



Request for Proposal (RFP)

Selection of Technical Support Provider to support in Implementation of Swachh Bharat Mission (Gramin) - II in the State of Maharashtra

RFP Ref No.: WSSD/SWSM/SBM/ TSP /03/2022-3

Date: 9th June 2022

Issued by:
Mission Director
Swachh Bharat Mission (Gramin)
State Water and Sanitation Mission (SWSM)
Office at 1st Floor, CIDCO Bhawan, CBD Belapur (South Wing)
Navi Mumbai - 400 614
Tel: 022-2756 2363, 2756 2546

Section -1

Letter of Invitation

Letter of Invitation

Reference No.:

Name of the Department: State Water and Sanitation Mission, Government of Maharashtra.

Title of Consulting Services: Request for Proposals for Selection of Technical Service Provider (TSP) to support implementation of Swachh Bharat Mission (Grameen) phase - II in the State of Maharashtra.

Dear Mr. /Ms.:

1. State Water and Sanitation Mission, Government of Maharashtra (hereinafter called "Client") are executing a centrally sponsored program for ODF sustainability and Solid and Liquid Waste Management named Swachh Bharat Mission (Grameen) phase - II in Maharashtra.
2. The Client has invited RFP from eligible consultants: 'Proposals for selection of State Technical Service Provider to Support in Implementation of Solid and Liquid Waste Management Component under Swachh Bharat Mission (Grameen) phase II in Maharashtra'

More details on the services are provided in the Terms of Reference in this RFP document. You are now invited to submit your proposal as per the attached RFP document.

3. The RFP includes the following documents:

Section 1	-	Letter of Invitation
Section 2	-	Information to Consultants (including Data Sheet)
Section 3	-	Technical Proposal – Standard Forms
Section 4	-	Financial Proposal – in BOQ format
Section 5	-	Terms of Reference
Section 6	-	Standard Forms of Contract

Yours Sincerely,

Mission Director (SBM)
State Water and Sanitation Mission
Government of Maharashtra

Email Id – procurement.maharashtrajjm@gmail.com

Section – 2

Instructions to Consultants

Instructions to Consultants

Part - I

Standard

1. Definitions

- 1.1. **"Client"** means the Mission Director (SBM), State Water and Sanitation Mission, Government of Maharashtra, who has invited the bid for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- 1.2. **"SWSM"** means State Water & Sanitation Mission formed vide Govt. Rule dated 4.9.2020 and as amended from time to time.
- 1.3. **"Consultant"** means any entity or person or associations of persons who are eligible to submit their proposals that may provide or provides requisite Services to the Client under the Contract.
- 1.4. **"Contract"** means the Contract signed by the Parties and all the attached documents listed in Clause 1, that is the General Conditions (GC), the project-specific conditions (SC), and the Appendices.
- 1.5. **"Project-specific information"** means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- 1.6. **"Day"** means calendar day.
- 1.7. **"Government" and 'GoM'** means the Government of Maharashtra.
- 1.8. **"Instructions to Consultants"** (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- 1.9. **"LoI"** (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the short-listed consultants.
- 1.10. **"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 have their domicile outside India; "Domestic Personnel" means such professionals and support staff who at the time of being so provided have their domicile in India.
- 1.11. **"Proposal"** means the Technical Proposal and the Financial Proposal.
- 1.12. **"RFP"** means the Request for Proposal and its addenda prepared by the Client for the selection of Consultants,
- 1.13. **"Assignment / job"** means the work to be performed by the Consultant pursuant to the Contract.

- 1.14. **"Sub-Consultant"** means any person or entity with which the Consultant subcontracts any part of the Assignment/job.
- 1.15. **"Terms of Reference" (ToR)** means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, **respective responsibilities of the Client and the Consultant**, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The Client named in Part II of the Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified the Part II of the Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II of the Data Sheet. The detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3 The date, and time for online submission of the proposals has been mentioned in Part II the of Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in Part II of the 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 and before submitting their Proposals.
- 2.6 The Client will provide at no cost to the Consultants the inputs and facilities specified in Part II of the 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 Client 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. General Guidelines for Online Submission

- 3.1 E-tendering process will be conducted through <http://mahatenders.gov.in> the e-tendering portal of the Government of Maharashtra in association with the Department of Information Technology, Govt. of Maharashtra, NIC & State Bank of India for payment.
- 3.2 To participate in e-tendering, the intending consultants shall register themselves in the website of <http://mahatenders.gov.in>. Detailed information for registration and submission of offers through e-tendering process are available in the Consultants Manual kit in the website <http://mahatenders.gov.in>. There is no charge for registration for bidders.
- 3.3 RFP document is not sold /issued manually from offices. It is available on <http://mahatenders.gov.in> without cost

- 3.4 The date and time for online submission of envelopes shall be strictly followed in all cases. The bidder should ensure that their tender is submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained.
- 3.5 Tender(s) not submitted online will not be entertained. Tenders submitted without two Bid systems and by without e-Tendering (<http://mahatenders.gov.in>) procedure shall be rejected.
- 3.6 If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, the department shall not be responsible for that and any grievance regarding that shall not be entertained.
- 3.7 Tender shall be submitted in two Envelopes i.e. Technical Bid in Envelope-1 & Price Bid in Envelope-2 through e-Tendering procedure only on <http://mahatenders.gov.in> portal (Technical Bid and Price Bid collectively shall be referred to as "Bid").
- 3.8 The bidder should obtain the required digital signature for submission of the online bid.

4. Minimum Eligibility Criteria:

- 4.1 Interested consulting firm should fulfill the following minimum eligibility criteria:
- a. Should be a Proprietary firm /Partnership firm / Private Limited / Limited Company / Corporate body legally constituted / Limited Liability Partnership Firm/ NGO's are eligible to participate provided that the firm should be registered with the appropriate registration authority in India.
 - b. Minimum of Three (3) years of experience in providing services to Central/ State Govt / Government undertaking /State Body/ PSU/ statutory local bodies sponsored projects in solid and liquid waste management.
 - c. Should have successfully completed at least THREE assignments for Central/ State Govt / Government undertaking /State Body/ PSU/ statutory local bodies from April 2013 onward. Each of the PMC/PMA/PMU/TSP assignment periods should not be less than 1 year and have a consultancy fee at least Rs. 0.50 Cr.
 - d. Should have successfully completed at least ONE assignment for Central/ State Govt / Government undertaking /State Body/ PSU/ statutory local bodies in solid and liquid waste management from April 2013 onward. The assignment period should not be less than 6 months having consultancy fee of not less than Rs. 0.60 Cr.
 - e. Should have successfully completed at least ONE assignment in developing training material (module and manual) along with training / capacity facilitation on SLWM components.
 - f. Should have successfully completed at least ONE assignment for Central/ State Govt / Government undertaking / State Body / PSU/ statutory local bodies in preparation/review of DPR/Concept for Gobardhan project / Sewage / Sullage/STP/SeTP/ FSTP/SWM scheme of value at least Rs 1 Cr. or has reviewed at least two assignments totaling to more than Rs. 1 Cr for central Govt / State Govt / Government undertaking / State body / PSU /Statutory Local bodies of DPR

for Gobardhan Project / sewage / Sewage / Sullage/STP/SeTP/ FSTP schemes whether or not of value more than 1 Cr and wherein construction as per such reviewed DPR has been started.

