



No. NSFKDC/NAMASTE/PMU/RFP/16/2022

REQUEST FOR PROPOSAL
FOR
IMPLEMENTATION OF THE
“NATIONAL ACTION FOR MECHANISED
SANITATION ECOSYSTEM (NAMASTE)”

National Safai Karamcharis Finance and
Development Corporation (NSKFDC)

(A Govt. of India Undertaking, Ministry of Social Justice & Empowerment)
Regd. office: NTSC, 3rd Floor, E-Block, NSIC, Okhla Industrial Area Estate-III, New
Delhi – 110020.

Tel: 26382476, 26382477, 26382478

Visit us at: www.nskfdc.nic.in Email: nskfdc-msje@nic.in

TABLE OF CONTENTS

	Description	Page No.
	PRESS NOTE	3
Part I	Notice Inviting Request for Proposal	4-14
Part II	Instructions to Applicant/Bidders	15-26
Part III	Scope of work	27-33
Part IV	(a) Technical Proposal, Qualification and selection, application forms	34-44
	FORM TECH 1 – Pro-forma for Letter of Application	35-36
	FORM TECH 2 – Consultant’s Organization & Experience	37
	FORM TECH 3 – Details of Work Experience	38
	FORM TECH 4 – Financial Information of Applicant/Bidder	39
	FORM TECH 5 – Description of Approach, Methodology and work plan for performing the assignment/job.	40
	FORM TECH 6 – CV of key Experts	41
	FORM TECH 7 – Undertaking for not blacklisted	42
	FORM TECH 8 - Undertaking for corrupt and not suffering bankruptcy / insolvency fraudulent practice	43
	FORM TECH 9 – Work Schedule	44
Part IV	(b) Financial Proposal Forms	45-47
	FORM FIN 1 – Financial proposal submission Form	46
	FORM FIN 2 – Summary of Costs/Financial Bid for ____ Zone	47
Part V	Evaluation Criteria	48-55
	Appendix A - Initial Filter Criteria	49-50
	Appendix B - Sample letter of acceptance of tender	52
	Appendix C - Sample letter for commencement of work	53
	Appendix D - Form of Performance Security (Guarantee)	54-55
	Appendix E- Form of Earnest Money Deposit Bank Guarantee Bond	56
Part VI	Form of Contract, GCC, SCC	57-80

PRESS NOTE

National Safai Karamcharis Finance and Development Corporation (NSKFDC)

NTSC, 3rd Floor, E-Block, NSIC, Okhla Industrial Area Estate-III,
New Delhi – 110020

Tel: (011) 26382476, 26382477, 26382476

Website: www.nskfdc.nic.in, Email: nskfdc-msje@nic.in

No.NSKFDC/NAMASTE/PMU/RFP/16/2022

Dated: 28.09.2022

NOTICE INVITING REQUEST FOR PROPOSAL

Request for Proposal (RFP) is invited from the reputed firms for implementation of the “National Action Plan for Mechanised Sanitation Ecosystem (NAMASTE) ” for NSKFDC.

The RFP document can be downloaded from the website <https://nskfdc.nic.in> ; <http://eprocure.gov.in>. The last date for submission of RFP is 18.10.2022

General Manager,
NSKFDC

Part I: Notice Inviting Request for Proposal

1.0 GENERAL

- 1.1 NSKFDC invites Zone wise Request for Proposal (RFP) from Government, Non Government Organisations or institutions, Civil society organizations, Academic Institutions, Proprietary firm/ Partnership firm, Private Limited company, Limited Company, Corporate body legally constituted, Limited Liability Partnership Firm for implementation of the “National Action for Mechanised Sanitation Ecosystem (NAMASTE) in various Urban Local Bodies (ULBs) grouped under 5 Zones. Applicant/Bidders are also encouraged to participate as Joint Venture (JV) or Consortium (subject to one lead agency and maximum of two other member agencies).
- 1.2 The work includes implementation of NAMASTE components such as survey, enumeration, validation & collectivisation of sewer and septic tank sanitation workers (SSWs), through deployment of qualified personnel termed as Programme Management Unit (PMU) Managers, stationed at respective AMRUT (Atal Mission for Rejuvenation and Urban Transformation) cities and State offices. The work also includes formation of SHGs, oversee their skilling and entrepreneurship development program (Sanitation Enterprises or Sanitation Entrepreneurs), capacity building of identified SSWs and linking them with various social entitlements/schemes and capital subsidies for sanitation related projects and alternate general trades. The PMU MANAGER will also support IEC(Information, Education & Communication) activities to spread awareness and enable behaviour change.
- 1.3 NAMASTE aims to create an enabling ecosystem that recognizes SSWs as one of the key contributors in operations and maintenance of sanitation infrastructure (Sewer and Septic Tanks) thereby providing sustainable livelihood and enhancing their occupational safety through capacity building and improved access to safety gear and machines.
- 1.4 The National Safai Karamcharis Finance and Development Corporation (NSKFDC) is the implementing agency for NAMASTE. At the apex of the structure will be the National NAMASTE Management Unit (NNMU) supported by a Technical Support Unit (TSU) of the Urban Management Centre, Ahmedabad. State NAMASTE Management Units and City NAMASTE Management Units (CNMUs) will be constituted to implement the NAMASTE components. The AMRUT cities will be clustered based on geographical proximity and each PMU MANAGER will provide support to the assigned cluster. Details of the work profile of the PMU Manager is given in “Scope of Work” section of this document.
- 1.5 AMRUT cities are grouped into five zones as per Table 1.0. Applicant/Bidders may apply for more than one zone. However, an Applicant/Bidder will be awarded the work of maximum of 2 zones, for which he has to submit his order of preference of zones in Form TECH-1.
- 1.6 Proposed Budgeted Estimate: The approximate estimated cost for the complete work and project duration for each zone is as per the Table-1below. This includes the cost of PMU Manager, Key Executive Manager, travel, equipment and all other expenses including organization’s overheads and contingencies etc.

