



GOVERNMENT OF TAMILNADU
Directorate of Municipal Administration
11th Floor, Urban Administrative Building, Santhome
High Road, MRC Nagar RA Puram ,Chennai – 600 028
Tel: +91 - 044-29864447

Request for Proposals (RFP)

For Package - 10

**Selection of Outsourcing / Consulting agencies for Engaging Project Management Unit
and Project Implementation Unit under Swachh Bharat Mission in Tamil Nadu**
(as per the list enclosed in Table-I)

Reference No:3093/2016/P4/SBM/PMUPIU/RFP

The *Director of Municipal Administration, Government of Tamil Nadu, with capacity of
Mission Director*

1. , *Swatch Bharat Mission for Government of Tamil Nadu* invites sealed bids from eligible Bidders for "Selection of Outsourcing / Consulting agencies for *engaging Project Management Unit and Project Implementation Units under Swatch Bharat Mission*" in Tamil Nadu (as per the list enclosed in Table I)
2. Bidding will be conducted using the procedures specified and is open to all Bidders eligible as defined in these Guidelines that meet the minimum qualification criteria.
3. Interested eligible Bidders may obtain further information from *The Mission Director (SBM – TN), Directorate of Municipal Administration, Tamil Nadu* and avail the bidding documents at the address given below from 10:00AM to 5:00PM. From 23.07.2021
4. A complete set of bidding documents in *English Language* may be downloaded from [http:// tnurbantree.tn.gov.in/](http://tnurbantree.tn.gov.in/) [http:// tenders.tn.gov.in/](http://tenders.tn.gov.in/) - "What is New". The downloadable version of the bidding documents, and any addenda to it, will be the binding one.
5. The key dates are as follows:

Last Date / Time for Receipt of Sealed Proposals :30.07.21 at 3:30PM
Technical bid Opening : 30.07.21 at 4.00PM
Financial Opening: To be Communicated Later to the technically qualified bidders
Address: As mentioned.

6. Bids must be delivered to the address mentioned on or before *the specified date and time in the Bid Data Sheet*. Late bids will be rejected. Bids will be opened in the presence of Bidders' representatives who choose to attend at the address mentioned immediately after the closing time of submission of Bids.

7. The details of PMU& PIUs for which RFP invited are given below Table- I.

Pack age No.	Description of procurement	Estimated cost (Rs in lakh)	EMD in Rs.	Processing Fee in Rs.	Period of procurement
1	Project Management Unit (Director of Municipal Administration)	Rs.10.74 Lakh	Rs. 10,740/-	Rs. 5,000/-	6 months
2	Project Implementation Unit (Corporation of Chennai)	Rs.12.24 lakh	Rs. 12,240/-	Rs. 5,000/-	6 months
3	Project Implementation Units (Director of Town Panchayat)	Rs.12.24 lakh	Rs. 12,240/-	Rs. 5,000/-	6 months
4	Project Implementation Unit	Rs.12.24 lakh	Rs. 12,240/-	Rs. 5,000/-	6 months
5	Project Implementation Unit	Rs.12.24 lakh	Rs. 12,240/-	Rs. 5,000/-	6 months
6	Project Implementation Unit (Thanjavur)	Rs.12.24 lakh	Rs. 12,240/-	Rs. 5,000/-	6 months
7	Project Implementation Unit (Madurai)	Rs.12.24 lakh	Rs. 12,240/-	Rs. 5,000/-	6 months
8	Project Implementation Unit (Tirunelveli)	Rs.12.24 lakh	Rs. 12,240/-	Rs. 5,000/-	6 months
9	Project Implementation Unit (Tiruppur)	Rs.12.24 lakh	Rs. 12,240/-	Rs. 5,000/-	6 months
10	Project Implementation Unit (Salem)	Rs.12.24 lakh	Rs. 12,240/-	Rs. 5,000/-	6 months

The Mission Director (SBM – TN)
Directorate of Municipal Administration
Reference No: 3039/2016/P4/MDSBM/PMUPIU/RFP

REQUEST FOR PROPOSAL

For

Package - 10

**Selection of Outsourcing / Consulting agencies for engaging
One Project Management Unit and
Nine Project Implementation Units
Under Swachh Bharath Mission
in Tamil Nadu**

**Client:
The Mission Director,
Swachh Bharath Mission
Tamil Nadu
Directorate of Municipal Administration,
11th Floor, Urban Administrative Building,
Santhome High Road, MRC Nagar
RA Puram ,Chennai – 600 028**

Issued on: 23/07/21

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PART I

Section 1. Letter of Invitation

RFP No. 3093/2016/P4/SBM/PMUPIU/RFP 23.07.2021
Chennai

To:
All Qualified Bidders

Dear Mr./Ms.:

1. The Directorate of Municipal Administration has secured approval for Swachh Bharat Mission Programme from the Government of India and intends to apply a portion of the proceeds of these funds to eligible payments under the contract for which this Request for Proposals is issued.
2. The Client now invites proposals from the Outsourcing / Consulting/Consulting agencies to “Engage one *Project Management Units and Nine Project Implementation Units in Tamil Nadu under Swachh Bharat Mission*” Package - 10 (hereinafter called “Services”) in Tamil Nadu. More details on the Services are provided in the Terms of Reference (Section 7)
3. This Request for Proposals (RFP) is open for all eligible and qualified firms that possess the requisite qualifications and experience.
4. A firm will be selected under *Qualification and Cost Based* procedures and would be required to submit a Full Technical Proposal in a format as described in this RFP, in accordance with the policies of the Government of India, The Government of Tamil Nadu and Directorate of Municipal Administration.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Outsourcing / Consulting agencies and Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 –Eligible Countries
 - Section 6 –Policy – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract
6. Please inform us in writing at the address mentioned or by E-mail:
 - (a) that you have received the Letter of Invitation; and
 - (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Outsourcing/Consulting agencies (ITC), Data Sheet 14.1.1).
7. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

Mission Director(SBM – TN) &
Directorate of Municipal Administration

Section 2.

Instructions to Outsourcing / Consulting agencies and Data Sheet

A. General Provisions

1. Definitions

	<p>(a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Outsourcing / Consulting agencies.</p> <p>(b) "Applicable Guidelines" means the policies of the Government of India under SBM, Government of Tamil Nadu and other applicable laws, TT act governing the selection and Contract award process as set forth in this RFP.</p> <p>(c) "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 Data Sheet, as they may be issued and in force from time to time.</p> <p>(d) "Client" means the implementing agencies that sign the Contract for the Services with the selected Outsourcing / Consulting agencies.</p> <p>(e) "Outsourcing / Consulting agencies" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract as Outsourcing / Consulting agencies.</p> <p>(f) "Contract" means a legally binding written agreement signed between the Client and the Outsourcing / Consulting agencies and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g) "Data Sheet" means an integral part of the Instructions to Outsourcing / Consulting agencies (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h) "Day" means a calendar day.</p> <p>(i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Outsourcing / Consulting agencies, Sub-Outsourcing / Consulting agencies or Joint Venture member(s).</p> <p>(j) "Government" means the government of the Client's country.</p> <p>(k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Outsourcing / Consulting agencies where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(l) "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 CV is taken into account in the technical evaluation of the Outsourcing /</p>
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	<p>Consulting agencies' proposal.</p> <p>(m) "ITC" (this Section 2 of the RFP) means the Instructions to Outsourcing / Consulting agencies that provides the Outsourcing / Consulting agencies with all information needed to prepare their Proposals.</p> <p>(n) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Outsourcing / Consulting agencies.</p> <p>(o) "Non-Key Expert(s)" means an individual professional provided by the Outsourcing / Consulting agencies or its Sub-Outsourcing / Consulting agencies and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(p) "Proposal" means the Technical Proposal and the Financial Proposal of the Outsourcing / Consulting agencies.</p> <p>(q) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Outsourcing / Consulting agencies, based on the SRFP.</p> <p>(r) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(s) "Services" means the work to be performed by the Outsourcing / Consulting agencies pursuant to the Contract.</p> <p>(t) "Sub-Outsourcing / Consulting agencies" means an entity to whom the Outsourcing / Consulting agencies intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(u) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Outsourcing / Consulting agencies, and expected results and deliverables of the assignment.</p>
2. Introduction	<p>2.1. The Client named in the Data Sheet intends to select an Outsourcing / Consulting agencies, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2. Outsourcing / Consulting agencies are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Outsourcing / Consulting agencies.</p> <p>2.3 The Outsourcing / Consulting agencies should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Outsourcing / Consulting agencies' expense.</p> <p>2.4 The Client will timely provide, at no cost to the Outsourcing / Consulting agencies, the inputs, relevant project data, and reports required for the preparation of the Outsourcing / Consulting agencies' Proposal as specified in the Data Sheet.</p>

3. Conflict of Interest	<p>3.1 The Outsourcing / Consulting agencies is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Outsourcing / Consulting agencies have an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Outsourcing / Consulting agencies or the termination of its Contract and/or sanctions by the Client.</p> <p>3.2.1. Without limitation on the generality of the foregoing, the Outsourcing / Consulting agencies shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments:</u> an Outsourcing / Consulting agencies (including its Experts and Sub-Outsourcing / Consulting agencies) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Outsourcing / Consulting agencies for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff:</u> an Outsourcing / Consulting agencies (including its Experts and Sub-Outsourcing / Consulting agencies) that has a close business or family relationship with a professional staff of the Client, or of implementing agencies who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Outsourcing / Consulting agencies or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Outsourcing / Consulting agencies together with this RFP all information that would in that respect give such Outsourcing / Consulting agencies any unfair competitive advantage over competing Outsourcing / Consulting agencies.
5. Corrupt and Fraudulent Practices	<p>5.1 The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Outsourcing / Consulting agencies</p>