- g. Should have average annual turnover of at least Rs. 5 Crore during Financial Years 2018-19, 2019-20 and 2020-21 based on audited financial statements.
- h. Should have positive net worth in FY2020-21 based on audited financial statements.
- i. The consultancy firm should have registered or branch office in Maharashtra.

5. Amendment of RFP Documents

At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The amendments 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 Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

6. Conflict of Interest

- 6.1. Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 6.2. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, 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 Client 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.
- 6.3. No autonomous agency under the control of the SWSM or current employees of the Client shall work as Consultants under their own ministries, departments or agencies.

7. Unfair Advantage -Deleted

8. Proposal

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

9. Proposal Validity

Consultants' Proposals must remain valid for the period specified in the Part II of Data Sheet 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 Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client 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 remains unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which 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 Client shall not consider such proposals of such Consultants for further evaluation.

10. Preparation of Proposals

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

10.2 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.

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

- a. The estimated number of Professional staff months for the Assignment/job is as shown in Part II of Datasheet in Section-2. However, the Proposal shall be based on the number of Professional staff months or budget estimated by the Consultants. While making the proposal, the consultants must ensure that they propose the minimum number and type of experts as sought by the Client to complete the task at hand, failing which the proposal shall be considered as non-responsive.
- b. Alternative professional staff shall not be proposed and only one curriculum vita (CV) may be submitted for each position mentioned.

10.4 Technical Proposal:

Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-3. The Part II of Datasheet 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 paras from (a) to (l) using the attached Standard Forms (Section 3).

- a) Form Tech - 1 in Section-3 is a sample letter of technical proposal which is to be submitted along with the technical proposal.
- b) Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract and completion

certificate for all the assignments mentioned in the proposal. (Form -2 A-F of Section 3).

- c) 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 Client (Form TECH-3 of Section 3).
- d) 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. (Form TECH-4 of Section 3).
- e) Financial Information of the Consultant and Balance sheet of last 3 Years (2018-19, 2019-20 and 2020-21) (Form TECH-5 of Section 3).
- f) 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-6 of Section 3).
- g) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-7 of Section 3).
- h) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-8 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- i) Consultant should furnish the Work schedule workable for this assignment indicating the detailed activities and its plan in the form of bar chart (Form TECH-9 of Section 3).
- j) Comments and suggestions on draft contract, if any (Form TECH-10 of Section 3).
- k) Undertaking and declaration on blacklisting of consultant, please note blacklisted consultant shall not be considered for evaluation. (Form TECH-11 of Section 3).
- l) Any other documents related to organization registration, PAN, GST certificate, empanelment details may be furnished by consultant.

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

10.6 Financial Proposals

The Financial Proposal shall be submitted online in BOQ format in which consulting firm has to quote average monthly Remuneration considering all the key resources.

Please note that Reimbursable expenses towards official approved tour of staff will be paid as per the prevailing grade wise TA/DA policy of SWSM/ GOM.

11. Pre-Proposal Meeting

Client will host a pre-proposal meeting for queries, if any, by the prospective consulting firms. The date, time and place of the meeting are specified in Part II of Data Sheet. The representatives of the consulting firms may attend the pre-proposal meeting at their own cost. The purpose of the pre-proposal meeting is to provide a forum to the consulting firms to clarify their doubts / seek clarifications or additional information, necessary for them to submit their proposal. The consulting firms shall send their pre-proposal queries in the format given in the RFP only. Only one representative of consulting firm shall be allowed to participate on production of an authority letter from the consulting firm. The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic queries will be entertained. This response of the Client, against the Pre-proposal queries, shall become integral part.

12. Bid Processing Fee and Earnest Money Deposit (EMD):

12.1 Bid Processing Fee:

The Consultant shall pay a non-refundable bid processing fee as specified in Part II of the Data Sheet via online payment gateway available on the online e- tendering portal.

12.2 Earnest Money Deposit (EMD):

- a. The Consultant shall pay EMD amount specified in the Part II of Data Sheet via online payment gateway available on online e-tendering portal. Earnest Money Deposit may be submitted in the form of Bank Guarantee. The original Bank Guarantee must be delivered to SWSM office within 4 days from the date of opening of the technical bids failing which the bid shall be summarily rejected.
- b. Exemption in submission of EMD is available for the MSEs registered under MSME act/NSIC and having valid registration certificate.
- c. No interest shall be payable by the Client for the sum deposited as earnest money deposit.
- d. The EMD of the unsuccessful consulting firms would be returned within one month of signing of the contract with successful consultant
- e. In the case of Selected Consultant, EMD shall be retained till it has provided a performance Security under the Contract.
- f. The Selected Consultant's EMD will be returned, without any interest, upon the selected consultant signing the Contract and furnishing the Performance Security. EMD will not be adjusted against the amount of Performance security to be furnished under the contract.
- g. The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Proposal Documents and/ or under the Contract, or otherwise, under the following conditions:
 - If a Consulting firm engages in a corrupt practice, fraudulent practice, coercive/collusive practice, undesirable practice or restrictive practice as specified in Clause 1.9 (Section-6 Part-II) of the General Conditions (GC) of Contract;
 - If a Consulting firm withdraws its bids during the period of Bid validity as specified in this RFP;
 - In the case of Selected Consultant, if it fails within the specified time limit:

- a) To sign and return the duplicate copy of LOI;
- b) To sign the Contract; or
- c) To furnish the Performance Security within the period prescribed thereof in the Contract; or
- d) In case the Selected Consulting firm, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

13. Submission, Receipt, and Opening of Proposal

- 13.1 The proposal 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.
- 13.2 An authorized representative of the Consultants shall initial all pages of the Technical Proposal. 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 duly authorized to sign.
- 13.3 The Technical and Financial Proposal must be strictly submitted via online e-tendering portal on/before final submission date of proposal specified in PART-II Data Sheet. No Physical Submission of the Proposal will be accepted by the Client.
- 13.4 The Proposal submitted by the consultant shall be straightway rejected without any intimation if the Technical Proposal contains any information/any kind of intimation related to financial proposal.
- 13.5 The Client shall not be responsible for delay/non encryption of submitted data/any issue with the online submission of portal.
- 13.6 On the date and time specified in the RFP , technical documents of the consulting firms will be opened online through- e tendering in the presence of the Consultants' representatives who choose to attend.

14. Opening of Technical Proposal :

On the date and time specified in PART-II of the Data sheet, technical documents of the consulting firms will be opened online through- e tendering in the presence of the Consultants' representatives who choose to attend.

15. Evaluation of Technical Proposals :

- 15.1 The Client has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process. The evaluation of the technical proposal will be carried out in following two stage:
 - a) Stage 1: Technical documents will be initially scrutinized based on the Minimum Eligibility Criteria mentioned in clause 4. Consulting firm not fulfilling any of the eligibility criteria shall be rejected.
 - b) Stage 2: The consulting firms who will fulfill minimum eligibility criteria mentioned in clause 4 will be further evaluated based on documents submitted by the consultant as per the following marking criteria.

