

F. No. G - 11011/3/2014-Water
Government of India
Ministry of Drinking Water and Sanitation

9th Floor, Paryavaran Bhawan
CGO Complex, Lodhi Road
New Delhi - 110003
Dated the 30th June, 2014

Subject: Engagement of Consultant for estimation of the Management Devolution Index under National Rural Drinking Water Programme (NRDWP) – regarding.

Government of India is administering the National Rural Drinking Water Programme (NRDWP) to support States and UTs with financial and technical assistance in providing potable drinking water supply in all rural habitations. The NRDWP guidelines was amended in the year 2011, modifying the criterion of “Rural Population Managing Rural Drinking Water Supply Schemes”, which has 10% weight age in the allocation criteria for funds to States as “Rural Population Managing Rural Drinking Water Supply Schemes Weighted by a Management Devolution Index (MDI)”. Thus the involvement of the PRIs in running the rural water supply is now incentivized by the allocation criteria in the NRDWP with 10% weight age to the ‘Incentive Fund based on the Management Devolution Index’ which rewards States which have devolved funds, functions and functionaries related to rural water supply schemes to the PRIs. The Objective is to Incentivise States to empower Panchayats through devolution of 3Fs (functions, funds and functionaries).

2. In order to assist the Ministry in verification and analysis of the Data Submitted by States on Management Devolution Index for Rural Population, the Ministry intends to engage a Consultant for verification, compiling, processing and analysing of the data submitted by the States, to arrive at a MDI for each State.

3. The Agency/Consultant should have minimum five years in consultancy of which minimum three years experience in monitoring / evaluation of programmes related to rural development and /or drinking water and sanitation. The Institution should also have adequate infrastructure of its own and average annual turnover of Rs. 50 Lakh in last 3 years. Institution should also have ***experience in analyzing and compiling monitoring and evaluation reports at all India level.*** Accordingly, bids are invited from eligible institutions to be engaged as consultant for assisting the Ministry in the said work as per following details.

- a) Information to the Consultants covering Terms of Reference (TOR) of the project and mode of selection are given at Annexure-I.
- b) The Technical and Financial bids should be in separate envelopes super-scribing “**Technical Bid**” and “**Financial Bid**”. Both sealed envelopes (containing technical/financial bids) are to be submitted to this Ministry in a common sealed envelope clearly super-scribing “**Bids for Engaging Consultant for MDI 2014-15**”, and bearing the name and address of the bidder organization along with **Bid**

Security amount of Rs.50,000/- in the name of the Pay and Accounts Officer, Ministry of Drinking Water & Sanitation, New Delhi and in the form of Bank Guarantee/Demand Draft issued by a PSU Bank valid for a period of 45 days beyond the final bid validity period. The bids in the prescribed pro-forma should be submitted by Speed Post or by hand and should be addressed to Stat Cell, Ministry of Drinking Water & Sanitation, 9th Floor, Room No. 912-A, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi-110003, within 21 days of publication of the advertisement in the newspaper. In case the 21st day falls on a holiday, the next working day will be considered as the last day. For any clarification, the below mentioned officer may be contacted on phone no. 24361052 between 10.00 AM to 5.00 PM till the 21st day. Bids received late, or not received in prescribed format, will not be accepted.

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

SD/-
(Sandhya Singh)
Joint Director (Mon. & Eval.)
Telefax: 011-24364112

Enclosures : Annexure-I to V

Terms of Reference

Engaging an Agency for Verification and Analysis of the Data Submitted by States on Management Devolution Index for Rural Population managing RDWSS

A. National Rural Drinking Water Programme

Provision of safe drinking water is a basic necessity. Water is a State subject and rural water supply has been included in the Eleventh Schedule of the Constitution among the subjects that may be entrusted to Panchayats by the States. Considering the magnitude of the problem, the Central Government has been supplementing the efforts of the State Governments through the centrally sponsored Accelerated Rural Water Supply Programme (ARWSP) since 1972-73. The Eleventh Plan identifies the major issues that need tackling during this period as the problem of sustainability, water availability and supply, poor water quality, centralized vs. decentralized approaches and financing of O&M cost while ensuring equity in regard to gender, socially and economically weaker sections of the society, school children, socially vulnerable groups such as pregnant and lactating mothers, specially disabled senior citizens etc. In order to address the above issues, the rural water supply programme and guidelines have been revised w.e.f. 1.4.2009 as the **National Rural Drinking Water Programme (NRDWP)**.

