- I. Form of Contract
- II. General Conditions of Contract
 - 1. General Provisions
 - 2. Commencement, Completion, Modification and Termination of Contract
 - 3. Obligations of the Consultant
 - 4. Consultants' Personnel and Sub-Consultants
 - 5. Obligations of the Employer
 - 6. Payments to the Consultant
 - 7. Fairness and Good Faith
 - 8. Settlement of Disputes
 - 9. Liquidated Damages
 - 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
 - Appendix A – Description of Services
 - Appendix B - Reporting Requirements
 - Appendix C - Staffing Schedule
 - Appendix D - Cost Estimates in Foreign Currency
 - Appendix E - Duties of the Employer

CONTRACT FOR CONSULTANTS' SERVICES

Between

[Name of the Client]

and

[Name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between the President of India acting through (designation), Ministry of ----, Department of -----, Government of India, (office address), [name of employer] (hereinafter called the "Employer"), of the First Part and, [name of Consultant] (hereinafter called the "Consultant") of the Second Part.

[Note: If the Consultant consists of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Employer") and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the "Consultant").

WHEREAS

- (a) the Consultant, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide 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:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix D: Cost Estimates
Appendix E: Duties of the "Employer"
Appendix F: Duties of the Consultant

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

(a) The Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) The "Employer" shall make payments to the Consultant in accordance with the 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.

Signed by -----

In presence of 1. For and on behalf of the President of India [name of "Employer"]

(Witnesses)

(i) [Authorized Representative]

(ii)

2. for and on behalf of [name of Consultant]

In presence of

(Witnesses)

(i)

(ii) [Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. for and on behalf of each of the Members of the Consultant.

[Name of member]

[Authorized Representative]

4. [Name of member]

[Authorized Representative]

II. General 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) "Consultant" means any private or public entity that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of India
- (i) "Local Currency" means Indian Rupees.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (k) "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (r) "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 and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf 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 address specified in the SC.

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 the SC.

1.6 Location: The Services shall be performed at such locations as are specified in **Appendix A hereto** and, where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7 Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any Document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the SC.

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

1.10 Fraud and Corruption

1.10.1 **Definitions:** It is the Employer's policy to require that Employers as well as

Consultants 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 any thing 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;

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's" notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in

the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 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. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the 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 such events and which has caused the 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 or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 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.

2.7.3 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 is 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 fourteen (14) days following the 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 prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force

Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1.1 By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1.

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 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".

- (ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (f) 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, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (g) 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 sixty (60) days.
- (h) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (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 GC 8 hereof within forty-five (45) 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 sixty (60) days.
- (c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 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 GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services : Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 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 expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider 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 client 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 client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

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 technology and safe and effective equipment, machinery, materials and methods. 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 dealings with Sub-Consultants or Third Parties.

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 the 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 not to benefit from Commissions, Discounts, etc ∴ (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to

ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities : The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality : Except with the 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 the 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 Insurance to be Taken out by the Consultant : The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but **on terms and conditions approved by the "Employer"**, insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer"'s request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing : The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.6 Consultant's Actions Requiring "Employer"'s Prior Approval : The Consultant shall obtain the "Employer"'s prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an

extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 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. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer"'s prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "Employer": Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer"'s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

Equipment and Materials provided by the Consultants: Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel : (a) 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 and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with

respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel : The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

4.4 Removal and/or Replacement of Personnel : (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the 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 the performance of any of the Personnel, then the Consultant shall, at the "Employer"'s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person.

Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

(ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager : If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions : Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties : If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the "Employer": (a) The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and **free of any charge**, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 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 GC 6 of this Contract.

5.5 Counterpart Personnel : (a) If necessary, the "Employer" shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Consultant's advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding "Employer"'s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of

the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(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. 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 as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a

final report and a final statement approved by the "Employer" in accordance with the above.

(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 the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) 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 / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing 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 deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(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 shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.

(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 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 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 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 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. 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 in India at the place indicated in SC 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 majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators 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 both the parties 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 [20] % of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 2% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to [2] % of total cost of the services for every week 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 Contractor/Consultant shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/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.

(vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.

(vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that 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 (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause Ref. of GC Clause Amendments of, and Supplements to, Clauses in the General conditions of Contract

1. 1.5 The addresses are:

1. "Employer": Department of Drinking Water Supply, 12th Floor,
Paryavaran bhawan, CGO Complex, Lodhi Road,
N Delhi -110003

Attention : Sri Vijay Mittal, Director (CRSP)

Facsimile : 011-2436-4869

2. Consultant :

Attention :

Facsimile :

2. 1.7 {Lead Partner is [insert name of member]}

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

3. 1.8 The Authorized Representatives are:

For the "Employer": The Director (CRSP),
Department of Drinking Water Supply, 12th Floor, Paryavaran Bhawan,
CGO Complex, Lodhi Road, N Delhi -110003

For the Consultant:

4. 2.1 The effectiveness conditions are the following:

The contract will be effective from the Date of the signing of the contract

5. 2.2 The time period shall be [From the Date of the signing of the contract].