S.No.	Criteria	Marking Criteria	Maximum Marks
I)	Turn over -10 Marks		
	Average Annual Turnover of the firm during Financial Years 2018-19, 2019-20 and 2020-21	<ul style="list-style-type: none"> Rs. 5 Crore:- 5 Marks Above Rs. 5 crore:- 5+ 1 Mark for each next Rs.1 crore subject to max 10 marks 	10
II)	Experience – 35 Marks		
1	Number of assignments in providing Technical Service Provider for Central/ State Govt / Government undertaking /State Body/ PSU/ statutory local bodies having minimum consultancy fee of Rs. 0.50 Crore and duration not less than 1 year	<ul style="list-style-type: none"> 3 Assignments – 6 Marks More than 3 assignment- 6 + 2 mark for each next assignment subject to maximum 10 marks 	10
2	Number of assignments in providing Technical Service Provider for Central/ State Gov. / Government undertaking /State Body/ PSU/ statutory local bodies / bi-lateral, multilateral funding agencies in solid and liquid waste management from April 2013 onward. The assignment period should not be less than 6 months.	<ul style="list-style-type: none"> 1 Assignment – 5 Marks Additional assignments assignment- 5 marks each subject to maximum of total 15 marks 	15
3	Number of successfully completed assignments for Central/ State Govt / Government undertaking / State Body / PSU/ statutory local bodies in preparation/review of DPR/Concept for Gobardhan project / Sewage / Sullage/STP/SeTP/ FSTP/SWM scheme of value at least Rs 1 Cr	<ul style="list-style-type: none"> 2 marks for each assignment subject to maximum 4 marks 1 mark each for assignment in Maharashtra – subject to maximum 1 Marks 	5
4	Number of assignment in Developing training material (module and manual) along with training facilitation on SLWM components for Central/ State Govt / Government undertaking /State Body/ PSU/ statutory local bodies / bi-lateral, multilateral funding agencies.	<ul style="list-style-type: none"> 2 marks for each assignment subject to maximum 4 marks Assignment in Maharashtra - 1 Mark 	5
III)	Approach & Methodology -22 Marks		

S.No.	Criteria	Marking Criteria	Maximum Marks
1	Work plan and methodology for carrying out the engagement		12
2	Overall understanding of the team members on the key issues, challenges their roles and responsibilities		05
3	Coverage of activities in the ToR and its clear representation in the work plan		05
IV)	Key experts' Qualification and competence for the Assignment-33 Marks <i>Qualifications and Experience of the key Expert proposed (based on the CVs submitted) Key expert with the highest education qualification, relevant number of years of experience shall get full marks and the other experts shall get marks in proportion to their education qualification and relevant experience as compared to the highest in each category.</i>		
1	Team Leader, WASH Management specialist and institution development expert	➤ Relevant Education qualification (2 marks) – Minimum qualification 1.5 marks + additional qualification 0.5 marks. ➤ Relevant experience (3 marks) – Minimum no of years' experience 1.5 marks + additional years of experience 0.5 marks for each year.	5
2	Senior Solid Liquid Waste Management Technology Expert	➤ Relevant Education qualification (2 marks) – Minimum qualification 1.5 marks + additional qualification 0.5 marks. ➤ Relevant experience – (3 marks) Minimum no of years' experience 1.5 marks + additional years of experience 0.5 marks for each year.	5
3	Junior Solid Liquid Waste Management Technology Expert	➤ Relevant Education qualification (2 marks) – Minimum	5

S.No.	Criteria	Marking Criteria	Maximum Marks
		<p>qualification 1.5 marks + additional qualification 0.5 marks.</p> <p>➤ Relevant experience – (3 marks) Minimum no of years' experience 1.5 marks + additional years of experience 0.5 marks for each year.</p>	
4	IT, Knowledge management and documentation expert	<p>➤ Relevant Education qualification (2 marks) – Minimum qualification 1.5 marks + additional qualification 0.5 marks.</p> <p>➤ Relevant experience – (3 marks) Minimum no of years' experience 1.5 marks + additional years of experience 0.5 marks for each year.</p>	5
5	M & E expert	<p>➤ Relevant Education qualification (2 marks) – Minimum qualification 1.5 marks + additional qualification 0.5 marks.</p> <p>➤ Relevant experience – (3 marks) Minimum no of years' experience 1.5 marks + additional years of experience 0.5 marks for each year.</p>	5
6	IEC, HRD and CB expert	<p>➤ Relevant Education qualification (2 marks) – Minimum qualification 1.5</p>	5

S.No.	Criteria	Marking Criteria	Maximum Marks
		marks + additional qualification 0.5 marks. ➤ Relevant experience – (3 marks) Minimum no of years' experience 1.5 marks + additional years of experience 0.5 marks for each year.	
7	Finance Expert	➤ Relevant Education qualification (2 marks) – Minimum qualification 1.5 marks + additional qualification 0.5 marks. ➤ Relevant experience – (3 marks) Minimum no of years' experience 1.5 marks + additional years of experience 0.5 marks for each year.	3
	Total		100
Note: Additional qualification is either degree or diploma of not less than one year duration.			

15.2 Consulting firm scoring minimum 60 marks out of 100 in technical evaluation based on the above mentioned marking system shall be declared as technically qualified.

16. Opening of Financial Proposal :

After the completion of technical evaluation, the Client will notify successful consultants that they have secured the minimum qualifying mark (i.e. 70 marks out of 100 in technical evaluation as per the clause 15.2) , indicating the date and time for opening the Financial Proposals. Financial proposals of qualified consulting firms will be opened online through- e tendering in the presence of the Consultants' representatives who choose to attend.

17. Method of Selection:

- a) The selection shall be based on two-stage bidding process i.e., Technical qualification followed by evaluation of financial bids, on a “Quality cum Cost Based Selection (QCBS)” with Technical component and Financial component in the ratio specified in Part II of Data sheet in Section-2.
- b) For financial evaluation, the total lump sum fee indicated in the Financial Proposal shall be considered. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services.
- c) In order to allow comparison of financial proposal on a common basis, each financial proposal will be carefully scrutinized and total price shall be determined. The score for each financial proposal is inversely proportional to its total price. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial score (Sf) of other financial proposal will be computed as under.

Formula for determining the financial scores:

$Sf = 100 \times Fm / F$, Fm is the lowest price and F the price of the proposal under consideration quoted by consulting firm

The weights given to the Technical (T) and Financial (P) Proposals are:

$$T = 0.70, \text{ and } P = 0.30$$

d) Combined and final evaluation:

Proposals of the qualified consulting firm during the process of evaluation of the technical bid will finally be ranked according to the total score (Technical Score + Financial Score).