The Government has been progressively increasing the annual central outlay for the rural water supply sector over the years. The National Rural Drinking Water Programme (NRDWP) guidelines was amended in the year 2011, modifying the criterion of “Rural Population Managing Rural Drinking Water Supply Schemes”, which has 10% weightage in the allocation criteria for funds to States as “Rural Population Managing Rural Drinking Water Supply Schemes Weighted by a Management Devolution Index (MDI)”. Thus the involvement of the PRIs in running the rural water supply is now incentivized by the allocation criteria in the NRDWP with 10% weight age to the ‘Incentive Fund based on the Management Devolution Index’ which rewards States which have devolved funds, functions and functionaries related to rural water supply schemes to the PRIs. The Objective is to Incentivise States to empower Panchayats through devolution of 3Fs (functions, funds and functionaries). The MDI has 21 indicators with weights attached (list enclosed – Annexure VI).

The MDI is calculated on the basis of information submitted by the States on the prescribed formats. (Copy attached – Annexure VII)

B. Field Verification of data on MDI submitted by the States.

The Ministry proposes to appoint an Independent Agency for collection (data gaps), Verification and analysis of the data submitted by the States on Management Devolution Index. The Agency will be required to report the same to Ministry.

1. Roles and Functions of the Agencies:

- a) Assisting the Ministry in Collection (Data gaps) and Compilation of Data on MDI received from the States as per the Formats and field verification of the data by visiting 3 Gram Panchayats in each State.**
- b) Cross checking and validating information submitted by State by checking supporting documents, data, reports at State levels.**
- c) Submitting report based on Verifications Conducted by the Agency**
- d) Assisting the Ministry in calculating of Management Devolution Index of each States based on the criteria's and parameters.**
- e) Any Other work related to MDI as required by the Ministry.**

States will submit the MDI claims for the financial year 2014-15 in the prescribed formats and with supporting documents. A copy of the claim made by the State will be shared with the consultant/consultancy organization. Consultants will have to cross verify the claims and documents with verifiable documents available at State Head Quarters of PHED/Drinking Water Departments in the States on an indicator to indicator basis.

State specific verification of document will require professionals having knowledge on the State language. Most of the information are available in the State Department Head Quarters and for verifications of trainings, consultant will have to visit the specific training centers, CCDU's etc...

2. Eligibility Requirements:

- a) Experienced and quality manpower and infrastructure.
- b) Since the job is time bound, the Agency would be required to work within the deadlines of timeframes and in close coordination with the Ministry of Drinking Water & Sanitation.
- c) 10 Professionals and 5 PHE either full time, part time or on consultancy basis.
 - a. Consultant Team Leader: Post Graduate and experienced in Public Health Engineering Projects (Water & Sanitation) evaluation and monitoring with at least five years experience in rural areas.
 - b. Consultant Team Members: Post Graduate with at least three years experience in evaluation and monitoring of Drinking Water & Sanitation Projects or Rural Development Projects.
- d) The Agency/Consultant should have sufficient infrastructure facilities including office and all required office equipments (computer, internet, fax, scanner, printer etc.)
- e) The Agency/Consultant should have minimum five years in consultancy of which minimum three years experience in monitoring / evaluation of programmes related to rural development and /or drinking water and sanitation.

- f) The Agency/Consultant should have average annual turn-over of Rs. 50 lakh in the last 3 years.