6. 2.3 The time period shall be [From the Date of the signing of the contract].

7. 2.4 The time period shall be [six months].

8. 3.4 Limitation of the Consultants' Liability towards the "Employer"

{Note: Proposals to introduce exclusions/limitations of the Consultants' liability under the Contract should be carefully scrutinized by Employers/"Employer"s. In this regard the parties should be aware of the Employer's policy on this matter which is as follows:

1. If the Parties agree that the Consultants' liability should simply be governed by the Applicable Laws of India, they should delete this Clause SC 3.4 from the SC.

3. If the Parties wish to limit or to partially exclude the Consultants' liability to the "Employer", they should note that, to be acceptable to the Employer, any limitation of the Consultants' liability should at the very least be reasonably related to (a) the damage the Consultants might potentially cause to the "Employer", and (b) the Consultants' ability to pay compensation using their own assets and reasonably obtainable insurance coverage. The Consultants' liability should not be limited to less than a multiplier of the total payments to the Consultants under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultants are liable only for the re-performance of faulty Services is not acceptable to the Employer. Also, the Consultants' liability should never be limited for loss or damage caused by the Consultants' gross negligence or willful misconduct.

9. 3.5 The risks and the insurance coverage shall be as follows:

(Note: Delete/modify whichever is not applicable)

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency];

(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];

(c) Professional liability insurance to cover the employer against any loss suffered by the employer due to the professional service provided by the Consultant, with a minimum coverage of [insert amount and currency];

(d) Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.

Note: If there are no other actions, delete this Clause SC 3.6.

10 4.5 {the person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.5.}

11. {5.1} Note: List here any changes or additions to Clause GC 5.1. If there are no such changes or additions, delete this Clause SC 5.1.

12. 6.1 (b) the ceiling in local currency is: [insert amount and currency]

13. 6.3

Payment will be made based on milestones indicated for each activity as below:

Sr No	Milestone (Deliverables)	Time period for submission	Payment (as % of the total service cost)
1	Inception Report	Within 15 days of the signing of Contract	20% Advance against equivalent Bank Guarantee as per enclosed format
2	Submission of raw data and Interim Presentation on Analysis & Findings	Within 2 month of the signing of Contract	20%
3	Final Report	Within 3 month of the signing of Contract	60%
Total			100%

14. 8.3 The Arbitration proceedings shall take place in Delhi in India.

Binding signature of Employer Signed by
_____ (for and on behalf of the President of
India)

Binding signature of Contractor Signed by
_____ (for and on behalf of
_____ duly authorized vide Resolution No _____ dated
_____ of the Board of Directors of _____)

In the presence of
(Witnesses)

- 1.
- 2.

IV. APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

The Employer will provide information on Nirmal Gram Purashkar and facilitate to coordinate with State Govts to carry out the job.

Guidelines for Nirmal Gram Puraskar

To give a fillip to the Total Sanitation Campaign (TSC), Government of India launched the Nirmal Gram Puraskar (NGP) in October 2003 and gave away the first awards in 2005. NGP seeks to recognise the efforts made by PRIs and institutions who have contributed significantly towards ensuring full sanitation coverage in their areas of operation. TSC lays strong emphasis on Information, Education and Communication (IEC), capacity building and hygiene education for effective behaviour change with the involvement of PRIs, CBOs, NGOs, etc. NGP is aimed at augmenting the efforts made under this IEC campaign.

During the first year of NGP (2004-05), 478 PRIs applied for the award. However, after due verification only 40 (8.31 per cent) of them were found eligible. The number of PRIs that applied during 2005-06 was 1,582, of which 769 (45.77 per cent) were finally awarded. During 2006-07, 9,867 PRIs sent in applications. Only 4,959 (49.63 per cent) of them were found eligible for the award. During 2007-08 more than 30,563 applications were received for NGP award. Of these only 12,382 (39.%) were found eligible for the award. Even after the selection process, there were a number of complaints regarding the verification process, malpractices indulged in by the verification agencies, etc. which prompted the Government of India to carry out reverification of a number of Gram Panchayats. In 2007-08 all NGP awardees of previous years were reverified to ensure they had sustained their NGP status before the NGP 2008 awardees for each State were finally selected.