For this QCBS (Quality & Cost Based Selection) evaluation, the highest evaluated Proposals will be ranked according to their combined technical (St) {the marks as per the clause 15.1 b) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as under.

$$S = St \times T\% + Sf \times P\%.$$

- e) The Firm achieving the highest combined technical and financial will be ranked as first i.e. H1
- f) The Selected consulting firm shall be the first ranked consulting firm. The second ranked consulting firm shall be kept in reserve and may be invited for negotiations in case the first ranked consulting firm withdraws or fails to comply with the requirements specified hereinabove.
- g) This evaluation procedure reflects high importance attached to quality and competence. Please note that the Client is not bound in any manner to select any of the Firms submitting proposals or to select the Firm offering the lower price

18. Negotiations

18.1 Technical negotiations:

Negotiations on 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.

18.2 Financial negotiations:

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.

- 18.3 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client 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 organization. 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.

18.4 Conclusion of the negotiations:

Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client reserves the right to negotiate with the next firm with second lowest financial bid.

19. Award of Contract

- 19.1 After completing negotiations, the Client shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 19.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.
- 19.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II of Data Sheet.

20. Performance Guarantee

- 20.1 The selected consulting firm should submit performance security/guarantee within the time and amount specified in the Part II of Data Sheet from the date of Letter of Intent (LOI) issued by Client in the form of Bank Guarantee / demand draft issued by Nationalized /scheduled Banks in India
- 20.2 The selected Consulting firm shall submit the Bank Guarantee for Performance Guarantee for duration of assignment.

20.3 Refund of PG: The PG shall be refunded within six months from the date of successful completion of the assignment

20.4 Forfeiture of PG: PG shall be forfeited in the following cases:

- a) When any terms and condition of the contract is breached.
- b) When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/ work order

21. Penalty Clause:

The selected consulting firm shall render services strictly adhering to the milestones mentioned in contract. Any delay in achieving the milestones except approved by Client in writing shall attract a penalty of 1.0% of the contract value per fortnight of the delayed services subject to a maximum of 10.0 % of the value of contract value . If the delay is beyond 30 days, then client has the right to issue the termination notice.

22. Assignment Period:

The assignment would be initially for a period specified in the Part II of Data Sheet. The period could subsequently be extended for a further as per the need of the Mission and on agreement between Client Consultant.

23. 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 Client's anti- fraud and corruption policy.

Instructions to Consultants

Part-II

DATA SHEET

ITC Clause No	Particulars	Details
1.1 & 2.1	Name of the Client:	Mission Director (SBM), State Water and Sanitation Mission , 1 st Floor, CIDCO Bhavan, South Wing, CBD Belapur, Navi Mumbai. 400614. Tel. No. 022-2756 2363, 2756 2546 E-mail:
1.3	Bid Invited from	An Indian Consultant fulfilling the minimum eligibility criteria. NO Joint Venture /No Consortium Allowed.
2.2 & 2.4	Name of the Assignment/job is:	Selection of Technical Service Provider to support in Implementation of Swachh Bharat Mission (Grameen) in the State of Maharashtra
2.3 & 13.3	Date & Time for online Submission of Proposal	Submission Start Date: 09.06.2022, Time: 9.00 AM Submission End Date : 29.06.2022 Time: 5.00 PM Mode of submission : via online e-portal: http://mahatenders.gov.in
2.6		The Client will provide to the Consultant access to related information may be required for performing the assignment
9	Validity of Proposal	Upto 120 days from date of Submission
10.3 (a)	Total estimated Professional Staff Months: 252 Person months The above Staff Month is calculated considering <u>22 working days</u> in a month.	
10.4	The formats of the Technical Proposal to be submitted (not limited to) are: Form 1: Letter of Proposal submission Form 2: Consultant's organization & experience Form 3: Comments & suggestions on ToR Form 4: Approach & methodology Form 5: Financial Turnover Certificate Form 6: Team composition Form 7: Curriculum Vitae Form 8: Staffing Schedule Form 9: Work Schedule Form 10: Comments / modifications suggested on draft contract. Form 11: Declaration and Undertaking on Blacklisting.	
10.6	The formats of the Financial Proposal to be submitted are: Financial bid should be uploaded in BOQ format	
11	Pre-Bid Meeting	Date: 16.06.2022, Time: 2.30 PM Place: State Water and Sanitation Mission, Govt. of Maharashtra, South Wing, 1st Floor, CIDCO Bhavan, CBD Belapur, Navi Mumbai. 400614. Email-Id: procurement.maharashtrajjm@gmail.com
12.1	Bid Processing Fee:	Rs. 15000 + GST Rs. 2700= Rs. 17700/-.
12.2	Earnest Money Deposit (EMD)	Rs. 5,00,000/-
14	Opening of Technical	Date : 30.06.2022 Time: 5.00 PM

ITC Clause No	Particulars	Details
	Proposal	
16	Opening of Financial Proposal	SWSM will inform date and time of online opening of financial proposals to qualified consulting firm
17	Mode of Selection:	Quality cum Cost Based Selection (QCBS)Method Technical: 70 Marks and Financial: 30 Marks
19	Commence the Assignment/job	Within 2 weeks from the date of letter of intent
20	Performance Guarantee	Performance guarantee @5% of the contract value should be submitted within 2 weeks from the date of letter of intent
23	Assignment Period	36 (Thirty six) Months

Section – 3

Technical Proposal -Standard Forms

Letter of Proposal Submission
(on firm's letter head)

Date:

To:
Mission Director (SBM)
State Water and Sanitation Mission
1stFloor, CIDCO Bhawan,
CBD Belapur (South Wing)
Navi Mumbai – 400 614

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 online.

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, 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:

Experience of the Consulting Firm

Please mention details about experience as per the eligibility clause 4.1 (b)

Sr. No	Name and Address of Client	Name of Project	Project Location	Project Cost in Rs. Cr.	Cost of Consultancy services	Status of the project	Start Date	End Date	Actual date of completion	Actual cost of consultancy	Document page No
1											
2											
3											
4											
5											
..											
				Total							

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of the firm

*Note: It is mandatory to submit work order/ contract document **along with** the Completion certificate duly signed / counter signed by the officer not below the rank of Executive engineer or equivalent rank shall be submitted for the each claimed assignment/ project. Failing which proposal shall not be evaluated and rejected.*

Experience of the Consulting Firm

Please mention details about experience as per the eligibility clause 4.1 (c)

Sr. No	Name and Address of Client	Name of Project	Project Location	Project Cost in Rs. Cr.	Cost of Consultancy services	Status of the project	Start Date	End Date	Actual date of completion	Actual cost of consultancy	Document page No
1											
2											
3											
4											
5											
..											
				Total							

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of the firm

*Note: It is mandatory to submit work order/ contract document **along with** the Completion certificate duly signed / counter signed by the officer not below the rank of Executive engineer or equivalent rank shall be submitted for the each claimed assignment/ project. Failing which proposal shall not be evaluated and rejected.*

Experience of the Consulting Firm

Please mention details about experience as per the eligibility clause 4.1 (d)

Sr. No	Name and Address of Client	Name of Project	Project Location	Project Cost in Rs. Cr.	Cost of Consultancy services	Status of the project	Start Date	End Date	Actual date of completion	Actual cost of consultancy	Document page No
1											
2											
3											
4											
5											
..											
				Total							