3. Time and Duration of the Contract: The contract will be for a period of one year from the date of award of the contract.

4. Time line:

- (i) **Commencement:** within 15 days from the date of signing of contract
- (ii) **Inception Report :** within 15 days from the date of signing of contract. The Agency is required to submit the final work plan before starting the field work. This should include their travel plan and schedule of visit and studies. The Ministry may suggest changes in these plans which will be binding on the Agency.
- (iii) **Interim presentation:** within 45 days from the date of signing of contract, the Agency shall present a report on their visits to States, and present the data collected from the State Head Quarters. A presentation on the interim report shall be made by the Agency, for views of the Ministry. The Ministry may direct the Agency regarding the changes to be incorporated in the report which shall be binding on the Agency.
- (iv) **Draft Report:** Within 75 days from the date of signing of contract.
- (v) **Final report:** within 90 days from the date of signing of contract.

5. Payment Procedure: Payment of the Fee will be made in three instalments.

- a) First instalment of 20% of the total fee will be paid after signing of contract, delivery of performance security and procurement of resources.
- b) Second instalment of 50% will be paid after submitting the verification reports and calculation of MDI to Ministry.
- c) Third & Final instalments of 30% will be paid on completion of work in all respects to the satisfaction of the Ministry.
(Advance payment, if required, would be made only against bank guarantee for an equivalent amount)

C. Applying for the Assignment

- a) The Technical and Financial bids should be in separate envelopes super-scribing "Technical Bid" or "Financial Bid". Both sealed envelopes (containing technical/financial bids) are to be submitted to this Ministry in a common sealed envelope clearly super scribed "Bids for Engaging an Agency for Verification and analysis of the Data Submitted by States on Management Devolution Index ", and bearing the name and address of the bidder organization.
- b) Technical Bid should be submitted in the prescribed format as per Annexure II

along with EMD amounting to Rs. 50,000/- in the name of the Pay and Accounts Officer, Ministry of Drinking Water & Sanitation, New Delhi and in the form of Bank Guarantee/Demand Draft issued by a PSU Bank valid for a period of 45 days beyond the final bid validity period.

- c) Financial Bid should be submitted in the prescribed format as per Annexure III. The Bid amount quoted should be inclusive of all taxes & charges and for the contract period.
- d) The bids in the prescribed pro-forma should be submitted by Speed Post or by hand and should be addressed to Statistics Cell, Ministry of Drinking Water & Sanitation, Government of India, Room No. 912-A, 9th Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi-110003, within 21 days of publication of the advertisement in the Newspaper. In case the 21st day falls on a holiday, the next working day will be considered as the last day. Bids received late, or not received in prescribed format, will not be entertained.

D. Selection of Agency/Consultant

- a) Proposals received from bidders in separately sealed envelopes will be evaluated by a committee following objective scoring criteria defined at Annexure IV.
- b) The Committee will evaluate the Technical Bids and agencies getting a minimum score of 60 % in the Technical Bid only will be eligible for consideration of their Financial Bids. The Agency will be selected on the basis of 70% weight age for Technical points and 30% weight age for financial bids.

E. Deliverables: Final report

1. Entire data collected by the Agency during the visit to the State Head Quarters as well as the detailed GP reports.
2. Report (draft) meeting the scope of the study.
3. Power point Presentation of draft report
4. Final report incorporating the suggestions / additional information as desired by the client. Final report should be systematic with contents such as Background, Executive Summary, Reports of scores of each State, Recommendation, Conclusion and References. 20 hard copies of the Final Report and its soft copy (in pen drive) are to be delivered.