Table 1.0 : Details of Zones and Estimated Cost

S.No.	Name of Zone	Name of States/UTs in Zone	No. of cities	No. of PMU Managers Proposed including 3 Executive Managers	Approx. Estimated cost(Rs. in crores)	Total Project Duration
1	North	Delhi, Haryana, Himachal Pradesh, Punjab, Uttar Pradesh, Uttarakhand, UTs of Chandigarh, Jammu and Kashmir, Ladakh	116	75	8.66	21 months
2	West	Goa, Gujarat, Maharashtra, Rajasthan, UTs of Dadra & Nagar Haveli and Daman and Diu	107	66	7.62	21 months
3	Central	Bihar, Jharkhand, Chhattisgarh, Madhya Pradesh	77	47	5.43	21 months
4	East and North - East	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, Odisha, West Bengal	81	47	5.43	21 months
5	South	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Telangana, UTs of Andaman Nicobar Islands, Lakshadweep, Puducherry	119	65	7.51	21 months
		Total	500	300	34.65	

1.5.1 Selection of Applicant/ Bidders:

1.5.1 (a) The evaluation of the proposals shall be carried out in two stages: at the first stage evaluation of responsiveness and technical proposals is taken up. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is conducted as the envelope containing the financial proposal will not be opened till the technical evaluation is complete. The financial proposal of only such bidders will be opened whose proposal is declared technically responsive and has obtained minimum qualifying marks/standards prescribed for the technical proposal. The evaluation shall be carried out in full conformity with the provisions of RFP.

1.5.1 (b) Applicant/Bidders must meet the qualification criteria as per para 1.7.1 or 1.3 of Part-

V. Applicant/Bidders satisfying the qualification criteria shall be evaluated for technical evaluation. The Applicant/Bidders shall submit financial data as per Form Tech-4 along with audited financial statements. The financial data in the prescribed format shall be certified by the Chartered Accountant clearly mentioning his name with his stamp, signature and membership number/UDIN.

- 1.5.2 Technical Evaluation-Technical evaluation of eligible Applicant/Bidders will be conducted as per the scoring methodology given in Part V of RFP. The Applicant/Bidder must obtain a minimum of 60 marks during technical bids evaluation to qualify for opening of financial bid.
- 1.5.3 The technical proposal/bid of applicant/bidder securing minimum 60 marks shall be declared technically responsive and qualified.
- 1.5.4 **Financial Evaluation**-Financial proposals of only those Applicant/Bidders will be opened and considered for evaluation whose technical proposal/bids have been declared technically responsive and qualified.
- 1.5.5 **QUALITY AND COST BASED SELECTION (QCBS)**- The technical and financial proposals will then be examined as per quality and cost based selection(QCBS) methodology. Under QCBS selection, the technical proposals will be allowed weightage of 60% (sixty percent) and financial proposal will be given weightage of 40% (forty percent). Financial Proposal with lowest cost may be given a financial score of 100 (Hundred), the other proposals are given financial scores that are inversely promotional to their prices w.r.t. the lowest offer. Similarly, proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred) and other proposals be given technical score that are proportional to their marks w.r.t. the highest marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposal securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract. In the event of two or more bids having the same score in final ranking, then the said bid with higher technical score will be H-1.

The lowest evaluated price bid in Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows, $Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. Similarly, the technical score T high is the highest technical score achieved by the bid that was scored best among all responsive bids, and T is the total Technical Score awarded to the bid and the technical scores T is determined by formula $St = 100 \times T / T \text{ high}$

The weights given to the Technical and Financial Proposals are T = 60% and F

=40% respectively. 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 per following formula:-

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

{S= Combined Score, St= Technical Score, Sf = Financial Score, T= Weight given to technical score, P= Weight given to Financial Score, Fm = lowest evaluated bid price in financial proposal, F= the price bid of the proposal under consideration}

T high = is the technical score achieved by the bid that was score best among all the responsive bids.