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of the firm

*Note: It is mandatory to submit work order/ contract document **along with** the Completion certificate duly signed / counter signed by the officer not below the rank of Executive engineer or equivalent rank shall be submitted for the each claimed assignment/ project. Failing which proposal shall not be evaluated and rejected.*

Experience of the Consulting Firm

Please mention details about experience as per the eligibility clause 4 (e)

Sr. No	Name and Address of Client	Name of Project	Project Location	Project Cost in Rs. Cr.	Cost of Consultancy services	Status of the project	Start Date	End Date	Actual date of completion	Actual cost of consultancy	Document page No
1											
2											
3											
4											
..											
				Total							

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of the firm

*Note: It is mandatory to submit work order/ contract document **along with** the Completion certificate duly signed / counter signed by the officer not below the rank of Executive engineer or equivalent rank shall be submitted for the each claimed assignment/ project. Failing which proposal shall not be evaluated and rejected.*

Experience of the Consulting Firm

Please mention details about experience as per the eligibility clause 4 (f)

Sr. No	Name and Address of Client	Name of Project	Project Location	Project Cost in Rs. Cr.	Cost of Consultancy services	Status of the project	Start Date	End Date	Actual date of completion	Actual cost of consultancy	Document page No
1											
2											
3											
4											
..											
				Total							

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of the firm

*Note: It is mandatory to submit work order/ contract document **along with** the Completion certificate duly signed / counter signed by the officer not below the rank of Executive engineer or equivalent rank shall be submitted for the each claimed assignment/ project. Failing which proposal shall not be evaluated and rejected.*

Assignment / Project Details

[Using the format below, provide information on each assignment mentioned in forms 2 for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract:
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract:
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Brief description of Project:	
Scope of services rendered by the consulting firm :	

Authorized Signature [In full and initials]:

Name and Title of Signatory:

**Comments and Suggestions on The Terms Of Reference And On Counterpart Staff
And Facilities To Be Provided By The Client**

-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 Client

[Comment here on Inputs and facilities to be provided by the Client 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,

- c) 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 details 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 Client), 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 proposed team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.]

Financial Capacity of the Bidder (on CA's letter head)**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. (name of consulting firm) is having registered office at (detailed office address). The turnover and net worth of the (name of consulting firm) from the business of providing consultancy services for the three financial year from Audited Statement for the FY 2017-18, 2018-19 2019-20 is as under .

Sr. No.	Financial Year	Turnover in crore
1	2018-19	
2	2019-20	
3	2020-21	
	Average Turnover	

The Net-Worth for the FY2020-21 is INR _____ Crores.

The above information/figures are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of tender at any stage, besides liabilities towards prosecution under appropriate law.

Signature of the Chartered Accountant

Name of the Firm

Registration No.

Date:

Place:
(Seal of the Chartered Accountant)

Email id:

Note: Copies of audited balance sheet and profit & loss account for the above financial years should be attached.

Team Composition and Task Assignment/Jobs

Professional Staff

Sr. No	Proposed Position	Name of Proposed Staff	Education Qualification	Area of Expertise	Experience in years in area of expertise	Position/Task Assigned for this job
1						
2						
3						
4						
5						
6.						
7.						

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] : Client : 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: Client: 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.

Name of Key Personnel:

Name of Authorized representative of Firm:

[Signature of staff member or authorized representative of the staff]

Date:

Place:

Staffing Schedule

S. No.	Name of Key Expert	Staff input (in the form of a bar chart)													Total Months
		Month	1	2	3	4								36	
1		Home													
		Field													
2		Home													
		Field													
3		Home													
		Field													
4		Home													
		Field													

Note:

1. For Key Expert, 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 and planning for deliverables

S. No.	Deliverables	Months												Total Months
		1	2	3	4	5	6	7	8	9	36	
1	{e.g., Deliverable #1: Report A													
2														
3														
4														

Note:

- 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 Client 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 Client is not bound to accept any/all modifications sought and may reject any such request of modification.]

Declaration and Undertaking on Blacklisting

(Affidavit on Rs.100/- non judicial stamp paper duly notarized)

Date

We certify that in regard to matter other than security and integrity of the country, we have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake or which relates to a grave offence that outrages the moral sense of the community.

We hereby declare and confirm that our firm is NOT terminated/blacklisted/debarred in/by any Central Govt./ State Govt. / Board/ Public sector undertaking/Any state/central Govt. Organization, Urban Local body and/or its undertaking companies during last five years as on date of submission of proposal.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any Director / Manager / Employees.

We hereby irrevocable any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SWSM in connection with the Selection Process itself in respect of the above mentioned project.

We do solemnly state that our consulting firm is not black listed by any Central Govt. / State Govt. and its organization / public undertakings etc.

This is also to certify that our consulting firm , is not involved in any form of Corrupt and Fraudulent practices in past and will never be involved in future.

I ----- Solemnly state on oath that the contents in this Affidavit are true and correct to the best of my knowledge and belief.

Authorized Signature

[In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address

Section - 4

Financial Proposal only on BOQ format

1	<div> <div>Validate</div> <div>Print</div> <div>Help</div> <div>Wise BoQ</div> </div>						
4	Tender Inviting Authority: Mission Director, State Water and Sanitation Mission, Maharashtra						
5	Name of Consultancy Services :Selection of Technical Support Provider to support in Implementation of Swachh Bharat Mission (Grameen)-II in the State of Maharashtra						
6	Contract No: WSSD/SWSM/SBM/TSP/03/2022-3						
8	Name of the Bidder/ Bidding Firm / Company :						
9	<p align="center">PRICE SCHEDULE</p> <p align="center">(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>						
10	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
11	Sl. No.	Item Description	Total No. of Man Months	Units	Rate per Man Month In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
12	1	2	4	5	13	53	55
13	1	Remuneration of Experts					
14	1.01	Average Man Month rate (Considering key experts mentioned in the RFP)	252.00	Man Month		0.00	INR Zero Only
15	Total in Figures					0.00	INR Zero Only
17	Quoted Rate in Words			INR Zero Only			

Section - 5

Terms of Reference

Draft Terms of References

Selection of Technical Support Provider to support in Implementation of Swachh Bharat Mission (Grameen) -II in the State of Maharashtra.

Background

The Government has recently launched SBM (G) II for sustaining gains of first phase of the programme. Effective solid and liquid waste management (SLWM) is an important component of SBM(G) - II which focuses on four key areas - management of solid waste including plastic wastes, bio-degradable solid wastes (including animal wastes), grey water management, and faecal sludge management. The program envisages creating awareness regarding the concept of 3Rs (reduce, reuse and recycle) amongst the rural population, encouragement for implementing GOBAR-dhan schemes, promoting development of revenue generation models based on SLWM and skill development of the rural population through co-ordination with NDSC, development of faecal sludge management capabilities through coordination of new units..