F. Performance Security

The selected Consultant will be required to enter into a contract with the Ministry of Drinking Water & Sanitation for a period of one year, extendable by two year. If the Agency is found satisfactory by the Ministry, the contract of the consultant shall be extended by one more year. On Completion of the extended period, the Ministry shall again review the performance of the Consultant and if found satisfied shall extend the contract for the final year. The Agency should furnish a performance security for an amount equal to 5 % of the approved annual project cost, in the form of Bank Guarantee

from a PSU bank. The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

G. Dispute

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

H. Disqualification of Consultant:

- a) If the past performance of the agency/consultant, while working with any Government-Ministries / State Government's / PSU's etc. is found to be non-satisfactory, the bid will be disqualified at the initial stage itself. The final decision of the Ministry would be binding in this regard.
- b) At any stage of the assignment of the study, if the work is found to be unsatisfactory, the Ministry may invoke the termination clause as given in the contract.

TECHNICAL BID

A: ORGANISATIONAL PROFILE

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

*From Evaluation, Monitoring & Research Services only

B. Details of Team Leader and Professionals/ Members for this project

Name	Position in the Firm	Full-time/Part time	Since when with the Firm (Month & Year)	Highest academic /professional qualifications	Area of key expertise	Years of experience in M&E

C. Details of the experience in conducting Monitoring & Evaluation Studies in Rural Drinking Water Supply and Sanitation Sector in the past 5 years. (Copy of the work order to be attached)

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

D. Total Experience of the Firm (In years):

E. Details of the experience in monitoring /evaluation studies of programmes of Rural Development in the past 5 years. (Copy of the work order to be attached)

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

CERTIFICATE BY HEAD OF ORGANIZATION

It is certified that:

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

Date:

Authorized Signatory

Place:

Name:

Seal of the Organization:

Designation

To

The Joint Director (M&E),
Ministry of Drinking Water & Sanitation,
Government of India,
Room No. 912-A, 9th Floor,
Paryavaran Bhavan,
C.G.O. Complex, Lodhi Road,
New Delhi-110003.

Subject: Financial Bid for Engaging an Agency for Collection, Verification and analysis of the Data Submitted by States on Management Devolution Index

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

Sl. No.	Head	Total Cost (Rs)
I.	Total cost of the Assignment including all taxes, service charges of State and Central Govt.	
	(In Words) Rupees	
II.	Last date of Validity of the bid.	

Date:

Authorized Signatory

Place:

Name:

Seal of the Organization:

Designation

Annexure-IV

Evaluation Criteria

The Technical Bid & Financial bid will be evaluated by the Bid Evaluation Committee based on the following scoring pattern.

S.No	Criteria	Maximum score	Evaluation criteria	Verifiable Documents
1.	Experience of Consultant	50		
i.	Total Experience in consultancy	10	1) For minimum 5 yrs. experience – 5 marks 2) For each additional year experience- 1 mark 3) For 10 and more yrs. experience - 10 marks	Attested copy of registration certificate
ii.	Experience in monitoring & evaluation studies related to Drinking Water & Sanitation Programmes	25	5 marks for each study on subject to maximum 25 marks. (National and State level). No scores for studies below State level.	Commissioned study reports/ Published reports
iii.	Experience in M&E projects in Rural Development	15	5 marks for each study subject to maximum 15	
2.	Suitability of Team For the Assignment	30		
i	Qualification of Team Leader	10	(i)General: Doctorate : 10 PG: 7 Graduate : 2	Bio Data of the Team Leader
ii	Experience of Team Leader	10	a) Minimum 3 years experience in similar studies – 6 marks b) For each Additional year 2 marks c) For 5 years and more – 10 marks	
iii	Professionals/Staff	10	a) For each PHE either full time/ part time or task based – 1 mark (max marks 5) b) For each professional–0.5 mark (max marks 5)	Bio Data of the Team members
3.	Financial strength	10	a) For average annual turnover in the last 3 years : Less Than 50 Lakh = 0 marks 50 Lakh to 1 Crore =5 marks For each additional average annual turnover of 10 lakh =1 mark For each additional average annual turnover < 10 lakh =0 mark	Audited Statement of Accounts for the last three years
4.	Presentation	10	One page write up about the methodology of work to be implemented and Understanding of the TOR	Signed one page report
	Total	100		