	shall permit and shall cause its agents, Experts, Sub-Outsourcing / Consulting agencies, sub-contractors, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.
6. Eligibility	<p>6.1. The Client permits Outsourcing / Consulting agencies (individuals and firms, including Joint Ventures and their individual members) from all the parts of countries to offer outsourcing/consulting services for this project, with the knowledge of local language (Tamil).</p> <p>6.2. Furthermore, it is the Outsourcing / Consulting agencies' responsibility to ensure that its Experts, joint venture members, Sub-Outsourcing / Consulting agencies, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Client in the Applicable Guidelines.</p> <p>6.3 The eligible bidder is an institute of repute / centre of excellence / consultancy Service Provider Should have experience in rendering services for Urban Development Departments / Directorate / Local Bodies at State of Tamilnadu in the field of Unban Sanitation inclusive of sewage Management and solid waste Management and in environmental monitoring and legislation.</p> <p>6.4 The bidder should have at least 5 years of experience of providing advisory / consultancy services with Central / State Govt. Department(s) / ULBs / related Govt. Undertaking / other reputed Industries especially in the Sanitation Development in urban sector.</p> <p>6.5 Annual consultancy turnover of the bidder during last three years should be more than 50 lakhs for the Project Management Unit and the annual consultancy turnover of the bidder during last two years should be more than 30 lakhs for the Project Implementation Unit.</p> <p>6.6 The agency should not have been black listed by any State Government, Central Government or any other public sector undertaking or a corporation as on the date of RFP. An undertaking to this effect should be submitted.</p> <p>6.7 The Bidder should have worked in Tamilnadu and have good communication skill in the language of Tamil and English.</p>
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Outsourcing / Consulting agencies is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Outsourcing / Consulting agencies shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. 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 Outsourcing / Consulting agencies.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Outsourcing / Consulting agencies and the Client shall be written in the language(s) specified in the Data Sheet .
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet along with</p> <ul style="list-style-type: none"> a. EMD :A cheque or demand draft an amount of Rs.12,240 for Package - 10 b. Non refundable Processing Fee: A cheque or demand draft an amount of Rs.5,000 for Package - 10 (for each package) payable in the favour of Director of Municipal Administration, Chennai c. The Proposal received without Earnest Money Deposit (EMD), Processing fee will not considered for evaluation and will be summarily rejected before scrutiny stage. d. The Cheque / Demand Draft for EMD and processing fee should be kept inside the technical proposal cover <p>10.2 If specified in the Data Sheet, the Outsourcing / Consulting agencies shall include a statement of an undertaking of the Outsourcing / Consulting agencies to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> <p>10.3 The Outsourcing / Consulting agencies shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
11. Submission of Proposal	<p>11.1 The Outsourcing / Consulting agencies (including the individual members of any Joint Venture) shall submit proposal for any packages separately in different envelopes, but should submit only one Proposal for one package, either in its own name or as part of a Joint Venture in another Proposal. If an Outsourcing / Consulting agencies, including any Joint Venture member, submits or participates in more than one proposal for particular one package, all such proposals shall be disqualified and rejected. The name and acceptance of the particular key persons or experts proposed for particular package should not be repeated in other proposed package. Every package proposals should be with different expert's name and acceptance letter. Any key experts or persons name found in more than one package submitted by the same outsourcing /consulting agency, then all the proposals submitted by the agency shall be rejected and treated as technically disqualified.</p>
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Outsourcing / Consulting agencies' Proposal must remain valid after the Proposal submission deadline

	<p>12.2 During this period, the Outsourcing / Consulting agencies shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Outsourcing / Consulting agencies' Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Outsourcing / Consulting agencies who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Outsourcing / Consulting agencies agree to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Outsourcing / Consulting agencies have the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p>b. Substitution of Key Experts at Validity Extension</p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Outsourcing / Consulting agencies shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Outsourcing / Consulting agencies fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal may be rejected.</p>
<p>c. Sub-Contracting</p>	<p>12.9 The Outsourcing / Consulting agencies shall not subcontract the whole of the Services.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Outsourcing / Consulting agencies may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to Outsourcing / Consulting agencies. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to Outsourcing / Consulting agencies and will be binding on them. The Outsourcing / Consulting agencies shall acknowledge receipt of all amendments in writing.</p>

	<p>13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Outsourcing / Consulting agencies reasonable time to take an amendment into account in their Proposals.</p> <p>13.1.3 The Outsourcing / Consulting agencies may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
14. Preparation of Proposals – Specific Considerations	<p>14.1 While preparing the Proposal, the Outsourcing / Consulting agencies must give particular attention to the following:</p> <p>14.1.1 If an Outsourcing / Consulting agencies considers that it may enhance its expertise for the assignment by associating with other Outsourcing / Consulting agencies in the form of a Joint Venture or as Sub-Outsourcing / Consulting agencies, it may do so. However, each Outsourcing / Consulting agencies may be part of one proposal for one package only.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Outsourcing / Consulting agencies' own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Outsourcing / Consulting agencies shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
15. Technical Proposal Format and Content	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Outsourcing / Consulting agencies is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
16. Financial Proposal	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.</p>
a. Price Adjustment	<p>16.2. A price adjustment is not possible for this assignment.</p>
b. Taxes	<p>16.3 The Outsourcing / Consulting agencies and its Sub-Outsourcing / Consulting agencies and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.</p>

c. Currency of Proposal	16.4. The Outsourcing / Consulting agencies may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	<p>17.1 The outsourcing agency/consulting agency shall submit the proposals for more than one package. Only one proposal is permitted for one package.</p> <p>17.2 The Outsourcing / Consulting agencies shall submit a signed and complete Proposal for each package, comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal) in separate envelope (large size envelope). The submission can be done by mail or by hand. If specified in the Data Sheet, the Outsourcing / Consulting agencies have the option of submitting its Proposals electronically.</p> <p>17.3 An authorized representative of the Outsourcing / Consulting agencies shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.5 The signed Proposal for each package shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6. The original and all the copies of the Technical Proposal for each package shall be placed inside of a sealed envelope along with a cheque/Demand draft for EMD, Processing fee and it should be clearly marked "TECHNICAL PROPOSAL FOR PACKAGE NO. " for "selection of outsourcing agency/consulting agency for engaging PMU/PIU under SBM in Tamil Nadu". The reference number, name and address of the Outsourcing / Consulting agencies, shall also be placed with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</p> <p>17.7 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL FOR PACKAGE NO. " followed by the name of the assignment, reference number, name and address of the Outsourcing / Consulting agencies, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>17.8 The sealed envelopes containing the Technical and Financial</p>

	<p>Proposals shall be placed into one outer envelope for each package and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment with package number, Outsourcing / Consulting agencies' name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".</p> <p>17.9 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.10 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
18. Confidentiality	<p>18.1 From the time the Proposals are opened to the time the Contract is awarded, the Outsourcing / Consulting agencies should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Outsourcing / Consulting agencies who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>18.2 Any attempt by Outsourcing / Consulting agencies or anyone on behalf of the Outsourcing / Consulting agencies to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Client's sanctions procedures.</p> <p>18.3. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an Outsourcing / Consulting agencies wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
19. Opening of Technical Proposals	<p>19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals of each proposals of each package in the presence of the Outsourcing / Consulting agencies' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the address of the Outsourcing / Consulting agencies or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the addresses of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.</p>
20. Proposals Evaluation	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2 The Outsourcing / Consulting agencies is not permitted to alter or modify its Proposal in any way after the proposal submission deadline</p>

	except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	<p>21. 1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> <p>21.1.1 Outsourcing / Consulting agencies shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p>
22. Financial Proposals for QBS	22.1 Not Applicable.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	<p>23.1 After the technical evaluation is complete, The Client shall notify in writing those Outsourcing / Consulting agencies that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Outsourcing / Consulting agencies sufficient time to make arrangements for attending the opening. The Outsourcing / Consulting agencies' attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Outsourcing / Consulting agencies' choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Outsourcing / Consulting agencies whose proposals have passed the minimum technical score. At the opening, the names of the Outsourcing / Consulting agencies, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Outsourcing / Consulting agencies who submitted Proposals and to the Client.</p>
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it

	consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
25. Taxes	25.1 The Client's evaluation of the Outsourcing / Consulting agencies' Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet .
26. Conversion to Single Currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet .
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet . The Outsourcing / Consulting agencies achieving the highest combined technical and financial score will be invited for negotiations.
D. Negotiations and Award	
28. Negotiations	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Outsourcing / Consulting agencies' representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Outsourcing / Consulting agencies.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Outsourcing / Consulting agencies' authorized representative.</p>
a. Availability of Key Experts	<p>28.3 The invited Outsourcing / Consulting agencies shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Outsourcing / Consulting agencies' Proposal and the Client proceeding to negotiate the Contract with the next-ranked Outsourcing / Consulting agencies.</p> <p>28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Outsourcing / Consulting agencies, including but not limited to death or medical incapacity or the expert leaving the organization, or subsequently withdrawing concurrence given. In such case, the Outsourcing / Consulting agencies shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

<p>c. Financial negotiations</p>	<p>28.6 The negotiations include the clarification of the Outsourcing / Consulting agencies' tax liability in the Client's country and how it should be reflected in the Contract.</p> <p>28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract may be negotiated.</p> <p>28.8 In the case of a Time-Based contract, unit rates negotiations may take place. The Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation.</p>
<p>29. Conclusion of Negotiations</p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Outsourcing / Consulting agencies' authorized representative.</p> <p>29.2 If the negotiations fail, the Client shall inform the Outsourcing / Consulting agencies in writing of all pending issues and disagreements and provide a final opportunity to the Outsourcing / Consulting agencies to respond. If disagreement persists, the Client shall terminate the negotiations informing the Outsourcing / Consulting agencies of the reasons for doing so. The Client will invite the next-ranked Outsourcing / Consulting agencies to negotiate a Contract. Once the Client commences negotiations with the next-ranked Outsourcing / Consulting agencies, the Client shall not reopen the earlier negotiations.</p>
<p>30. Award of Contract</p>	<p>30.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other Outsourcing / Consulting agencies through the website or standard electronic or written means.</p> <p>30.2 The Outsourcing / Consulting agencies is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