Generating effective solid and liquid waste management systems in rural Maharashtra is a challenge considering the lack of awareness and established, documented practices, scalable models around SLWM, inadequate facilities available for faecal sludge management, limited options and lack of knowledge on various cost effective technologies suitable for rural areas, inefficient Operation and Maintenance of the systems, etc. Government of Maharashtra, under State Water and Sanitation Mission through State Water and Sanitation Mission (SWSM) is seeking to engage an organization/ firm/ agency to work as State Project Management Unit (PMU), for a period of four years from the date of initiation, to achieve the goals related to the SLWM component of phase II of SBM (G).

1. Objectives

The State Project Management Unit is expected to work closely with Water Supply And Sanitation Department (The Swaccha Bharat Mission) and (SWSM) under the aegis of State Water and Sanitation Mission for providing implementation support with a focus on HRD, IEC, Capacity building required towards technical support provision and monitoring of the process and progress of SBM II implementation in Maharashtra. The objectives are-

- a) To develop village level planning protocols and State annual implementation plan for SLWM based on GOI guidelines and latest technologies.
- b) To provide support for Human Resource Development in terms of preparation of ToRs, TSPs selection process and strengthening of PRI implementation structure
- c) To provide support for capacity building of key functionaries, developing training modules and facilitation of trainings for roll out of SLWM component.
- d) Development of State level communication plan, support for designing of behaviour change communication tools focusing of 3Rs, sample assessments and documentation
- e) To provide technical support for developing standard rate contracts documents, refinement of protocols and formats for SLWM technologies, technical assistance in scaling up of GOBAR-dhan scheme through ToRs, SLAs and cost estimates.

- f) To develop revenue generation options based on SLWM reaching out to private and corporate sectors
- g) Review implementation status of SLWM systems through field visits and develop multi-level monitoring protocol and tools
- h) To provide guiding notes for convergence with various other programmes and CSR activities.
- i) To prepare best practice documentation, process protocols and guidelines required for smooth roll out of the program.
- j) To collect available data and submit gaps , rise analysis and forecast and other managerial reports.
- k) Create presentation based on above as and when necessary.

2. Scope of work

A. Planning Phase

- Develop methodology data sets
- Development of formats and protocols for village level SLWM planning process
- Development of a template for District Annual Implementation Plan
- Support in preparation of State Annual Implementation Plan for SLWM component under SBM(G) II
- Plan output and outcome vis-à-vis the SBM-2 policy & guidelines on midterm and final levels.

B. Support for Human Resource Development:

- Developing ToRs for technical support providers (TSPs) of SLWM for GPs/Clusters with rate card
- Support in development of selection criteria, formats and support during selection process of TSPs.
- Review and assessment of existing PRI structure and providing inputs for their strengthening

C. Capacity Building Initiatives

- Develop ONE AND three days training module on management of SLWM components for MTs
- One day orientation on SLWM component of SBM(G) II for district programme heads

- Develop a handbook/ resource material for PRIs and members of TSPs on creation and management of SLWM with convergence component under MNREGA and 15th FC
- Facilitation of 6 trainings of trainer (ToTs) of 4-5 master trainers from each district with one 4 days training in each division on the module developed for all component
- Supportive supervision in ToTs of District team at GP level
- Identifying the available supplier for the bought out component on GeM portal

D. Support for Behaviour Change Communication

- Develop communication strategy for SLWM based on 3 Rs and convergence
- Development of state communication plan for SLWM
- Facilitate district communication planning process for SLWM with training
- Assessment of existing communication material and develop most appropriate communication tools

E. Technical support

- Support in developing standard rate contracts documents
- Develop comprehensive SLWM technology guide based on state experience and useful for addressing geographical needs with drawings, Type estimates, different type designs etc. for all components including fiscuss sldag management.
- Scaling up of GOBAR-dhan (Galvanizing Organic Bio-Agro Resources-dhan) scheme through ToRs, SLAs, cost estimates, identifying
- Different Costed models under 15th FC and MNREGA with skill and unskilled component to be integrated under GPDP and VAP of JJM (for waste water management)

F. Operation and Maintenance

- Identification of GP level revenue generation options based on SLWM and their documentation
- Develop costed business models for corporate and private sector investment under BOOT model

G. Monitoring

- Quarterly visits to 2 blocks from each division to review implementation status and provide inputs to SWSM along with regular reports
- Develop multi-level monitoring protocols and tools

Review the midterm outcomes and outputs

- Refine and redefine the strategies where needed (except finally)
- Review the outputs on time to time basis.

H. Convergence, Coordination and leveraging fund

- Scope mapping and development of guiding notes for convergence
- Development of State and district level coordination mechanism between RDD, JJM and other stakeholders
- Development of business model for public private partnerships, CSRs

I. Support for documentation and project management

- Documentation of best practices regarding SLWM implementation in annual reviews
- Develop process protocol for co-ordination with National Skill Development Corporation (NSDC) to develop national occupational standards for sanitary workers for SLWM
- Support SWSM to develop State specific Policies, Guidelines, Protocols, instructions, Project proposal (DPR) appraisal SoP, etc.
- Provide day to day support to SWSM and WSSD for preparing reports, briefs, presentations and other documents as needed
- Attend state level meetings as and when directed by SWSM and WSSD.

3. Deliverables :

Sr. No.	Activity	Deliverable
1.	Planning Phase	<ul style="list-style-type: none"> • Defining outcomes and outputs • Village level SLWM planning protocol and tool-kit/ format • Template for District Annual Implementation Plan • State Annual Implementation Plan for SLWM component • Operational plan • Outputs and outcomes with timelines
2.	Support for Human Resource Development	<ul style="list-style-type: none"> • ToRs for technical support providers (TSPs) of SLWM for GPs/Clusters with rate card • Selection criteria, formats for selection process of TSPs. • TNA of PRI structure to implement SLWM • Report on status of existing sanitary marts and recommendations for strengthening.
3.	Capacity Building Initiatives	<ul style="list-style-type: none"> • Develop various types of training modules and Manual on Management of SLWM & SBM-II component. • Develop Handbook/ training resource material for PRIs and members of TSPs on management of SLWM with convergence component under

Sr. No.	Activity	Deliverable
		<p>MNREGA and 15th FC</p> <ul style="list-style-type: none"> • planning, conducting the orientation programme on SLWM component under SBM(G) II for district programme heads • supportive supervision in ToTs of District team. • Impact and evaluation of training.
4.	Support for Behaviour Change Communication	<ul style="list-style-type: none"> • State level communication strategy for SLWM based on 3Rs and convergence • State communication plan for SLWM and report of training • Communication tools with SLWM context
5.	Technical Support	<ul style="list-style-type: none"> • Identifying the suppliers and provide us for bought out components on GeM portal • SLWM technology priority and guidelines based on geographical needs with drawings, Type estimates, different type designs etc. • Technical support for IHHL, Community sanitary complex, sustainable O & M of toilets and sanitary complexes • ToRs, SLAs and cost estimates for block/district level activities such as menstrual hygiene Management, GOBAR-dhan scheme ,faecal sludge management and plastic waste management • Different Costed models under 15th FC and MNREGA with skill and unskilled component to be integrated under GPDP and VAP of JJM (for Grey water management) • Support for mapping of various components for GIS.
6.	Operation and Maintenance	<ul style="list-style-type: none"> • Report on revenue generation options based on SLWM at GP level. (SBM-2 components) • Costed business models for corporate and private sector investment under BOOT model
7.	Monitoring	<ul style="list-style-type: none"> • Quarterly field visits to villages of at least 2 blocks in each division and submission of analysed reports. • Developing protocol and tool kit for multi-level monitoring • Assisting in arrived situation and design survey. • Report on midterm programme outcomes and outputs.
8.	Convergence, Coordination and leveraging fund	<ul style="list-style-type: none"> • Guiding note for convergence with respect to guidelines issued by the concern department • Note on State and district level coordination mechanism between RDD, JJM and other stakeholders • Report on framing of business model for public, private partnerships, CSRs