CONTRACT FOR CONSULTANT'S SERVICES

Between

Ministry of Drinking Water & Sanitation, Govt. of India

And

(Name of the Consultant)

Subject:

Dated:

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

WHEREAS:

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

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

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (i) Conditions of Contract
 - (ii) Appendix: Terms of Reference
- 2. The mutual rights and obligations of the "Employer" and the "Consultant" shall be as set forth in the Contract, in particular:
 - (a) The Consultant shall carry out and complete the Services in accordance with provisions of the Contract; and
 - (b) the " Employer" shall make payments to the Consultant in accordance with provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

In the presence of:

Signed by:

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

Witnesses:

(i) Signed by

(ii) (Consultant)

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

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

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

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

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

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the

Party to whom the communication is addressed, or when sent by registered post to such Party at the following address:

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

ii) Consultant: (Name)... .(Designation)
Address:

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

1.6 States/districts covered: **All States / UTs.**

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

1.8 Fraud and Corruption:

1.8.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

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

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

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

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

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

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

(a) terminate the Contract, and /or

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

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

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

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

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

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

2.5 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

2.6 Force Majeure

2.6.1 Definition

(a) For purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent, confiscation or any other action by Government agencies)

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

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

2.6.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.6.3 Measures to be taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such even as soon as possible, and in any case not later than 7 days following occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:
 - (i) Demobilize; or
 - (ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
- (e) In case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8.

2.7 Suspension: The "Employer" may, by written notice, suspend all payments to the Consultant hereunder, if the Consultant fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that such notice of suspension shall (i) specify the nature of the failure, and (ii) allow the Consultant to remedy such failure within a period not exceeding 7 days after receipt of such notice.

2.8 Termination

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

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

- (h) If, as a result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of more than 30 days.
- (i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

- (a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within 15 days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 30 days.
- (c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.
- (d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within 7 days or the period agreed by the Consultant on receipt of the Consultant's notice specifying such breach.

2.8.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection and copying of their records set forth in Clause 3.5 and 3.6 hereof, and iv) any right which a Party may have under the Law.

2.8.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.

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

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

2.8.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 7 days after receipt of notice of termination from the other Party, refer the matter

as provided under Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the decision in the matter.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

4. CONSULTANTS’ PERSONNEL:

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

4.2. Removal and/or Replacement of Personnel:

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

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

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

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

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

(a) The total cost of the Services payable (inclusive of all taxes, service charges etc.) is, as per the consultant’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause 2.5 and subject to Clause 6.3, payments under this Contract shall not exceed the amount specified in Clause 6.1(a).

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

6.3 Terms of Payment:

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

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

- (e) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. If the deliverables are not found to be acceptable by the Employer or the consultant has not carried out the work, he shall be liable to refund the advance of installment, if any, released to the consultant. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
- (f) Final Payment: The final payment shall be made only after acceptance of all the deliverables as indicated in the TOR. The Services shall be deemed completed and Report finally accepted by the 'Employer' unless the 'Employer' gives a written notice to the 'Consultant' specifying in detail deficiencies in the 'Services', within 30 days of receipt of final Report and relevant documents. The 'Consultant' shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- (g) For the purpose of payment under Clause 6.3 (b) above, acceptance means: acceptance of the deliverables by the Employer after submission by the Consultant and Consultant has made presentation to the Employer with/without modifications to be communicated in writing by the Employer to the Consultant.
- (h) If the deliverables submitted by the Consultant are not acceptable to the Employer, the Employer shall not release payment due to the consultant. This is without prejudice to the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the Report and is accepted by the Employer.
- (i) All payments under this Contract shall be made to the account of the Consultant.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- (i) In case of early termination of the contract, the payment may be made to the consultant on pro-rata basis in respect of the services, which are found to be useful to the Employer.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and