Instructions to Outsourcing / Consulting agencies

E. Data Sheet

A. General	
ITC Clause Reference	
1	<i>Name of the state: Tamil Nadu, India</i>
2.1	Name of the Client: The Mission Director(SBM – TN) and The Directorate of Municipal Administration Method of selection: Quality and Cost Based Selection
2.2	Financial Proposal to be submitted together with Technical Proposal for each package separately: Yes The name of the assignment is: Selection of Outsourcing / Consulting agencies to engage Project Management Unit ,Project Implementation Units under Swachh Bharat Mission in Tamil Nadu for 9 PIU and 1 PMU (10 Packages) Package – 1 –Project Management Unit @ office of the Directorate of Municipal Administration, Chennai Package – 2 – Project Implementation Units@ office of the Corporation of Chennai, Chennai Package – 3 - Project Implementation Units @ office of the Directorate of Town Panchayat, Chennai Package – 4 - Project Implementation Units@ office of the Regional Directorate of Municipal Administration, Chengalpattu Region. (Tambaram) Package – 5 - Project Implementation Units @ office of the Regional Directorate of Municipal Administration, Vellore Region, Vellore. Package-6 –Project Implementation Units @ office of the Regional Directorate of Municipal Administration, Thanjavur Region, Thanjavur, Package – 7 - Project Implementation Units @ office of the Regional Directorate of Municipal Administration, Madurai Region, Madurai Package –8- Project Implementation Units @ office of the Regional Directorate of Municipal Administration, Tirunelveli Region, Tirunelveli Package –9- Project Implementation Units @ office of the Regional Directorate of Municipal Administration, Tiruppur Region, Tiruppur Package –10- Project Implementation Units @ office of the Regional Directorate of Municipal Administration, Salem Region, Salem
2.3	A pre-proposal conference will be held: No
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:

B. Preparation of Proposals	
2.5	This RFP has been issued in the English language. Proposals shall be submitted in English language All correspondence exchange shall be in English language.
2.6	<p>The Proposal shall comprise the following for each packages:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ul style="list-style-type: none"> (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH – 2 (4) TECH -2A (5) TECH – 2B (6) TECH – 3 (7) TECH – 3A (8) TECH -3B (9) TECH – 4 (10) TECH – 5 (11) TECH – 6 (12) ANNEXURE (13) Meeting with all the conditions of the Pre-Qualification requirements. <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <ul style="list-style-type: none"> (1) FIN- 1 (2) FIN- 2 (3) FIN – 3
2.7	Separate technical and Financial proposal has to be submitted for each package. Outsourcing with different team compositions experts. Only one proposal should submitted for one package, if more than one proposal submitted for one package then proposals of concerned agency for concerned package will be rejected and will not be considered for technical evaluation.
2.7(a)	Statement of Undertaking is required
2.8	Participation of Sub-Outsourcing / Consulting agencies, Key Experts and Non-Key Experts in more than one Proposal is not permissible
2.9	Proposals must remain valid for 15 days calendar days after the proposal submission deadline.
2.10	<p>Clarifications may be requested no later than 2 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: As above</p>
2.11	Outsourcing / Consulting agencies may associate with other Outsourcing / Consulting agencies

2.12	<ol style="list-style-type: none"> 1. EMD :A cheque or demand draft an amount of Rs.12,240 for Package - 10 payable in the favour of Director of Municipal Administration ,Chennai 2. Non refundable Processing Fee: A cheque or demand draft an amount of Rs Rs.5,000 for Package - 10 (for each package) payable in the favour of Director of Municipal Administration, Chennai The Proposal received without Earnest Money Deposit (EMD) ,Processing fee will not considered for evaluation and will be summarily rejected before scrutiny stage. The Cheque/ Demand Draft for EMD and processing fee should be kept inside the technical proposal cover
2.13 for time-based contracts only	<p>The Outsourcing / Consulting agencies Proposal must include Experts and persons as equals, as mentioned in the Government order vide G.O. (Ms.) No.12, MA&WS (MA2) Dept ., dated : 27.01.16</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Outsourcing / Consulting agencies' Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
2.14	<p>MINIMUM ELIGIBILITY / QUALIFYING CRITERIA FOR THE SUBMISSION OF RFP BY THE AGENCIES</p> <ol style="list-style-type: none"> The eligible bidder is an institute of repute/centre of excellence / consultancy Service Provider Should have experience in rendering services for Urban Development Departments / Commission rates / Local Bodies at State of Tamilnadu in the field of Unban Sanitation inclusive of sewage Management and solid waste Management and in environmental monitoring and legislation. The bidder should have at least 5 years of experience of providing advisory / consultancy services with Central / State Govt. Department(s) / ULBs / related Govt. Undertaking / other reputed Industries especially in the Sanitation Development in urban sector. Annual consultancy turnover of the bidder during last three years should be more than 50 lakhs for the Project Management Unit and the annual consultancy turnover of the bidder during last two years should be more than 30 lakhs for the Project Implementation Unit. The agency should not have been black listed by any State Government, Central Government or any other public sector undertaking or a corporation as on the date of RFP. An undertaking to this effect should be submitted.

	5. The Bidder should have worked in Tamilnadu and have good communication skill in the language of Tamil and English.
2.14(a)	FTP format of the Technical Proposal is to be submitted
2.15	No price adjustment provision applies to remuneration rates
2.16	“Information on the Outsourcing / Consulting agencies’ tax obligations can be found with Government of India.
2.17	The Financial Proposal shall be stated in the Indian Rupees.
C. Submission, Opening and Evaluation	
2.18	The Outsourcing / Consulting agencies shall have the option of submitting their Proposals electronically.
2.19	The Outsourcing / Consulting agencies must submit for each package: (a) Technical Proposal: one (1) original and 1 copy; + Electronic Copy in a CD / DVD / Pen Drive. (b) Financial Proposal: one (1) original.
2.20	The Proposals must be submitted no later than: Date: 30.07.2021. Time: 15:30 Hrs.
2.21	The Proposal submission address is: The Mission Director(SBM –TN) Directorate of Municipal Administration 11th Floor, Urban Administrative Building, Santhome High Road, MRC Nagar, RA Puram ,Chennai – 600 028
2.22	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: Same as the Proposal submission address” <i>as indicated in 2.21</i> Date: 30.07.21 Time: 16.00 Hrs.
2.23	In addition, the following information will be read aloud at the opening of the Technical Proposals N/A
2.24 (for FTP)	EVALUATION OF TECHNICAL PROPOSALS Technical proposal of all the Applicants will be evaluated based on the appropriate marking system. The categories for marking and their respective weightage are as under:

	Sl. No.	Criteria	Weightage (marks)	Evaluation Criteria
	1	Specific experience of the Consultant relevant to the Assignment	20	PMU 2 to 3 years and above -15 Marks 3 to 5 years and above -20 Marks PIU Up to 2 Years - 15 Marks 2 to 3 years and above -20 Marks
	2	Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs):	25	a) Proposed Methodology – 15 b) Work Plan - 10
	3	Key Experts' qualifications and competence for the Assignment:	30	Experience – 20 Qualification - 10
	4	Experience in Solid Waste Management/Liquid Waste Management Sector	15	No of preparation of DPR for similar projects: 5-10 – 5 Marks 6- 10 – 10 Marks 11 – 15 - 15 Marks
	5	Work experience in Tamilnadu	10	
	The minimum technical score (St) required to pass is: 70% for each package			
2.25	No online option of the opening of the Financial Proposals is offered			
2.26	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Outsourcing / Consulting agencies and which taxes are withheld and paid by the Client on behalf of the Outsourcing / Consulting agencies.			
2.27	The single currency for the conversion of all prices expressed in various currencies into a single one is: Indian Rupees The official source of the selling (exchange) rate is: State Bank of India Selling Exchange Rate on the Closing Date and Time of Submission of Bid.			

2.28 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80 and P = 20 Proposals are ranked according to their combined technical (St) 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 following: S = St x T% + Sf x P%.</p>
	D. Negotiations and Award
2.29	<p>Expected date and address for contract negotiations: Date: intimated later Address: As above.</p>
2.30	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: DMAs website.</p>
2.31	<p>2.31.1 Expected date for the commencement of the Services & period of service: Date: 04th Aug 2021 at the headquarters indicated for each package as in 2.2 of this data sheet</p> <p>2.31.2 Period of service: 6 months from the date of commencement</p> <p>2.31.3 If the service of the outsourcing agency is not found satisfied, then the contract will be terminated at any time of contract period (6 months)</p> <p>2.31.4 The successful outsourcing agency should execute an agreement with the employer within a period of 15 days.</p> <p>2.31.5 Out of Nine PIU unit if any one unit is found not satisfied and terminated then task of the particular PIU shall be awarded to any of the other successful outsourcing agency who is discharging better performance to the satisfaction of Mission Director, Tamil Nadu</p>
2.32	<p>The details of the team composition for Project Management Unit and Project Implementation Unit and the qualifications, experiences required for each expert are mentioned below.</p>

2.32(A). Team Composition of Project Management Unit

S.No	Position	Requirement in Nos.	Qualifications	Total Man months	Max Remuneration per month (Rs.)
1	PPP Procurement	1	Engineering degree with 5 years' experience in procurement and project preparation and management	6	60,000
2	Sanitation Expert	1	B.Tech/M.Tech in Civil Engineering / PublicHealth Engineering / Environmental Engineering/ Environmental sciences with minimum 5 years of experience in	6	60,000
3	Expert for Monitoring and Evaluation	1	Master degree in Environmental/Social science, with min5 years' experience of working in the development areas, preferably in urban development	6	50,000
4	Office Assistant	1	-	6	9,000
			Tot		1,79,000

2.32(B).Team Composition of Project Implementation Units

S.No	Position	Requirement in Nos.	Qualifications	Total Man months	Max Remuneration per month (Rs)
1	Team Leader (Solid Waste Management Expert)	1	A Civil Engineer with Post Graduation in Public Health Engineering / Environmental Engineering/ Environmental Sciences with minimum 10 years of post- qualification experience in similar assignments	6	75,000
2	IEC Expert	1	Degree in Mass communication/Master of Social work/ Sociology/ Environmental science with min5 years' experience in conducting IEC activities	6	50,000
3	Monitoring and Evaluation	1	Master degree in Environmental sciences/Social science, with min5 years' experience of working in the development areas, preferably in urban development	6	50,000
4	Data processing officers	1	B.Sc/Diploma in CS with professional certifications and two years of relevant IT work experience	6	20,000
5	Office Assistant	1	-	6	9,000
			Tota		2,04,000

Section 3. Technical Proposal – Standard Forms

Note to Bidders

The Bidders may note the following for preparation of the Proposal Documents

1. Standard A4 size paper should be used for printing and all pages must be serially numbered.
2. Font size should be at least 11 for any popular font. Please use paper judiciously and print on both sides.
3. As part of technical proposal, please ensure adherence of the page limit. The client will not read any additional pages of information submitted. Please attach any additional information as a separate documents / annexure.