Over the last four years, it has been found that State and District authorities have been simply forwarding the applications, at times in anticipation of the PRI attaining the "Nirmal" status. There is a need to increase the stake of States and Districts as well. Also, the Puraskar is an incentive to promote Total Sanitation Campaign. It should be linked to the progress and goals of the Campaign itself. These guidelines seek to incorporate the concepts of increasing involvement of State and District, decentralization of the scrutiny process and linking the Puraskar to the progress of TSC, incorporating the learnings accrued over the years and make the entire process transparent and objective.

Objectives of Nirmal Gram Puraskar

The main objectives of Nirmal Gram Puraskar (NGP) are:

1. To bring the topic of sanitation to the forefront of social and political development discourse in rural India.
2. To develop open defecation free and clean villages which will act as models for others to emulate.

3. To give incentive to PRIs to sustain the initiatives taken by them to eliminate the practice of open defecation from their respective geographical area by way of full sanitation coverage.
4. To increase social mobilization in TSC implementation, by recognizing the catalytic role played by organizations in attaining universal sanitation coverage

Eligibility Criteria for NGP applicants

The Award shall be given in two categories:

1. All Panchayati Raj Institutions, ie, Gram Panchayats, Intermediate Panchayats and District Panchayats, are eligible to apply for the Nirmal Gram Puraskar. No PRI can apply for NGP more than thrice, including re-verification application, if any.

The eligibility criteria for NGP award are that:

- All households in the PRI area must have access to and all members should be using individual toilets or community complexes.
- Where households are using community toilet complexes instead of individual toilets, the community toilet complex should have one latrine seat for every one to a maximum of three such households. Each latrine seat should be exclusively used and maintained by these households only. Each family should have duplicate individual keys and be responsible for its maintenance.
- All Government, private aided and unaided schools and Anganwadis must have functional and clean toilets and urinals. All co-educational schools above primary level must have separate urinals and toilet blocks for boys and girls. Toilets and urinals should be available separately for boys and girls in adequate proportion, one urinal for every 20 to 40 and one lavatory for every 80-120 boys/ enrolled in the school.
- Complete elimination of open defecation within the boundaries of the PRI. Nobody, including floating population, defecates in the open and child faeces are disposed of in toilets.
- The applicant Gram Panchayat/ all Gram Panchayats in applicant PRI jurisdiction should adopt a resolution in the Gram Sabha to ban open defecation within their jurisdiction. The resolution must also include provision for imposing suitable penalty on the offenders and a system for monitoring to prevent open defecation. A copy of the resolution should be attached with the application.
- All water sources to have proper platforms and drainages around them.
- The PRI must have a functional mechanism for household garbage disposal and a functional drainage system and cleanliness should be maintained in the inhabited areas. No garbage dumping and water logging should exist within the inhabited gaathan/gramthana/lal dora areas of the villages in the PRI. Prevention of open defecation and increasing use of safe sanitation would lead to positive impact on health parameters. There should be a reduction in the number of

diarrheal cases and diarrheal deaths in the PRI jurisdiction according to the statistics maintained by the concerned ANM/PHU/PHC.

- PRIs that promote innovative methods to universalize sanitation, such as SHGs making sanitary pads and their safe disposal through incinerators in schools / community, safe disposal of infant faeces, systems designed for accessibility and use of aged, infirm, physically challenged, etc. would be given weightage in selection for NGP.

2. Organizations such as NGOs, CBOs and SHGs who have been the driving force for effecting full sanitation coverage in the respective PRI area, duly recommended and nominated by the State are eligible to be considered for the NGP. Only such organizations will be considered for the awards that have made outstanding contribution to the cause of sanitation. The criteria for recommendation and nomination will be as follows:

- The area of operation of the Organisation should be at the Block or District level.
- The Block/District Panchayat as the case may be, must have got the Nirmal Gram Puraskar.
- The Organisation should have been working in at least 25 per cent GPs of Intermediate / District Panchayat and should have verifiably contributed to their getting the NGP.
- Subject to the condition that the concerned Block/District Panchayat having got the NGP, organizations that have promoted innovations like accessibility to public toilets by differently abled persons, environment friendly garbage disposal, re-use and re-cycling of waste water and garbage, etc., or done exemplary work in special circumstances like disasters, difficult areas etc, may also be nominated by the State.

Incentive Amount Pattern

Incentive amounts to PRIs are offered based on a population criterion, which is given in the table below.