without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 8 hereof

8. SETTLEMENT OF DISPUTES

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

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

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

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

9. LIQUIDATED DAMAGES:

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

- (a) Penalty @ 5% of the released amount will be imposed on the Consultant in the event of the delay up to 1 month in submission of Report as per schedule until extended by the Employer and after two months additional penalty @ 1% for each fortnight period.
- (b) If the Report is not acceptable to the Employer as mentioned in Clause 6.3 (c), and defects are not rectified to the satisfaction of the Employer within 15 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of released amount for every fortnight or part thereof for the delay.

10. MISCELLANEOUS PROVISIONS:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (v) The Consultant shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, agent(s), engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (vii) It is acknowledged and agreed by all Parties that the staff employed for the project are not employees of Employer and there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

MDI Information Sheet - Formats**State Name :****List of Indicators for the Management Devolution Index for Rural population managing rural drinking water supply schemes****Format 1 - Transfer of Functions to PRIs**

Sl. No.	Devolution Indicators			
1	Transfer of Functions to PRIs	State Status		Supporting Documents Required
1.1	The State Acts and/ or executive orders/MOUs clearly defining the transfer of responsibility for infrastructure creation of handpumps to PRIs	State Government Act/ Order/ MOU Issued - (Yes/No)		<i>Copy of Acts/Orders/MOUs</i>
1.2	The State Acts and/ or executive orders/MOUs clearly defining the transfer of responsibility for infrastructure creation of Single Village Piped Water Schemes to PRIs for	State Government Act/ Order/ MOU Issued - (Yes/No)		<i>Copy of Acts/Orders/MOUs</i>
.3	The State Acts and/ or executive orders clearly defining the transfer of responsibility for O&M of Hand Pumps to PRIs.	State Government Act/ Order/ MOU Issued - (Yes/No)		<i>Copy of Acts/Orders/MOUs</i>
1.4	The State Acts and/ or executive orders clearly defining the transfer of responsibility for O&M of Single Village Piped Water Supply Schemes to PRIs.	State Government Act/ Order/ MOU Issued - (Yes/No)		<i>Copy of Acts/Orders/MOUs</i>
1.5	Proportion of Hand pumps whose O&M has been transferred to PRIs	No. of Hand pumps in	No. of Hand pumps whose O&M has been	<i>District wise statement showing number of Hand</i>

		the State	transferred to PRIs (No. and %)	<i>pumps and the number handed over to PRIs for O&M</i>
1.6	Proportion of Single Village Piped Water Schemes whose O&M has been transferred to PRIs	No. of Single Village Pipe water Schemes in the State	No. of Single Village Pipe water Schemes whose O&M has been transferred to PRIs (No. and %)	<i>District wise statement showing number of Single Village Pipe water Schemes and the number handed over to PRIs for O&M</i>
1.7	The VWSCs should be Standing/Sub-Committees of GPs under the State Act/Rules	State Government Act/ Order Issued - (Yes/No)		<i>Copy of Acts/Order</i>
1.8	Proportion of drinking water sources for which water quality testing done during the previous years as per the IMIS	No. of drinking water sources in rural area of the State	No. of drinking water sources in rural area of the State for which water quality testing has been done and reported on the IMIS	<i>Copy of the IMIS Status reflecting the quoted figure</i>

Format 2 - Transfer of Funds to PRIs

(All amounts in Rs. Lakh)