Checklist of Required Forms

FORM	DESCRIPTION	Page Limit
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
TECH-2	Outsourcing / Consulting agencies' Organization and Experience.	
TECH-2A	A. Outsourcing / Consulting agencies' Organization	10 Pages
TECH-2B	B. Outsourcing / Consulting agencies' Experience	20 Pages
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	3 Pages
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	25 Pages
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	5 Pages Per CV
Annexure		
PQ Proposal	Pre-Qualification Proposal should be submitted as a part of the Technical Proposal covering the PQ requirements as specified in this RFP.	

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Establishment of Project Management Unit & Project Implementation Units under Swachh Bharat Mission (SBM) in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Outsourcing / Consulting agencies is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Outsourcing / Consulting agencies' Proposal includes Sub-Outsourcing / Consulting agencies, insert the following: We are submitting our Proposal with the following firms as Sub-Outsourcing / Consulting agencies: {Insert a list with full name and address of each Sub-Outsourcing / Consulting agencies.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (e) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Outsourcing / Consulting agencies (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Form TECH-2

OUTSOURCING / CONSULTING AGENCIES' ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Outsourcing / Consulting agencies' organization and an outline of the recent experience of the Outsourcing / Consulting agencies that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Outsourcing / Consulting agencies' Key Experts and Sub-Outsourcing / Consulting agencies who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Outsourcing / Consulting agencies), and the Outsourcing / Consulting agencies' role/involvement.

A - Outsourcing / Consulting agencies' Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Outsourcing / Consulting agencies' Experience

1. List only previous similar assignments successfully completed or awarded in the last 3 years.
2. Please list a maximum of 4 such assignments.
3. List only those assignments for which the Outsourcing / Consulting agencies were legally contracted by the Client as a company or were one of the joint venture partners. Assignments completed by the Outsourcing / Consulting agencies' individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Outsourcing / Consulting agencies, or that of the Outsourcing / Consulting agencies' partners or sub-Outsourcing / Consulting agencies, but can be claimed by the Experts themselves in their CVs. The Outsourcing / Consulting agencies should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Details of Contracts of Similar Nature and Complexity

Use a separate sheet for each contract.

Name of Bidder / JV partner:		
Project Citation #:		
1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Purchaser	
3.	Purchaser address	
4.	Nature of Assignment and special features relevant to the contract for which the Bidding Documents are issued	
5.	Contract role (check one) <input type="checkbox"/> Prime Supplier <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a Joint Venture	
6.	Amount of the total contract/subcontract/partner share (in specified currencies at completion, or at date of award for current contracts) Currency Currency Currency	
7.	Equivalent amount INR Total contract: INR_____; Subcontract: INR_____; Partner share: INR_____;	
8.	Date of award/completion	
9.	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed US\$ _____ equivalent under/over original contract amount (if over, provide explanation).	
11.	Special contractual/technical requirements.	
12.	Indicate the approximate per cent of total contract value (and US\$ amount).	

Form TECH-3 (FOR FULL TECHNICAL PROPOSAL)

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO
BE PROVIDED BY THE CLIENT**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

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

- a) **Technical Approach and Methodology.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

No	Deliverables (D-..)	Months											
		1	2	3	4	5	6	7	8	9		TOTAL

- Will be instructed by Departmental officers during the course of time.

Form TECH-6



TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home] [Field]	[2 month] [0.5 m]		[1.0] [2.5]		[1.0] [0]							
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home] [Field]												
N-2															

n

Subtotal

Total

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.
 Full time input 
 Part time input 

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/Outsourcing / Consulting agencies to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Outsourcing / Consulting agencies' Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Client.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

Representative of the Outsourcing / Consulting agencies
(The same who signs the Proposal)

Section 4. Financial Proposal - Standard Forms

{Notes to Outsourcing / Consulting agencies own in brackets { } provide guidance to the Outsourcing / Consulting agencies to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM (PACKAGE)

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment and package No] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/Outsourcing / Consulting agencies, in which case the power of attorney to sign on behalf of all members shall be attached}

SCHEDULE – A

Financial Proposal for PMU / PIU Units

Name of the work	Package – 10 Selection of Consulting agencies for Engaging Project Management Unit & PIU under Swachh Bharat Mission Tamil Nadu
Estimated cost	Rs. 12.24 Lakhs

S.no	Description of works	Quantity	unit	Basic Rate in Figures in Rupees	Total Amount without GST	Total Amount without GST in words
1	Package - 10 Providing PIU unit to the office of Salem RDMA comprising 1no of Team leader, 1 no of IEC expert, 1no of Monitoring and evaluation expert and 1 no of Data processing officers and 1 no of officer assistant as per specification and information furnished in data sheet	6	month			
2	Service charge for the outsourcing agency/consultant for applied packages	6	month			
Total						

Section 5. Policy – Corrupt and Fraudulent Practices

“Fraud and Corruption

It is a requirement that Outsourcing / Consulting agencies, and their agents (whether declared or not), sub-contractors, sub-Outsourcing / Consulting agencies, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of contracts. In pursuance of this policy, the Client:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the Outsourcing / Consulting agencies recommended for award or any of its personnel, or its agents, or its sub-Outsourcing / Consulting agencies, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a contract, and (ii) to be a nominated sub-Outsourcing / Consulting agencies, supplier, or service provider of an otherwise eligible firm being awarded a contract.

¹For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

Section 6.

Terms of Reference

6.1 Background

According to Census 2011, India's urban population is 377 million or 31% of the total population. These numbers are expected to increase to 600 million by 2031. The Census 2011 also showed that in 4,041 statutory towns, close to eight million households do not have access to toilets and defecate in the open (7.90 million). Weak sanitation has significant health costs and untreated sewage from cities is the single biggest source of water resource pollution in India. This indicates both the scale of the challenge ahead of the Indian cities and the huge costs incurred from not addressing them.

The Swachh Bharat Mission (SBM) emanates from the vision of the Government articulated in the address of The President of India in his address to the Joint Session of Parliament on 9th June 2014:

"We must not tolerate the indignity of homes without toilets and public spaces littered with garbage. For ensuring hygiene, waste management and sanitation across the nation, a Swachh Bharat Mission will be launched. This will be our tribute to Mahatma Gandhi on his 150th birth anniversary to be celebrated in the year 2019."

SBM is being implemented by the Ministry of Urban Development (MOUD), Govt. of India at the centre and by the Directorate of Municipal Administration in Tamilnadu.

6.2 Swachh Bharat Mission (SBM) Overview

a. Mission Objectives

- Elimination of open defecation
- Eradication of Manual Scavenging
- Modern and Scientific Municipal Solid Waste Management
- To effect behavioral change regarding healthy sanitation practices
- Generate awareness about sanitation and its linkage with public health
- Capacity Augmentation for ULB's
- To create an enabling environment for private sector participation in Capex (capital expenditure) and O& M (operation and maintenance)

b. Duration of the mission

The Mission will be in force till 2nd October 2019

c. Mission components

The Mission has the following components:

- Household toilets, including conversion of insanitary latrines into pour-flush latrines;
- Community toilets
- Public toilets
- Solid Waste Management
- IEC & Public Awareness
- Capacity building and Administrative & Office Expenses (A&OE)

d. Mission Coverage: Cities and target population

In the State, all ULBs shall be covered under the Mission.

e. Mission Strategy

Comprehensive Sanitation Planning, which includes

(a) City Level Sanitation Plans

(b) State Sanitation Concept

(c) State Sanitation Strategy

Behavioral Change Strategy and IEC

Enabling Environment for Private sector participation

Capacity Building

f. Special focus groups: The State Government shall pursue the following:

All manual scavengers in urban areas are identified, insanitary toilets linked to their employment are upgraded to sanitary toilets, and that the manual scavengers are adequately rehabilitated.

In their efforts to streamline and formalize SWM systems it shall be the endeavour of ULBs that the informal sector workers in waste management (rag pickers) are given priority to upgrade their work conditions and are enumerated and integrated into the formal system of SWM in cities.

All temporary accommodation for migrants and the homeless in urban areas have adequate provision for toilets either on the premises or linked to a public / community toilet.

Mandating that construction labour in urban areas have access to temporary toilets at all sites in urban areas, buildings, parks and roads where construction / maintenance work is taking place or where construction labour is temporarily housed.

Priority shall be accorded pro-actively to cover households with vulnerable sections such as pensioners, girl children, pregnant and lactating mothers.

g. Mission Outlay

The estimated cost of implementation of SBM (Urban) in the country based on unit and per capita costs for its various components is Rs. 62,009 Crore. The Government of India share as per approved funding pattern amounts to Rs. 14,623 Crore. In addition, a minimum additional amount equivalent to 25% of GoI funding, amounting to Rs. 4,874 Crore shall be contributed by the States as State/ULB share. The balance fund is proposed to be generated through various other sources of fund which are, but not limited to:

Private Sector Participation

Additional Resources from State Government/ULB

Beneficiary Share

User Charges

Land Leveraging

Innovative revenue streams

Swachh Bharat Kosh

Corporate Social Responsibility

Market Borrowing

External Assistance

The detailed guidelines can be referred in GOI SBM website

SBM (Urban) Component -I: Household toilets

SBM (Urban) aims to ensure that

- a. No households engage in the practice of open defecation,
- b. No new insanitary toilets are constructed during the mission period and

-
- c. Pit latrines are converted to sanitary latrines.

SBM (Urban) Component II: Community toilets

Under SBM (Urban), it is estimated that about 20% of the urban households in cities, who are currently practicing open defecation are likely to use community toilets as a solution due to land and space constraints in constructing individual household latrine.

SBM (Urban) Component -III: Public Toilets

Under SBM (Urban), States and ULBs will ensure that a sufficient number of public toilets are constructed in each city. All prominent places within the city attracting floating population should be covered.

SBM (Urban) Component IV: Solid Waste Management

Municipal Solid Waste Management (MSWM) refers to a systematic process that comprises of waste segregation and storage at source, primary collection, secondary storage, transportation, secondary segregation, resource recovery, processing, treatment, and final disposal of solid waste. The Manual on Municipal Solid Waste Management, 2000 published by Ministry of UD and revised from time-to-time, may be referenced for DPR formulation and implementation.