PRI	Population of Gram Panchayat					Popn. Of Intermediate Panchayat		Popn. Of District Panchayat	
	Less than 1000	1000 to 1999	2000 to 4999	5000 to 9999	10,000 and above	Upto 50000	50001 and above	Upto 10,00,000	More than 10,00,000
Population Criteria as per Census 2001									
Incentive Amount (Rs in Lakh)	0.5	1.0	2.0	4.0	5.0	10.0	20.0	30.0	50.0

Incentive amount is offered only to PRIs. Organisations will be given citations and trophies in recognition of their efforts.

Application Procedure

For PRIs

PRIs are required to submit applications in the prescribed format given in Annexure 1. Applications submitted by PRIs will be verified by the States concerned on their own. States may decide on whether to levy a fee on each application, which will not be refunded if the applicant fails to win the award.

For Organisations

Organisations are required to be nominated by district level officials. After getting nominated, such organisations are required to submit their applications in the prescribed format given in Annexure 2.

Dates of Application, Verification and Award

The NGP function will be held in the month of November every year. Applications can be entered or submitted by the PRIs throughout the year. All applications received upto 15th February will be considered for that year's award. Verification by States should be completed by 15th April and final names to be sent to DDWS by 15th May through the on-line system of the Department. DDWS will complete the sample verification by 15th June and publish the provisional list of Awardees by 15th July. Any request for re-verification will be entertained upto 15th August only and final list of Awardees published by 15th September. Requests not adhering to this timeline will be considered for the next year list.

However in the case of awards for 2009, the last date for receipt of applications would be 30th June, 2009. Verification by States to be completed by 15th August and final names to be sent to DDWS by 15th August through the online system of the Dept. The provisional list of awardees will be published by DDWS by 15th October, 2009.

Verification Process

States may devise procedures for verification at district level including setting up of District Scrutiny Committees if required.

State Governments will identify verifying agencies from a panel prepared by DDWS and get the applications verified by them. The formal report to be submitted by the verifying agencies is at Annexure 3. Verifying agencies may be chosen from among:

- NGOs which have been working in the sanitation or rural development field for more than three years
- Research organizations

- Team of district officials and earlier NGP awardees
- Functionaries of the verifying agencies should be trained at Key Resource Centres (KRCs), Communication and Capacity Development Units (CCDUs) and State Institutes of Rural Development (SIRDs). IEC, CCDU funds may be utilized for training of verification agencies.

No sub-contracting of the verification process by any agency should be allowed. Any agency found sub-contracting the verification should be/will be debarred.

Uniform formats and reporting guidelines as prescribed by DDWS should be followed by all verification agencies at all levels.

Scrutiny by State Government

After receiving the verification reports from the verifying agencies, these alongwith the PRI applications should be placed before the NGP State Scrutiny Committee headed by the State Secretary incharge of Sanitation. The composition of the Committee would be:

- State Secretary incharge of sanitation – Chairperson
- Total Sanitation Campaign Coordinator
- State Project Director, Sarva Shiksha Abhiyan
- State Mission Director, NRHM
- Director, Women and Child Development
- Engineer-in-Chief/Chief Engineer, PHE/PRE Dept.
- One expert in sanitation to be nominated by the State Govt.
- One representative of a prominent NGO working in sanitation field for more than 10 years.

Based on the applications, field verification and other relevant information the State Scrutiny Committee would certify the eligibility of the applicant PRIs and recommend the eligible scrutinised applications to the Government of India on the on-line system of the Department. Hard copies under the signature of the State Secretary will also be required to be sent to DDWS by the specified date. Certificates signed by any other officer would not be accepted.

DDWS, on its part, will verify 30% of the recommended applications at the field level through other verifying agencies. Such agencies will be selected from the database prepared and maintained for the purpose by the Government of India. The recommendation made by the State Committee would be finally confirmed by the National NGP Selection Committee/s.

In the case of recommendations for Intermediate Panchayats the DDWS will take into account all the Gram Panchayats awarded upto the previous year. DDWS will check 25% of the constituent GPs for NGP status for verifying the selection.

The NGP is a prestigious award. Its importance should not be devalued by routine forwardal / cursory examination without proper verification. If the final verification and scrutiny at the DDWS level results in more than 10% of the recommended applications being found to be ineligible then the DDWS would reverify all the remaining applications also and would also deduct the entire cost of verification exercise of all applications both eligible and ineligible, from the funds to be released to the State. In case more than 10% of cases recommended by a verifying agency are found on final verification by the DDWS to be ineligible, such verifying agencies will also be debarred from further verification work.