2	Availability/Transfer of funds to PRIs				
2.1	Proportion of NRDWP (Coverage and Quality) funds (Central + State share), transferred to PRI*/DWSM subordinate to ZP accounts.	Total NRDWP Funds (2013-14)		NRDWP Funds transferred (Amount and %) (2013-14)	<i>Copy of Order with Number and Date</i>
2.2	Proportion of NRDWP (O&M) (Central +State share) transferred to Gram Panchayats accounts.	Total NRDWP (O&M) Funds (2013-14)		NRDWP (O&M) Funds transferred to GPs (Amount and %) (2013-14)	<i>Copy of Order with Number and Date</i>
2.3	Whether untied grants from State Plan/non-plan have been transferred to all GPs in preceding financial year	Untied grants from State Plan/non-plan transferred to all GPs in 2013-14 : (Yes/No)			<i>List of Orders with Number and Date</i>
2.4	Whether untied grants from State Finance Commission have been transferred to all GPs in preceding financial year	Untied grants from State Finance Commission transferred to all GPs in 2013-14 : (Yes/No)			<i>List of Orders with Number and Date</i>
2.5	Whether unit charges of electricity for pumping in by PRIs are equal to or lesser than lowest slab of unit charge for domestic consumers	Comparison with Domestic Charges : (Equal/Lesser)			<i>Copy of Order of State Electricity Board; or Copy of specimen drinking water supply schemes Bill and copy of specimen Domestic Bill.</i>
2.6	Percentage of water charges demand collected by PRIs	Total Water Charge Collectible	Total Water Charge Demand raised by PRIs	Water Charges collected by PRIs (Amount and % of Demand)	<i>District wise list of Col Amount Collectible/Demand raised by PRIs / and Collection</i>

Format 3 - Functionaries made Available to PRIs

3 Functionaries made available to support PRIs.						
3.1	Proportion of blocks where block level Diploma/Graduate engineers are available in PHED/PRED/ZP/BP @ one for 1 lakh rural population exclusively for rural water supply and sanitation	Total No. of Engineers needed at Block level on basis of given criteria		Total No. of Engineers working at Block level (No. and % of total requirement)		<i>District wise list</i>
3.2	Proportion of filled up DWSM Consultants positions	Total Number of Consultants positions		Number of Consultants engaged (No. and %)		<i>District wise list</i>
3.3	Proportion of filled up BRC Coordinators positions	Total Number of BRC Coordinators positions		Number of BRC Coordinators engaged (No. and %)		<i>District wise, Block wise list</i>
3.4	Proportion of VWSC members trained in RWS functions for at least two days in the previous year	Total Number of VWSC Members		Number of VWSC Members trained in 2013-14 (No. and %)		<i>District wise figures</i>
3.5	Proportion of NRDWP Support funds spent on IEC and HRD activities	NRDWP Support Funds (13-14) (in Rs. Lakh)	NRDWP Support Fund Spent (13-14) (in lakhs)	Support Funds spent on IEC/HRD	<i>State level Expenditure Statement</i>	

Format 4 - Good Management Indicators

4	Good Management indicators			
4.1	Proportion of households in State provided with household connections	Total No. of Rural Households in the State	No. of households in State provided with household connections (No. and %)	<i>District wise List</i>
4.2	Proportion of villages with bulk water supplies metered	No. of Villages provided Bulk Water Supply	No. of Villages for which Bulk Water Supply is metered (No. and %)	<i>District Wise List</i>

Note: All Formats and Supporting Documents may be signed by the Principal secretary to the State Government.

No. G-11011/3/2011/Water
Government of India
Ministry of Drinking Water and Sanitation

8th Floor, Paryavaran Bhawan
CGO, Complex, Lodhi Road
New Delhi -110003

Dated: , 2014

To
Principal Secretaries/Secretaries
In-charge of RWS and Sanitation in all the States

Subject: Information on Rural Population Managing Rural Drinking Water Supply Schemes-
Allocation of Incentive Fund 2012-13

Sir/Madam,

You are requested to provide the information on rural population managing rural drinking water supply schemes (population in thousands as per 2001/2011 Census). The following information may please be provided by hard copy to the Ministry and email to sandhya.singh@nic.in and pandey.kamal@nic.in

Item	Population (In thousands)
"Rural population managing rural drinking water supply schemes (population in thousands as per 2011 Census)"	