Sr. No.	Activity	Deliverable
9.	Support for documentation and project management	<ul style="list-style-type: none"> Documentation of best practices / case studies regarding SLWM implementation Development and application of protocol for co-ordination with National Skill Development Corporation (NSDC) to develop as per the national occupational standards for sanitary workers for SLWM Designing of survey for SLWM OUTCOME AND ITS MEAUREMENTS.
10	Achievements	<ul style="list-style-type: none"> Completion report Quality analysis Basic report on water quality parameters improvement basic reports on qualitative and quantitative outputs, quality parameters.

Note: Selected consulting firm will be required to submit quarterly work plan based on the deliverables mentioned above and the same will be approved by the competent authority.

4. Proposed Team

The proposed team will include a Team Leader and a team of multi-disciplinary experts who are able to analyze, synthesize data and information and make appropriate suggestions for effective implementation of the program. The proposed team is as follows

No	Proposed Position	Education Qualification	Required Experience
1.	Team Leader, WASH Management specialist and institution development expert	Graduate Engineer (Civil or Environmental) / MBA or postgraduate in Sciences / Social Sciences / social work/ Economics	<ul style="list-style-type: none"> ✓ Minimum 10 years' Experience in sanitation sector, especially SLWM. ✓ Should have successfully completed the projects related to designing and implementation of SLWM systems, policy formulation, project management, technical implementation, Capacity Building, IEC & Content Creation for WASH Sector in India.
2.	Senior Solid Liquid Waste Management Technology Expert	Graduation in Civil/ Environment.	<ul style="list-style-type: none"> ✓ With min 7 Years of Experience ✓ Should have experience of designing and execution Solid Waste Management and Wastewater Treatment systems. ✓ Should have contributed to WASH sector policy development
3.	Junior Solid Liquid Waste Management Technology Expert	Graduation in Civil/ Environment.	<ul style="list-style-type: none"> ✓ With min 5 Years of Experience ✓ Should have knowledge and experience of designing and execution of waste water drainage schemes, solid waste management,

No	Proposed Position	Education Qualification	Required Experience
			sewage treatment plants.
4.	Information Technology, Knowledge management and documentation expert	Post Graduate in Information Technology/Computer Science/MCA with knowledge on IMIS	✓ Should have minimum 7 years' experience in data management, analyzing data, designing knowledge management processes, development of knowledge products and policy documents
5	M & E expert	Master of Business Administration/ Post Graduation in Economics / Statistics	✓ Should have minimum 7 years' experience in monitoring and evaluation activities in WASH sector in India. ✓ Should also have experience in developing evaluation criteria and formulating monitoring mechanism, developing and using digital platforms with knowledge on IMIS.
6	IEC, HRD and CB expert	Post Graduate in Social science/MBA Or Mass communication.	✓ Should have minimum 7 years' experience in motivational and Behavioural trainings, carrying out activities for community development, community mobilization and community led processes in WASH Sector in India. ✓ Should be an expert in evolution and application of IEC/ IPC tools. Should be an expert in training design and sciences and adult learning.
7	Finance Expert	1. Master of Business Administration (Finance)/ Chartered Accountant/ Cost Accountant	✓ Should have minimum 7 Years' experience fundraising / project evaluation/management consulting / costing / MIS reporting and knowledge of PFMS.

Note: In order to complete the deliverables, consulting firm should deploy experts as per the requirement provided that there shall not be change in the estimated man month mentioned in the Part II of this document.

5. Support provided by the Client

- 1.1. Client will provide office spaces within the SWSM Office along with workstations, internet access, office equipment and stationery needed for the staff of the Consultants except computer/laptop.
- 1.2. Client will give access to all the required documents, correspondence & any other information associated with the projects as deemed necessary.
- 1.3. Official travel for field visits, duly approved by appropriate authority of Client will be paid on reimbursable basis.

- 1.4. Cost of training if required conducted by selected consulting firm to for stake holder will be borne by SWSM

6. Reporting:

For all purposes the selected consulting firm will be reporting to the Mission Director (SBM), SWSM or his/her designee. It will generate Quarterly Progress Reports highlighting the accomplishment against the agreed operational plan.

7. Review and Monitoring of the Assignment:

The performance of the selected consulting firm will be judged based on work done against the agreed work plan. The consulting firm will prepare quarterly activity plans and share it with SWSM. A joint monthly review mechanism will be put in place and represented by members of SWSM and the selected consulting firm. The review of the progress and plan for future action will be decided therein. In case, SWSM has any objection, related to assignment deliverables, it will inform the agency in writing.

SWSM will keep a watch on the deliverables, of the assignments, take actions for the speedy settlement of the issues raised by selected consulting firm and timely follow up. Committee is set up under Mission Director (SBM), SWSM for review of performance of the selected consulting firm.

8. Payment Schedule

9.1. Payment towards remuneration: After the end of each quarter, the firm has to submit invoice as per approved work plan mentioned in clause 4 of ToR along with attendance sheet, work done report of each deployed professionals duly approved by the authority appointed by Mission Director (SBM), SWSM.

9.2. Payment towards reimbursable expenses: Selected firm should submit invoice quarterly for reimbursement of professionals along with details of approval for tour and tour diary.

9.3. Client will release payment to the consulting firm within 3 weeks from the date of receipt of tax invoice along with supporting documents if all documents are in line with the requirement.

9.4. The rates applicable for the purposes of reimbursements shall be as per the prevailing grade wise TA/DA policy of SWSM.

Section - 6

Standard Forms of Contract

Draft Contract for Services

Technical Service Provider to support in Implementation Swachh Bharat Mission (Grameen) in the State of Maharashtra Between

Mission Director (SBM)

Water Supply and Sanitation Mission,

South Wing, 1st Floor, CIDCO Bhavan, CBD Belapur, Navi Mumbai. 400614.