ULBs are to prepare DPR for Solid waste management of their city in consultation with State Governments. Smaller cities can form clusters to become viable entities to attract private investment. 100% Cost reimbursement for preparing the DPR shall be done by GoI as per unit cost and norms set up by NARC.

State Governments may handhold ULB's in quickly preparing DPR for SWM by Empanelling /short listing /identifying private or government agencies for the same.

The DPRs should be bankable, having a viable financial model. These will be prepared emanating from the needs identified in the City Sanitation Plan. DPRs should be aligned with Govt. of India's goals outlined in the NUSP 2008, SWM rules, advisories, CPHEEO manuals (including cost-recovery mechanisms), O&M practices and Service- Level Benchmark advisories released by Ministry of UD from time to time. Street Sweeping and litter control interventions will be part of DPR which is essential for a clean city.

In order to promote projects of waste to energy, it is clarified that the central Government Grant / VGF may also be used for such projects, either upfront or as generation-based incentive for power generated for a given period of time.

The State High Powered Committee (HPC) will authorize institutes of national repute for appraisal of DPRs for the technical and economic appraisal of DPRs for projects recommended by ULBs. No appraisal will be done by MoUD. The cost of DPR appraisal by these institutes shall be an admissible component under administrative costs, subject to norms as approved by MoUD.

The performance and quality of appraisal by these identified and authorized institutes will be evaluated and monitored by HPC as well as NARC and corrective actions taken wherever necessary.

The State Level High Power Committee will approve the DPR as well as the financial model of solid waste management.

The implementation of SWM projects will be as per directions of State Level High Power Committee. Central government incentive for the SWM projects will be in the form of a maximum of 20% Grant / VGF for each project. The remaining funds have to be generated as indicated above. States will contribute a minimum of 25% funds for SWM projects to match 75% Central Share (10% in the case of North East States and special category states).

SBM (Urban) Component -V: IEC & Public Awareness

A key strategy under SBM (Urban) is behaviour change communication to ensure that sanitation as an issue is mainstreamed with the general public at large and should cover issues of open defecation, prevention of manual scavenging, hygiene practices, proper use and maintenance of toilet facilities (household, community or otherwise), etc., and its related health and environmental consequences. Communication material for behaviour change shall be designed in consultation with the Ministry of Information and Broadcasting, Ministry of Health & Family Welfare, and should be in sync with the material being used under SBM (Rural).

SBM (Urban) Component VI: Capacity Building and Administrative & Office Expenses (A&OE) 3% of the total Central Government allocation under the mission will be earmarked for capacity building, administrative and office expenses of States and ULBs. 2% of the total Central Government allocation under the mission will be utilized at MoUD level for capacity building, convening national and regional workshops, various awards and best practice recognition, programme research, studies, international cooperation for capacity building and technology development, A&OE and various eligible purposes in consultation with the Integrated Finance Division (IFD) of the MoUD.

States shall propose extensive capacity building activities to be implemented in a mission-mode manner, which will enable the progressive achievement of objectives of SBM (Urban) in a time-bound manner. These will be specified in the comprehensive annual action plan prepared by each state. This will be approved by State Level High Power Committee after sharing and considering suggestions from MoUD. At least 50% of this fund, in each annual plan, as approved by State HPC, must go to the ULBs for activities at the ULB level.

HPC at State level shall be the competent authority to authorize and delegate administrative powers for use of these funds. ULBs shall be competent to use the minimum 50% fund, as per approved plan, passed on to them.

States will be encouraged to use other available capacity building funds to dovetail or integrate capacity building activities of ULBs.

States and ULBs should identify relevant officials (both senior level officials and field-level functionaries) for training and draw up a calendar of training for them. It will be the responsibility of the State Mission Director to ensure that identified officials undergo adequate capacity building / training to ensure the success of SBM (Urban) in the state. Additionally, states should also identify relevant officials / persons capable of spreading the training on sanitation under SBM (Urban) as master

trainer who can attend central government training on SBM (Urban) and then organize subsequent training to diffuse the message of SBM (Urban) in the states.

All support structures for implementing the mission at the state and ULB levels defined in the Mission Management Structure [(section 11 of the SBM (Urban)] guidelines), i.e., the Programme Management Units (PMUs) at the State level, the Programme Implementation Units (PIUs) at the city level, and Independent Project Review & Monitoring Agencies (IPRMA) etc., engaged on an outsourced basis, shall be funded under this head.

Under no circumstance shall this fund be utilized for purchase of vehicles, construction and maintenance of buildings, creation of posts and payment of salary, and purchase of furniture and fixtures.

States will contribute a minimum of 25% funds towards Capacity Building and Administrative & Office Expenses (A&OE) to match 75% Central Share.(10% in the case of North East States and special category states) in each annual plan.

For all the above mentioned components such as IHHL, Community Toilet, Public Toilet, SWM activities, IEC, Administrative and Office Expenses the SBM Guidelines by GOI will facilitate for further details.

3. Scope of Services

- This section specified broadly the scope of Services. For all the tasks and deliverables mentioned, the Outsourcing / Consulting agencies is expected to supplement and complement the efforts of the SBM with additional specialist manpower to complete the task required at hand. The Technical Proposals of the Outsourcing / Consulting agencies may mention the same
- The outsourcing /consulting agency should provide a Project Management Unit to work at Office of the Mission Director, Directorate of Municipal Administration , Chennai and to discharge their duties and monitor the activities of Project implementation unit with the coordination of CoC, DTP, and RDMA's concerned with respect to implement and achieve the goal of Swachh Bharat Mission before the year 2019 as targeted by GOI , by providing IEC to the end beneficiaries and by providing training and capacity buildings to the officers concerned .
- The outsourcing /consulting agency should provide nine Project Implementation Unit to work at the office of Corporation of Chennai, Commissionerate of Town Panchayat and for the office of Regional Director of Municipal Administration situated at Tambaram(Chennai),Vellore, Thanjavur, Salem, Tiruppur, Madurai and Tirunelveli, The project implementation unit should stay at the regional headquarters and work from there in due consultation with concerned Corporation Commissioners, Commissioner of Town Panchayat, and the concerned Regional Director of Municipal Administration and their representatives..

- Advance tour programme should be drawn to cover all the local bodies twice in a month and to provide all assistance required components of target under SBM
- The key experts , non-key experts of PMU and PIU specified , shall carry out works pertaining to SBM and relevant work as per the responsibility defined below to discharge their duties to achieve the goal of SBM before the designated time limit. If the any of the key experts and non-key experts are not working to towards the destination or to the satisfaction of the departmental officers then the matter will be taken to the knowledge of Outsourcing /consulting agency through the Mission Director and the key experts should be replaced and substituted by an equivalent and efficient by the outsourcing /consulting agency.

3.1 Duties and responsibilities deliverable by the Professionals to be engaged in the Programme Management Unit

I. PUBLIC PRIVATE PARTNERSHIP PROCUREMENT SPECIALIST

1. Scope of Work:

The role of the PPP specialist is to provide technical support and expertise to influence and facilitate State Govt' s Policy, Planning, Implementation, Monitoring and Evaluation of various components under the SBM. The PPP expert is responsible for the organization and technical overview of all projects and activities under SBM and to ensure that they are relevant, successfully implemented and sustainable. The incumbent will have a broad based role in improving quality of project design, implementation and reporting by providing intellectual leadership and inputs on the social needs of the project.

2. Deliverables and Reporting:

The professional will report to the Mission Director/ Nodal officer / DMA.

The deliverables are not limited to the services indicated below. However, the incumbent shall incorporate more activities in the related field that are relevant to the job as required from time to time by the State Mission Directorate.

The following are some of the expected deliverables of the Professional:

- Appraise and structure the project activities for carrying out of PPP Projects TM
- Review and analysis of projects received by State Mission Directorate TM
- Coordinate PPP Projects on implementation TM
- Assist in preparing the pre-feasibility reports with the formulation, appraisal, and approval procedures for PPP projects (including relevant concession agreements, due diligence processes, value for money audits, public sector comparator, etc.) TM
- Help in appointing / selecting Outsourcing / Consulting agencies to develop the projects TM
- Ensure transparent tendering processes, detailed legal and contractual agreements, risk management and contingent liability issues, and financial analysis of complex project proposals with respect to PPP project. TM
- Inspect, visit, review any PPP project under implementation TM
- Any other related activities as decided by the administrative head of the ULB.

3. Qualification and Experience:

Engineering degree with 5 years' experience in procurement and project preparation and management

II. SANITATION EXPERT

1. Scope of Work:

The role of the Sanitation Expert is to provide technical support and expertise to influence and facilitate State Govt' s Policy, Planning, Implementation, Monitoring and Evaluation of various components under the SBM. The Sanitation Expert is responsible for the organization and technical overview of all water and sanitation projects and activities under State Urban Sanitation Strategy and to ensure that they are relevant, successfully implemented and sustainable. The incumbent will have a broad based role in improving quality of project design, implementation and reporting by providing intellectual leadership and inputs on the social needs of the project.

2. Deliverables and Reporting:

The professional will report to the Mission Directorate/ Nodal officer / DMA.

The deliverables are not limited to the services indicated below. However, the incumbent shall incorporate more activities in the related field that are relevant to the job as required from time to time by the State Mission Directorate.

The following are some of the expected deliverables of the Professional:

- Provide technical support to State Mission Directorate in formulating the guidelines for ULBs to operationalize different components under the State Urban Sanitation Strategy, SBM and City Sanitation Plans.

- Help State Govt./ Mission Directorate in formulation of State Level Urban Sanitation Plan incorporating salient features of the CSPs; specifying time frame, required financial resources, operational components and guideline-sets for creating sanitation facilities to enable the state to earmark resources.

- Responsible for guiding the ULBs in implementing the City Sanitation Plans, channelling financial resources from Central, State and externally aided/ ODA resources and providing technical assistance required by ULBs.

- Help State Govt./ Mission Directorate in preparation of guidelines for ULBs in Sanitation Management covering various aspects such as Environmental, Public Health and Safety Standards for the workers involved in Sanitary Disposal Management.

- Collaborate with other line departments such as Pollution Control Board (PCB), Water & Sanitation, and Health & F.W. Department and develop outcome indicators for required data capture in sanitation sector.