2. You are requested to ensure that the aforesaid information is furnished to this Ministry latest by , 2014.

Yours faithfully

[Sandhya Singh]
Joint Director

Annexure VII

List of Indicators for the Management Devolution Index for Rural population managing rural drinking water supply schemes

Sl.No.	Devolution Indicators	Weightage for Sub-Indicator (%)	Unit	State Achievement	Weighted Achievement
1	2	3	4	5	6 (Col 3. X Col. 5)
1	Transfer of Functions to PRIs				
1.1	The State Acts and/ or executive orders/MOUs should clearly define the transfer of responsibility for infrastructure creation of hand pumps to PRIs	2	Fully – 1 Partly– 0.5 Nil - 0		
1.2	The State Acts and/ or executive orders/MOUs should clearly define the transfer of responsibility for infrastructure creation of Single Village Piped Water Schemes to PRIs for	2	Fully – 1 Partly– 0.5 Nil - 0		
1.3	The State Acts and/ or executive orders should clearly define the transfer of responsibility for O&M of Hand Pumps to PRIs.	2	Fully – 1 Partly– 0.5 Nil - 0		
1.4	The State Acts and/ or executive orders should clearly define the transfer of responsibility for O&M of Single Village Piped Water Supply Schemes to PRIs.	2	Fully – 1 Partly– 0.5 Nil - 0		
1.5	Proportion of Handpumps whose O&M has been transferred to PRIs	2	Max – 1 Min - 0		
1.6	Proportion of Single Village Piped Water Schemes whose O&M has been transferred to PRIs	2	Max – 1 Min - 0		
1.7	The VWSCs should be Standing/Sub-Committees of GPs under the State Act/Rules	2	Y – 1 N- 0		
1.8	Proportion of Drinking Water sources for which water quality testing done during the previous years as per the IMIS	6	Y – 1 N- 0		
	Total for Functions	20			

2	Availability/Transfer of funds to PRIs				
2.1	Proportion of NRDWP (Coverage and Quality) funds (Central + State share), transferred to PRI*/DWSM subordinate to ZP accounts.	15	Max -1 Min - 0		
2.2	Proportion of NRDWP (O&M) (Central +State share) transferred to Gram Panchayats accounts.	15	Max -1 Min - 0		
2.3	Whether untied grants from State Plan/non-plan have been transferred to all GPs in preceding financial year	5	Max -1 Min - 0		
2.4	Whether untied grants from State Finance Commission have been transferred to all GPs in preceding financial year	5	Max -1 Min - 0		
2.5	Whether unit charges of electricity for pumping in drinking water supply schemes by PRIs equal to or lesser than lowest slab of unit charge for domestic consumers	5	Yes -1 No - 0		
2.3	Percentage of water charges demand collected by PRIs	5	Max - 100% Min - 0		
	Total for funds transfer to PRIs	50			
3	Functionaries made available to Support PRIs.				
3.1	Proportion of blocks where block level Diploma/Graduate engineers are available in PHED/PRED/ZP/BP @ one for 1 lakh rural population exclusively for rural water supply and sanitation	5	Max -1 Min - 0		
3.2	Proportion of filled up DWSM Consultants positions	5	Max -1 Min - 0		
3.3	Proportion of filled up BRC Coordinators positions	5	Max -1 Min - 0		
3.4	Proportion of VWSC members trained in RWS functions for at least two days	5	Max -1 Min - 0		
3.4	Proportion of NRDWP Support funds spent on IEC and HRD activities	5	Max -1 Min - 0		
	Total for functionaries support to PRIs	25			
4	Good management indicators				
4.1	Proportion of households in State provided	2	Max -1		

	with household connections		Min - 0		
4.2	Proportion of villages with bulk water supplies metered	3	Max -1 Min - 0		
	<i>Good management Indicators</i>	5			
	<i><u>Management Devolution Index</u></i>	<u>100</u>			