Selection by DDWS for Block & District Panchayats and Organizations

The State will after scrutiny by the State NGP Scrutiny Committee, nominate the Block and District Panchayats and Organizations that it considers likely to be awarded the NGP for the year, following the same time-table as set for the Gram Panchayats. The Department of Drinking Water Supply will take into account all Gram Panchayats awarded the NGP upto the previous year. DDWS will check 25% of the constituent Gram Panchayats for NGP status and select the Block and District Panchayats accordingly.

The work of Organisations will also be checked by DDWS in an appropriate manner.

The applications recommended by the States would be placed for final selection before the National NGP Selection Committee(s) which would consist of:

- Joint Secretary or Officer of equivalent rank nominated by the Department of DWS
- Secretary dealing with Sanitation from concerned State Government or his representative
- Two Individuals/ Organizations with more than 10 years of experience in sanitation field

Procedure for payment of Incentive amount

Once the PRI is selected for the award by the National NGP Selection Committee, the total incentive amount for all the PRIs falling in a particular State will be transferred to the TSC account of the State concerned which will in turn release it to the awardees. GPs whose prize money is up to Rs. 0.50 lakh will get it upfront. However, GPs which are entitled to more than Rs. 1.00 or more lakh as prize money will get it in two installments. The first installment will be released immediately after GPs are selected for the award. The second installment will be retained by the State DWS Mission. Release of the second installment is contingent on the sustainability of the open defecation free (ODF) and NGP status attained by the GP. For this purpose random checks will be carried out by the State DWSM after 6 months in all the awardee GPs. If NGP and ODF status is found continuing, second installment will also be released by the

State DWSM. Otherwise the second installment will be forfeited and the first instalment would be recovered from the awardee PRI.

Usage of the Incentive Amount

PRIs which receive the incentive amount should use it for improving and maintaining sanitation facilities in their respective areas. Some of the activities that could be taken up using this incentive money are:

- Creation of community sanitation facilities at market places, schools, Anganwadis, Primary Health Centres, dispensaries, etc.
- Solid and liquid waste management requirements over and above the 10 per cent of funds provided under TSC
- Purchase of land for Solid and Liquid waste management subject to approval by DWSM/ZP.
- Ensuring maintenance of sanitary facilities and sustaining ODF status
- Provision of drinking water supply and rain water harvesting.
- Promotion of vermicompost
- Promotion of Eco-san
- Promotion of toilets for disabled/aged
- Promotion of biogas linked toilets in groups or for individual households
- Production of sanitary napkins and construction of incinerators or any other means of disposal
- Any other innovative means of solid and liquid waste disposal, including biogas units.
- Incentive money could be utilised for creating individual facilities for SC/ST families where they are using community toilets.

Blocks and Districts may use the funds to set up monitoring mechanisms for sanitation. They may also allocate additional funds to Gram Panchayats for maintenance of cleanliness and promoting collection of user charges for community facilities. No permanent posts or salary liabilities should be created with these funds.

GPs winning NGP should function as training centers for people from other GPs aspiring to achieve full sanitation coverage and Pradhans from such GPs may be used as facilitators and motivators. Blocks and Districts may use the NGP funds for providing remuneration to such Pradhans.

The incentive amount should not be used for the following purposes:

- Organisation of workshops, seminars, etc.
- Organisation of Melas
- Organisation of sports events, etc.
- Purchase of vehicles, mobiles, computers, furniture etc.

Maintenance of Accounts

The PRIs will maintain a proper account of incentive amount received and the purpose for which it is spent along with vouchers, etc. After utilising the money, they will have to furnish Utilisation Certificate to the agency implementing TSC at the district level. Such agencies will in turn forward the consolidated Utilisation Certificate to the State Government. Any interest accrued on this fund will be utilised for the same purpose to which the incentive money is put to.

Disincentives in case of relapse from ODF status

Every award winning GP is entitled to put up an 'NGP Board / Logo' (Annexure 4) declaring the open defecation free status of the GP. However, this right will be withdrawn if the GP fails to sustain the open defecation free status. If a GP relapses, it will not get the second installment of the award money, the first instalment would be recovered and it will lose the right to display the 'NGP Board / Logo'. Even after the release of second installment, there will be random checks to ensure that GPs maintain their open defecation free status. Complementary monitoring indicators such as outbreak of waterborne diseases, bacteriological content of the drinking water source etc. will also be used to assess the sustainability of sanitation coverage. If open defecation is found at any point of time in a GP, there will be a public announcement of de-recognition.

The list of NGP winners will be posted on the website of the Department to facilitate social auditing of the results.

Appeals

The National NGP Selection Committee shall be the final authority to decide on all appeals for selection, verification process, and any related matter. This Committee shall also have the mandate to overrule any aspect of this Guideline for State specific issues and bring in force any changes in these Guidelines.