- Facilitate to State Govt. / Mission Directorate to acquire the knowledge based technical expertise from other line departments such as SPCB, Water& Sanitation, PWD etc. for evolving, testing and evaluating technical options available for on-site and off-site sanitation.

- Supervise the implementation of water supply and sanitation infrastructure, rehabilitation projects and ensure that they are in line with the guideline and environmental standards.

- Provide technical overview and advice on program implementation as and when necessary.

- Any other assignment that may be entrusted by the Mission Directorate/ DMA for achievement of State Sanitation Strategy / Mission Objectives.

3. Qualifications and Experience:

- B.Tech / M.Tech in Civil Engineering /Public Health Engineering / Environmental Engineering / Environmental Sciences with minimum 5 years of experience in similar assignments

III. EXPERT FOR MONITORING AND EVALUATION

1. Scope of work

The role of the M&E Expert is to provide advisory support to State Govt. / Mission Directorate on matters relating to data base of project.

2. Deliverables and Reporting:

Identify physical, institutional, and financial data to be analysed to monitor sustainability and impact of project services, and achievement of program

Establish a Sanitation Program Performance Monitoring System/ performance indicators based on the State Sanitation Strategy

Prepare a framework for continuous monitoring and evaluation throughout including the self-monitoring

Assess the quality and completeness of data gathered and its use by communities and Program management; train program staff in data collection;

Undertake independent monitoring and evaluation of the program time to time

Based on the findings, provide an independent monitoring and feedback mechanism to ensure that the primary objectives of the Program are being met, and recommend ways to modify the Program design and implementation mechanisms to meet the primary objectives of the Program. TM

Development Award criteria for Sanitation ranking of ULBs in coordination with other sector experts

Mobilize local NGOs and community organizations in carrying out monitoring, quality control and reporting to bring transparency to the various construction TM

Organize studies, surveys etc. to document lessons and disseminate good practices across the state, through state initiatives and by participating actively TM

Any other relevant task assigned by the Mission Director of the PMU

3. Qualification and Experience:

Master degree in Environmental/Social science, with min5 years' experience of working in the development areas, preferably in urban development

IV. OFFICE ASSISTANT

1. Scope of work

The role of the Office Assistant is to provide appropriate support to the Team Leader in physical transfer of files, letters, typing, photocopying and all other works entrusted from time to time. S/he will report directly to the Team Leader of the PMU. The incumbent is expected to contribute to and participate in the PMU's efforts pertaining to the planning and implementation of the key objectives. His/her specific responsibilities will encompass, but not limited to, the following additional activities:

2. Deliverables and Reporting:

Monitor housekeeping functions.

Help in purchase of office stationeries and other items for PMU

Other support services/ duties/ responsibilities as and when assigned; as per the requirement.

3. Qualification and Experience:

Should have passed High School Examination.

Candidates with Higher Secondary/ Graduate certificate in any discipline or equivalent

qualification will be given preference.

3-5 years of prior experience of similar nature.

Must be able to operate EPABX system / FAX / XEROX Machine.

3.2 Duties and Responsibilities deliverable by the Professionals to be engaged in the Project Implementation Units

I. TEAM LEADER (Solid Waste Management Expert)

1. Scope of Work:

The role of the Team Leader is to provide technical support and expertise to influence and facilitate State Govt' s Policy, Planning, Implementation, Monitoring and Evaluation of various components under the SBM especially SWM projects. The Team Leader is responsible for the organization and technical overview of all projects and activities under SBM and to ensure that they are relevant, successfully implemented and sustainable. The incumbent will have a broad based role in improving quality of project design, implementation and reporting by providing intellectual leadership and inputs on the social needs of the project.

2. Deliverables and Reporting:

The professional will report to the Mission Director/ Nodal officer / DMA.

The deliverables are not limited to the services indicated below. However, the incumbent shall incorporate more activities in the related field that are relevant to the job as required from time to time by the State Mission Directorate.

The following are some of the expected deliverables of the Professional:

Provide technical support to State Mission Directorate in formulating the guidelines for ULBs to operationalize different components under the State Urban Sanitation Strategy, SBM and City Sanitation Plans.

Help State Govt./ Mission Directorate in formulation of State Level Urban Sanitation Plan incorporating salient features of the CSPs; specifying time frame, required financial resources, operational components and guideline-sets for creating sanitation facilities to enable the state to earmark resources.

Responsible for guiding the ULBs in implementing the City Sanitation Plans, channelling financial resources from Central, State and externally aided/ ODA resources and providing technical assistance required by ULBs.

Help State Govt./ Mission Directorate in preparation of guidelines for ULBs in Sanitation Management covering various aspects such as Environmental, Public Health and Safety Standards for the workers involved in Sanitary Disposal Management.

Collaborate with other line departments such as Pollution Control Board (PCB), Water & Sanitation, and Health & F.W. Department and develop outcome indicators for required data capture in sanitation sector.

Facilitate to State Govt. / Mission Directorate to acquire the knowledge based technical expertise from other line departments such as SPCB, Water& Sanitation, PWD etc. for evolving, testing and evaluating technical options available for on-site and off-site sanitation.

Assist in the implementation of SBM related infrastructure, rehabilitation projects and ensure that they are in line with the guideline and environmental standards.

Provide technical overview and advice on program implementation as and when necessary.

Any other assignment that may be entrusted by the Mission Directorate/ DMA for achievement of State Sanitation Strategy / Mission Objectives.

3. Qualifications and Experience:

A Civil Engineering with post-graduation in Public Health Engineering/ Environmental Engineering/ sciences with minimum 10 years of post-qualification experience in similar

assignments.

Familiarity with public administration systems that affects delivery of results to achieve the mission objective.

Expertise in working with multilateral agencies/ global organisations.

II. INFORMATION EDUCATION AND COMMUNICATION SPECIALIST

1. Scope of Work:

The role of the IEC Specialist is to provide advisory support to State Govt. / Mission Directorate on matters relates to development of IEC Action Plan for the Mission Period

2. Deliverables and Reporting:

The professional will report to the Mission Director/Nodal Officer/ DMA. The deliverables are not limited to the services indicated below. However, the incumbent shall incorporate more activities in the related field that are relevant to the job as required from time to time by the State Govt. / Mission Directorate.

The followings are the some of the expected deliverables of the Professional:

Development of a holistic understanding of sanitation amongst service providers and the service users (citizens) and focus on what constitutes good sanitation practices at the end-user level.

To provide awareness generation service to State Govt./ Mission Directorate on sanitation and behaviour change to facilitate adoption of healthy sanitation practices as a priority to push sanitation higher-up on the agenda of the state institutions and to build support for strategy such as city-wide approaches, mainstreaming the poor and local need-based technological options.

Provide clarity to the stakeholders (i.e. the service providers – ULBs, and end users i.e. the citizens) about their respective roles and responsibilities vis- à-vis sanitation.

Formulate plan of action on behalf of State Govt./ Mission Directorate for Involvement and engage opinion influencers (viz. political and religious leaders, academicians, media personalities, eminent civil society representatives and others) to promote sanitation consciousness among the end users.

Encourage continuous communication among front line sanitation service providers, city and state level officials from interlocking line departments as opposed to the use of communications in one-off or sporadic events.

Co-coordinating with leading local media for publication of one think-piece every fortnight written by eminent personalities on the subjects of water and sanitation and what could be done to improve water and sanitation conditions in urban TAMILNADU.

Augmenting the DMA website <http://cma.tn.gov.in> with a regularly updated special section on urban water and sanitation highlighting the State Government's plans, conservation and maintenance issues; user charges etc. And inviting responses /reactions / suggestions from the visitors.

Liaising with Station Heads of popular FM radio channels to promote good water and sanitation related behaviour through their programmes.

Co-ordinating with producers of popular Marathi television programmes and exploring opportunities to weave in messages related to hygienic water and sanitation practices in their programmes and disseminating good water and sanitation behaviour messages [through bulk SMSs (Short Messaging Services)] supported by various mobile phone service providers

Producing and showcasing good practices through short documentary films on water and sanitation and facilitating formal press conferences and will need to develop rapport with senior members of the press to ensure that the media becomes an active partner in the whole effort of making cities and towns of TAMILNADU clean, sanitized and open-defecation free.

Any other related tasks that may be entrusted upon by the Mission Directorate/DMA

3. **Qualifications and Experience:**

Degree in Mass communication/Master of Social work/ sociology / Environmental science with min5 years' experience in conducting IEC activities
Experience of working in co-ordination with State Government, Local Bodies, Resource Centers, NGOs, Training Institutions and Mass Medias.
Prior experience of working with urban communities in the field of Water and Sanitation will be added advantage.
Proven decision making, communication skills and fluency in local language.
Knowledge of computer management and applications,
Ability to work in a multicultural environment, and establish harmonious and effective working relationships, both within and outside the organization

III. EXPERT FOR MONITORING AND EVALUATION

1. Scope of work

The role of the M&E expert is to provide advisory support to State Govt. / Mission Directorate on matters relates to data base of project.

2. Deliverables and Reporting:

Identify physical, institutional, and financial data to be analysed to monitor sustainability and impact of project services, and achievement of program
Establish a Sanitation Program Performance Monitoring System/ performance indicators based on the Sate Sanitation Strategy
Prepare a framework for continuous monitoring and evaluation throughout including the self-monitoring
Assess the quality and completeness of data gathered and its use by communities and Program management; train program staff in data collection;
Undertake independent monitoring and evaluation of the program time to time
Based on the findings, provide an independent monitoring and feedback mechanism to ensure that the primary objectives of the Program are being met, and recommend ways to modify the Program design and implementation mechanisms to meet the primary objectives of the Program. TM
Development Award criteria for Sanitation ranking of ULBs in coordination with other sector experts
Mobilize local NGOs and community organizations in carrying out monitoring, quality control and reporting to bring transparency to the various construction TM
Organize studies, surveys etc. to document lessons and disseminate good practices across the state, through state initiatives and by participating actively TM
Any other relevant task assigned by the Mission Director of the PMU

3. Qualification and Experience:

Master degree in Environmental/Social sciences, with min5 years' experience of working in the development areas, preferably in urban development

IV. DATA ENTRY PROCESSING OFFICER

1. Scope of work

The role of the Data Processing Officer is to provide appropriate support to the Team Leader and if required, to other experts and specialists in file maintenance, records management, typing and initiating correspondence and all other works entrusted by the Team Leader from time to time. S/he shall provide the requisite administrative support to the PMU to ensure its smooth functioning. S/he

will report directly to the Team Leader of the PMU. The incumbent is expected to contribute to and participate in the PMU's efforts pertaining to the planning and implementation of the key objectives. His/her specific responsibilities will encompass, but not limited to, the following activities:

2. Deliverables and Reporting:

Attend telephone calls and transfer those to the appropriate PMU member.