And

Dated:

I. Form of Contract

TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree 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) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Remuneration Cost Estimates
- Appendix D: Reimbursable Cost Norms
- Appendix E: Methodology Submitted by the Consultant
- Appendix F: Work Plan submitted by the consultant
- Appendix G: Minutes of Technical Negotiations held

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E; Appendix F; Appendix G; and Appendix H;. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client 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.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant]*

[Authorized Representative of the Consultant – name and signature]

I. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- a) "Applicable Guidelines" means the Guidelines for Selection and Employment of Consultants ("Consultants' Guidelines").
- b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- c) Deleted .
- d) Deleted .
- e) "Client" means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- h) "Day" means a working day unless indicated otherwise.
- i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- k) "Foreign Currency" means any currency other than the currency of the Client's country.
- l) "GCC" means these General Conditions of Contract.
- m) "Government" means the government of the Client's country.
- n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- o) "Local Currency" means the currency of the Client's country.
- p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- t) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- u) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. 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, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

10. Corrupt and Fraudulent Practices

10.1.The client requires compliance with its policy in regard to corrupt and fraudulent practices specified in the SCC.

a. Commissions and Fees

10.2.The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party 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 or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1.This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

12. Termination of Contract for Failure to Become Effective

12.1.If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) 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.

13. Commencement of Services

13.1.The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. Expiration of Contract

14.1.Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. Entire Agreement

15.1.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 statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1.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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. deleted .

17. Force Majeure

a. Definition

17.1. 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 makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. 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.

c. Measures to be Taken

17.5. 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.

17.6. 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) calendar 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.

17.7. 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.

17.8. 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 Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension

18.1. The Client 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 request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1 This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

(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 GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors 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 GCC 49.1;

(d) 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) calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar 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) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) If the Client 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 Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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 Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3: The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interests

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, 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 Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the client's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants 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.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Consultant

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the client and/or persons appointed by the client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the

Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the client if requested by the client . The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the client's prevailing sanctions procedures.)

26. Reporting Obligations

26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

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

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for 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 GCC 41.2.

29.3 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts

30.1 With the Client's agreement in writing, Consultant may provide alternate experts/replace experts in case of unavoidable circumstances (such as health, resignation, organizational changes etc.) which meet or exceed the qualifications of the existing expert. Such substitution shall not entitle the consultant to any additional remuneration and Consultant shall ensure proper knowledge transfer at their own expense.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity/resignation/organizational changes etc.. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Approval of Additional Key Experts

31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultants

32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or

shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

33. Replacement/ Removal of Experts – Impact on Payments

33.1 Except as the Client may otherwise agree, (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 Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in Appendix B.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

35. Assistance and Exemptions

35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

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

(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(f) Provide to the Consultant any such other assistance as may be specified in the SCC.

36. Access to Project Site

36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

37. Change in the Applicable Law Related to Taxes and Duties

37.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties 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 GCC 41.1

38. Services, Facilities and Property of the Client

38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39.3 Professional and support counterpart personnel, excluding Client'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 Client shall not unreasonably refuse to act upon such request.

40. Payment Obligation

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount

41.1 An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

41.3 For any payments in excess of the ceilings specified in GCC41.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42. Remuneration and Reimbursable Expenses

42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are applicable and reasonably incurred by the Consultant in the performance of the Services.

42.2 All payments shall be at the rates set forth in Appendix C and Appendix D.

42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

42.5 Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

43. Taxes and Duties

43.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

43.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

44. Currency of Payment

44.1 Any payment under this Contract shall be made in the currency (ies) specified in the SCC.

45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(d) The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final

invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

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

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments

46.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

47. Good Faith

47.1 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.

H. SETTLEMENT OF DISPUTES

48. Amicable Settlement

48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution

49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Attention : Email :</p> <p>Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	NA
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: For the Consultant: [name, title] _____</p>
11.1	The effectiveness conditions are the following: from the date of signing the contract by both the parties
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be 45 days</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 45 days</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	Expiration of Contract:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>The time period shall be However, the contract shall be extended as per the need of the mission.</p>
<p>21 b.</p>	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
<p>23.1</p>	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”</p>
<p>24.1</p>	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of “in</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>accordance with the applicable law in India;</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>“in accordance with the applicable law in India</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(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.</p>
27.1	<i>All property rights shall be with the client</i>
27.2	The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.
30.2	Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death, resignation, termination or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
32.3	Any replacement of the removed experts shall possess better qualifications and experience and shall be as mutually agreed by Consultant with the Client.
35.1 (a) through (e)	N/A
35.1(f)	<i>Sitting arrangement and other office equipment and facilities required to discharge the duties will be provided by the client.</i>
41.2	The total value of the Contract is Rupees xxxxx (inclusive of Taxes. Break up is provided below).

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract														
	<table border="1"> <tr> <th>Item</th><th>Cost</th></tr> <tr> <td>(1) Remuneration</td><td></td></tr> <tr> <td>(2) Reimbursable</td><td></td></tr> <tr> <td>Total Cost</td><td></td></tr> <tr> <td colspan="2">Indirect Local Tax Estimates</td></tr> <tr> <td>GST</td><td></td></tr> <tr> <td>Total with GST</td><td></td></tr> </table> <p>GST will be on applicable items at prevailing rate and above total cost with tax is only indicative.</p> <p>Cost of reimbursable expenditure incurred by the consultant on the items/activities approved in the annual budget will be paid on actual basis.</p>	Item	Cost	(1) Remuneration		(2) Reimbursable		Total Cost		Indirect Local Tax Estimates		GST		Total with GST	
Item	Cost														
(1) Remuneration															
(2) Reimbursable															
Total Cost															
Indirect Local Tax Estimates															
GST															
Total with GST															
42.1	<p>The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent (including adjustment of leave/s as and when applicable) by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; (ii) The consultant shall submit time sheet with the details of work done on a monthly basis; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services. REIMURABLE EXPENSES THAT ARE TADA SPECIFIED TO BE APPLICABLE</p>														
42.3	NA														
43.1 and 43.2	<p>The Client warrants that the Client shall reimburse the Consultant, the Sub-consultants and the Experts" any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p>														
44.1	The currency [currencies] of payment shall be the following: <i>[list currency(ies) which should be the same as in the Financial Proposal,</i>														

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<i>Form FIN-2]</i>
45.1(a)	NA
45.1(b)	After the end of each quarter , the firm has to submit invoice as per approved work plan mentioned in clause 4 of ToR along with attendance sheet, work done report of each deployed professionals duly approved by the authority appointed by Mission Director (SBM), SWSM.
45.1(e)	The accounts are: for local currency: <i>[insert account]</i> .
46.1	For Delay beyond 75 working days from receipt of acceptable Invoice -The interest rate is: NA
49.	Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 48 may be submitted by Consultant to Mission Director (SBM), State Water and Sanitation Mission. If disputes persist in such case an aggrieved party can approach Additional Chief Secretary (ACS) or Principal Secretary (PS), Water Supply and Sanitation Department (WSSD), Government of Maharashtra. The decision given by the ACS or PS shall be final

V. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.

APPENDIX B - KEY EXPERTS

[Insert a table based on Form **TECH-6 of the Consultant's** Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on BOQ of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to at the negotiations or state that none has been made.]

APPENDIX D – REIMBURSABLE COST NORMS

Insert the table with the reimbursable agreed at the Contract negotiations

Appendix E: Methodology Submitted by the Consultant

Appendix F: Work Plan submitted by the consultant

Appendix G: Minutes of Technical Negotiations held

Appendix H: Form of Advance Payments Guarantee