Handle all official communications, including despatch and receipt of letters and movement of files

Photocopying, faxing, mailing and filing

File movements related to PMU functions

Documentation and record keeping (soft and hard); maintenance of all related registers

Payment of telephone, fax, internet bills

Develop and maintain office inventory, stock register

Prepare and maintain telephone numbers, mail IDs and contact lists

Purchase office stationeries and other items for PMU

Other duties/ responsibilities as and when assigned; as per the requirement.

Helps in maintaining of stocks and inventory management

Facilitate in meetings and workshops organized by the DMA.

Assisting project officials for secretarial works

Collection and maintaining of records in MIS System

Any other work to be assigned from time to time

3. Qualification and Experience:

B.Sc/Diploma in CS with professional certifications and two years of relevant IT work experience

V. OFFICE ASSISTANT

1. Scope of work

The role of the Office Assistant is to provide appropriate support to the Team Leader in physical transfer of files, letters, typing, photocopying and all other works entrusted from time to time. S/he will report directly to the Team Leader of the PMU. The incumbent is expected to contribute to and participate in the PMU's efforts pertaining to the planning and implementation of the key objectives. His/her specific responsibilities will encompass, but not limited to, the following additional activities:

2. Deliverables and Reporting:

Monitor housekeeping functions.

Help in purchase of office stationeries and other items for PMU

Other support services/ duties/ responsibilities as and when assigned; as per the requirement.

3. Qualification and Experience:

Should have passed High School Examination.

Candidates with Higher Secondary/ Graduate certificate in any discipline or equivalent qualification will be given preference.

3-5 years of prior experience of similar nature.

Must be able to operate EPABX system / FAX / XEROX Machine.

3.3 Commencement of the Services, Period of service ,Termination of service & Right of reservation of the employers:

The service may be commenced from 4th Aug 2021 at the headquarters indicated for each package as in 2.2 of this data sheet

Period of service: The successful outsourcing agency should execute an agreement with the employer for a period of 6 months.

Termination of service & Right of reservation of the employer

The Mission Director/Director of Municipal Administration reserves the right to terminate the outsourcing agency at any time of contract period (6 months), if the service is not found satisfactory.

The Mission Directorate/ Director of Municipal Administration reserves the right to award the additional PIU units for the prevailing successful performing outsourcing agency ,if any one unit happened to be terminated (within the agreement period) for unsatisfied performance.

3.4 Mode of Payment :

Payment to the key experts and the non key experts shall be given by the Outsourcing agencies/ Consulting agencies without exceeding the amount stated in the Data sheet in clause 2.32 A and 2.32 B.

Payment to the out sourcing agencies / Consulting agencies shall be released by the Mission Director(SBM – TN) by getting the Attendance certificate and work satisfaction certificate from the concerned officers of CoC, CTP and RDMA's

Payment claim shall be submitted by the agency to the Mission Director on 20th of every month for a period of 6 months from the date of agreement. And same shall be processed and dispersed before 30th of every month.

Payment shall be made as per the instruction stated in the General Condition in this bid document.

S T A N D A R D F O R M O F C O N T R A C T

Outsourcing / Consulting agencies' Services
Time-Based

**CONTRACT FOR OUTSOURCING / CONSULTING AGENCIES' SERVICES
Time-Based**

**Project Name: Package - 10 Establishment of Project Management Unit and Project
Implementation Unit under Swachh Bharat Mission (SBM)**

Contract No. _____

between

Directorate of Municipal Administration,
11th Floor, Urban Administrative Building, Santhome
High Road, MRC Nagar RA Puram ,Chennai – 600 028
Tamil Nadu, India

and

[Name of the Outsourcing / Consulting agencies]

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, *Directorate of Municipal Administration, Tamil Nadu* (hereinafter called the "Client") and, on the other hand, *[name of Outsourcing / Consulting agencies]* (hereinafter called the "Outsourcing / Consulting agencies").

[If the Outsourcing / Consulting agencies consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Outsourcing / Consulting agencies' obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Outsourcing / Consulting agencies").]

WHEREAS

- (a) the Client has requested the Outsourcing / Consulting agencies to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Outsourcing / Consulting agencies, 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;
- (c) the Client has applied for a grant from the Government of India under Swachh Bharat Mission towards establishment of PMU and PIU for Tamil Nadu toward the cost of the Services and intends to apply a portion of the proceeds of this to eligible payments under 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 Estimates
 - Appendix E: Form of Advance Payments Guarantee

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; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. 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 Outsourcing / Consulting agencies shall be as set forth in the Contract, in particular:
 - (a) the Outsourcing / Consulting agencies shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Outsourcing / Consulting agencies 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 The Directorate of Municipal Administration, Tamil Nadu

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

For and on behalf of *[Name of Outsourcing / Consulting agencies or Name of a Joint Venture]*

[Authorized Representative of the Outsourcing / Consulting agencies – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Outsourcing / Consulting agencies [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. 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 Outsourcing / Consulting agencies under the rules of Government of India and Government of Tamil Nadu.
- (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) “Client” means the implementing agencies that signs the Contract for the Services with the Selected Outsourcing / Consulting agencies.
- (d) “Outsourcing / Consulting agencies” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) “Contract” means the legally binding written agreement signed between the Client and the Outsourcing / Consulting agencies 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).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Outsourcing / Consulting agencies, Sub-Outsourcing / Consulting agencies or JV member(s) assigned by the Outsourcing / Consulting agencies to perform the Services or any part thereof under the Contract.
- (i) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the government of the Client’s country.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (m) “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 Outsourcing / Consulting agencies’ proposal.

- (n) "Local Currency" means the currency of the Client's country.
- (o) "Non-Key Expert(s)" means an individual professional provided by the Outsourcing / Consulting agencies or its Sub-Outsourcing / Consulting agencies to perform the Services or any part thereof under the Contract.
- (p) "Party" means the Client or the Outsourcing / Consulting agencies, as the case may be, and "Parties" means both of them.
- (q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) "Services" means the work to be performed by the Outsourcing / Consulting agencies pursuant to this Contract, as described in Appendix A hereto.
- (s) "Sub-Outsourcing / Consulting agencies" means an entity to whom/which the Outsourcing / Consulting agencies subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) "Third Party" means any person or entity other than the Government, the Client, the Outsourcing / Consulting agencies or a Sub-Outsourcing / Consulting agencies.

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 Outsourcing / Consulting agencies. The Outsourcing / Consulting agencies, subject to this Contract, has complete charge of the Experts and Sub-Outsourcing / Consulting agencies, 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

8.1. In case the Outsourcing / Consulting agencies is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their

- | | |
|---|--|
| Member in Charge | behalf in exercising all the Outsourcing / Consulting agencies' 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 Outsourcing / Consulting agencies 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. |
| a. Commissions and Fees | 10.2. The Client requires the Outsourcing / Consulting agencies 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 and/or sanctions by the Client. |

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 Outsourcing / Consulting agencies instructing the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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. |
| 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-Outsourcing / Consulting agencies 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 fulfil 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 Outsourcing / Consulting agencies, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies, suspend all payments to the Outsourcing / Consulting agencies hereunder if the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 (30) calendar days' written notice in case of the event referred to in (f):
- (a) If the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies becomes (or, if the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies fails to confirm availability of Key Experts as required in Clause GCC 13.
- 19.1.2 Furthermore, if the Client determines that the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies, terminate the Outsourcing / Consulting agencies' employment under the Contract.
- b. By the Outsourcing / Consulting agencies** 19.1.3 The Outsourcing / Consulting agencies 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 Outsourcing /

Consulting agencies 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 Outsourcing / Consulting agencies that such payment is overdue.

- (b) If, as the result of Force Majeure, the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies may have subsequently approved in writing) following the receipt by the Client of the Outsourcing / Consulting agencies' 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 Outsourcing / Consulting agencies' 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies and equipment and materials furnished by the Client, the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies:

- (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 OUTSOURCING / CONSULTING AGENCIES

20. General

a. Standard of Performance

The Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies shall employ and provide such qualified and experienced Experts and Sub-Outsourcing / Consulting agencies as are required to carry out the Services.

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

b. Law Applicable to Services

20.4 The Outsourcing / Consulting agencies 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-Outsourcing / Consulting agencies, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies in writing of relevant local customs, and the Outsourcing / Consulting agencies shall, after such notification, respect such customs.

21. Conflict of Interests

21.1 The Outsourcing / Consulting agencies 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. Outsourcing / Consulting agencies Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Outsourcing / Consulting agencies pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Outsourcing / Consulting agencies' only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies shall use its best efforts to ensure that any Sub-Outsourcing / Consulting agencies, 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 Outsourcing / Consulting agencies, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies in the exercise of such procurement responsibility shall be for the

account of the Client.

b. Outsourcing / Consulting agencies and Affiliates Not to Engage in Certain Activities

21.1.3 The Outsourcing / Consulting agencies agrees that, during the term of this Contract and after its termination, the Outsourcing / Consulting agencies and any entity affiliated with the Outsourcing / Consulting agencies, as well as any Sub-Outsourcing / Consulting agencies and any entity affiliated with such Sub-Outsourcing / Consulting agencies, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Outsourcing / Consulting agencies' Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

c. Prohibition of Conflicting Activities

21.1.4 The Outsourcing / Consulting agencies shall not engage, and shall cause its Experts as well as its Sub-Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies has an obligation and shall ensure that its Experts and Sub-Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies or the termination of its Contract.

22. Confidentiality

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

23. Liability of the Outsourcing / Consulting agencies

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Outsourcing / Consulting agencies' liability under this Contract shall be as determined under the Applicable Law.

24. Insurance to be Taken out by the Outsourcing / Consulting agencies

24.1 The Outsourcing / Consulting agencies (i) shall take out and maintain, and shall cause any Sub-Outsourcing / Consulting agencies to take out and maintain, at its (or the Sub-Outsourcing / Consulting agencies', 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies shall keep, and shall make all reasonable efforts to cause its Sub-Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies shall permit and shall cause its Sub-Outsourcing / Consulting agencies 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. The Outsourcing / Consulting agencies' 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies by the Client, or purchased by the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies, 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.

A. OUTSOURCING / CONSULTING AGENCIES' EXPERTS AND SUB-OUTSOURCING / CONSULTING AGENCIES

- 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 Outsourcing / Consulting agencies' 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies. 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 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Outsourcing / Consulting agencies' written request and due to circumstances outside the reasonable control of the Outsourcing / Consulting agencies, including but not limited to death or medical incapacity. In such case, the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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-Outsourcing / Consulting agencies**
- 32.1 If the Client finds that any of the Experts or Sub-Outsourcing / Consulting agencies has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Outsourcing / Consulting agencies' Expert of Sub-Outsourcing / Consulting agencies have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Outsourcing / Consulting agencies 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-Outsourcing / Consulting agencies is found by the Client to be incompetent

or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Outsourcing / Consulting agencies to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies' 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies with obtaining work permits and such other documents as shall be necessary to enable the Outsourcing / Consulting agencies to perform the Services.
- (b) Assist the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies and the Experts and any Sub-Outsourcing / Consulting agencies employed by the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies, any Sub-Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies any such other assistance as may be specified in the **SCC**.

36. Access to Project Site

36.1 The Client warrants that the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Outsourcing / Consulting agencies or any Sub-Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies for the performance of the Services, (ii) the manner in which the Outsourcing / Consulting agencies shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Outsourcing / Consulting agencies as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel

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

39.2 If counterpart personnel are not provided by the Client to the Outsourcing / Consulting agencies as and when specified in **Appendix A**, the Client and the Outsourcing / Consulting agencies 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 Outsourcing /

Consulting agencies 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 Outsourcing / Consulting agencies. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Outsourcing / Consulting agencies that is consistent with the position occupied by such member, the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies under this Contract, the Client shall make such payments to the Outsourcing / Consulting agencies and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE OUTSOURCING / CONSULTING AGENCIES

- 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 local currency specified in the **in the Government order dated 28.01.16 and as specified in the data sheet in clause 2.32A and 2.32 B**

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 Outsourcing / Consulting agencies (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 actually and reasonably incurred by the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies' 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 Outsourcing / Consulting agencies, Sub-Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies or are paid by the Client on behalf of the Outsourcing / Consulting agencies.

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 Outsourcing / Consulting agencies 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 instalments 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies' 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 Outsourcing / Consulting agencies, 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies specifying in detail deficiencies in the Services, the final report or final invoice. The Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies to the Client within thirty (30) days after receipt by the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies 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. General Conditions

Attachment 1: Policy – Corrupt and Fraudulent Practices

“Fraud and Corruption

1.23 It is the policy to require that Outsourcing / Consulting agencies, and their agents (whether declared or not), sub-contractors, sub-Outsourcing / Consulting agencies, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of this contracts [footnote: In this context, any action taken by an Outsourcing / Consulting agencies or any of its personnel, or its agents, or its sub-Outsourcing / Consulting agencies, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights;

² For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes Client staff and employees of other organizations taking or reviewing selection decisions.

³ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁵ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- (b) will reject a proposal for award if it determines that the Outsourcing / Consulting agencies recommended for award or any of its personnel, or its agents, or its sub-Outsourcing / Consulting agencies, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing sanctions procedures⁶, including by publicly declaring such firm ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Client contracts, and (ii) to be a nominated⁷ sub-Outsourcing / Consulting agencies, supplier, or service provider of an otherwise eligible firm being awarded a contract for the Client.

⁶ A firm or an individual may be declared ineligible to be awarded a contract upon (i) completion of the sanctions proceedings as per its sanctions procedures,

⁷ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

III. 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 style="text-align: center;">Client : Directorate of Municipal Administration 11th Floor, Urban Administrative Building, Santhome High Road, MRC Nagar RA Puram ,Chennai – 600 028</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Outsourcing / Consulting agencies :</p>
8.1	<p><i>[Note: If the Outsourcing / Consulting agencies consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Outsourcing / Consulting agencies is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>Director of Municipal Administration</i></p> <p style="text-align: center;">.</p> <p>For the Outsourcing / Consulting agencies: <i>[name, title]</i> _____</p>
11.1	<i>N/A</i>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be Four Months</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be Twenty Five</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	<p>Expiration of Contract:</p> <p>The time period shall be Six Months</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Outsourcing / Consulting agencies 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>
23.1	<p>“Limitation of the Outsourcing / Consulting agencies’ Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or wilful misconduct on the part of the Outsourcing / Consulting agencies or on the part of any person or a firm acting on behalf of the Outsourcing / Consulting agencies in carrying out the Services, the Outsourcing / Consulting agencies, with respect to damage caused by the Outsourcing / Consulting agencies to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Outsourcing / Consulting agencies’ liability, if any, for damage to Third Parties caused by the Outsourcing / Consulting agencies or any person or firm acting on behalf of the Outsourcing / Consulting agencies in carrying out the Services;</p> <p>(ii) be construed as providing the Outsourcing / Consulting agencies with any limitation or exclusion from liability which is prohibited by the applicable law in the Client’s country.</p>
24.1	<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 total ceiling amount of the Contract</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Outsourcing / Consulting agencies or its Experts or Sub-Outsourcing / Consulting agencies, with a minimum coverage of <i>in accordance with the applicable law in the Client’s country.</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Client’s country,</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies' property used in the performance of the Services, and (iii) any documents prepared by the Outsourcing / Consulting agencies in the performance of the Services.</p>
41.2	<p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Outsourcing / Consulting agencies shall reimbursed by the Client to the Outsourcing / Consulting agencies.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Outsourcing / Consulting agencies in Form FIN-2 of the Outsourcing / Consulting agencies' Financial Proposal.]</i></p>
43.1 and 43.2	<p>The Client warrants that the Client shall reimburse the Outsourcing / Consulting agencies, the Sub-Outsourcing / Consulting agencies and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Outsourcing / Consulting agencies, the Sub-Outsourcing / Consulting agencies and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Outsourcing / Consulting agencies, Sub-Outsourcing / Consulting agencies and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client's country by the Outsourcing / Consulting agencies or Sub-Outsourcing / Consulting agencies for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client's country by the Outsourcing / Consulting agencies, any Sub-Outsourcing / Consulting agencies or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that: <ul style="list-style-type: none"> (i) the Outsourcing / Consulting agencies, Sub-Outsourcing / Consulting agencies and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and (ii) if the Outsourcing / Consulting agencies, Sub-Outsourcing / Consulting agencies or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Outsourcing / Consulting agencies, Sub-Outsourcing / Consulting agencies or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time

	the property in question was brought into the Client's country.
44.1	The currency of payment shall be the following: <i>Indian Rupees</i>
45.1(a)	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment of 10% of the total contract value shall be made within 30 days after the Effective Date. The advance payment will be set off by the Client in equal instalments against the statements for the first 40 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the advance payment.</p>
45.1 (b)	<p>Itemized Invoices are to be presented every month.</p> <p>The Personnel Costs and the Support Costs shall be paid every month and be based on the attendance of the personnel.</p> <p>Other payments shall be made on successful submission of the deliverables.</p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
46.1	The interest rate is: <i>Savings Bank Rate followed by the State Bank of India.</i>
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>The Government of Tamil Nadu, Municipal Administration and Water Supply Department</i>, for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>The Principal Secretary, Municipal Administration and Water Supply Department, Government of Tamil Nadu</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Outsourcing / Consulting</p>

	<p>agencies shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>The Principal Secretary, Municipal Administration and Water Supply, Government of Tamil Nadu</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Principal Secretary, Municipal Administration and Water Supply Department, Government of Tamil Nadu</i>, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure</u>. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Outsourcing / Consulting agencies' home country [Note: If the Outsourcing / Consulting agencies consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Outsourcing / Consulting agencies [Note: If the Outsourcing / Consulting agencies consists of more than one entity, add: or of any of their members or Parties]; or</p> <p>(b) the country in which the Outsourcing / Consulting agencies' [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Outsourcing / Consulting agencies' [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-Outsourcing / Consulting agencies concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Chennai, Tamil Nadu, India;</p>

	<p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Outsourcing / Consulting agencies 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 Outsourcing / Consulting agencies' team; specific tasks that require prior approval by the Client.]

Insert the text based on the Section 6 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Outsourcing / Consulting agencies' Proposal. Highlight the changes to Section 7 of the RFP]

If the Services consist of or include the supervision of civil works, the following action that require prior approval of the Client shall be added to the "Reporting Requirements" section of the TORs: Taking any action under a civil works contract designating the Outsourcing / Consulting agencies as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Outsourcing / Consulting agencies' 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 Outsourcing / Consulting agencies' work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals the average number of working days of the Client employees. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Outsourcing / Consulting agencies' Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Outsourcing / Consulting agencies has been selected under Quality-Based Selection method, or the Client has requested the Outsourcing / Consulting agencies to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Outsourcing / Consulting agencies' Representations regarding Costs and Charges" submitted by the Outsourcing / Consulting agencies to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the

remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Outsourcing / Consulting agencies, or (ii) if there are no further payments to be made by the Client to the Outsourcing / Consulting agencies, the Outsourcing / Consulting agencies shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. 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 statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract."

[Type text]

Model Form I
Breakdown of Agreed Fixed Rates in Outsourcing / Consulting agencies' Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Outsourcing / Consulting agencies' Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]*_____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]*_____

We have been informed that _____ *[name of Outsourcing / Consulting agencies or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Outsourcing / Consulting agencies") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]*_____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Outsourcing / Consulting agencies, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Outsourcing / Consulting agencies is in breach of their obligation under the Contract because the Outsourcing / Consulting agencies:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Outsourcing / Consulting agencies has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Outsourcing / Consulting agencies.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Outsourcing / Consulting agencies as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Outsourcing / Consulting agencies has made full repayment of the amount of the advance payment, or on the ____ day of *[month]*_____, *[year]*____, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed one year, in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Type text]

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[Signature]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}