1.5.6 **(a) Illustration**

The following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 (Seventy five) and the weightage of the technical bids and financial bids was kept as 70:30 (Seventy : Thirty). In response to the RPF, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks as under:

A: 75 Marks

B: 80 Marks

C: 90 Marks

The minimum qualifying marks were 75 (Seventy five) thus, all the three proposals were found technically suitable. Using the formula $T/T \text{ high} \times 100$, the following technical score St are awarded by the evaluation committee:

A: $75/90 = 83$ points

B: $80/90 = 89$ points

C: $90/90 = 100$ points

The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the proposals and evaluated the quoted prices as under:

A: Rs.120

B: Rs.100

C: Rs.110

Using the formula $Fm/Fx100$, the committee gave them the following financial score Sf proposals:

A: $100/120 = 83$ points

B: $100/100 = 100$ points

C: $100/110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score S as under:

Proposal A : $83 \times 0.30 + 83 \times 0.70 = 83$ points

Proposal B : $100 \times 0.30 + 89 \times 0.70 = 92.3$ points

Proposal C : $91 \times 0.30 + 100 \times 0.70 = 97.3$ points

The three proposals in the combined technical and financial evaluation were ranked as under: -

Proposal A : 83 points : H-3

Proposal B : 92.3 points : H-2

Proposal C : 97.3 points : H-1

Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared as winner and recommended for negotiation/approval, to the competent authority.

1.5.6 NSKFDC will inform the result of Technical Evaluation to successful Applicant/Bidders only. No correspondence from other Applicant/Bidders shall be entertained and decision of NSKFDC shall be treated as final and binding in this regard.

1.6 DATA SHEET

Date of Pre bid Meeting/conference	<u>11.10.2022</u> <u>11.30 Hrs</u>
Date & time of Submission complete bid of (Prequalification documents, Technical & Financial Proposals) documents	<u>18.10.2022 (up to 1100 Hrs)</u>
Date & time of opening of Pre Qualification and Technical Proposal documents	<u>18.10.2022 (At 11.30 Hrs)</u>
Authority and place for seeking clarifications and submission of completed bid. Place for the Pre bid conference, Place for opening	General Manager National Safai Karamcharis Finance and Development Corporation (NSKFDC) NTSC, 3 rd Floor, E-Block, NSIC, Okhla Industrial Area

of Pre Qualification and Technical proposal documents.	Estate-III, New Delhi – 110020.Tel: (011) 26382476, 26382477, 26382476 Website: www.nskfdc.nic.in , Email: nskfdc-msje@nic.in
Tender Fee	Rs.5000/- (Rupees five thousand including GST) per Zone
Earnest Money Deposit (EMD)	Rs.15,00,000/- (Rupees Fifteen Lakh) per Zone.

A. General	
1	<p>Name of the Company: National Safai Karamcharis Finance and Development Corporation (NSKFDC)</p> <p>Method of selection: <u>Quality (60%) and Cost Based (40%) Selection (QCBS)</u></p>
2	<p>Technical Proposal and Financial Proposal is to be submitted in separate sealed envelopes. Both these envelopes should be placed in a third sealed envelope. Each envelope should bear the name of assignment, Application for Implementation of the “National Action for Mechanised Sanitation Ecosystem (NAMASTE)for _____Zone” (North, East, West, South, Central as applicable). The respective envelopes containing technical /financial bid should clearly have Technical Bid or Financial Bid written on it, respectively.</p>
B. Preparation of Proposals	
3	<p>This RFP has been issued in the English Language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
4	<p>The Proposals shall comprise the following:</p> <p>(i) <u>TECHNICAL PROPOSAL (including prequalification documents):</u></p> <p>The technical proposal should comprise following and should be placed in a sealed envelope with the “Technical Proposal and application for _____Zone(name of Zone) written on it:</p> <ol style="list-style-type: none"> 1. Power of Attorney in favour of authorized signatory to sign the Proposal and RFP document (Affidavit in case of Sole Proprietor) 2. Form Tech1 – Pro-Forma for Letter of Application 3. Form Tech2 – Organisation’s Details 4. Form Tech3 -Details of Work Experience 5. Form Tech4 – Financial Information of Applicant/Bidder

	<p>6. 7. Form Tech6– CV of Key Experts duly signed by them 8. Form Tech7 – Undertaking for Blacklisting 9. Form Tech8 – Undertaking for Corrupt and Fraudulent Practises, Undertaking for Bankruptcy/Insolvency 10. Form Tech9 –Work Schedule 11. Annual Reports and audited annual accounts of the Bidder/Applicant Organisation for the last three years. 12. Registration certificate of firm/Memorandum & Articles of Association and any other documents to verify the nature of the organisation. 13. Tender fee of requisite amount kept in a separate envelope. 14. EMD – Earnest Money Deposit of requisite amount kept in a separate envelope.</p> <p>(ii) Financial Proposal – The financial proposal should comprise the following: -</p> <ol style="list-style-type: none"> 1. Form Fin1 - Financial proposal submission form 2. Form Fin2 – summary of Costs/Financial Bid Format
5	Participation of Key Experts and Non-Key Experts in more than one Proposal is not permissible
6	Proposals must remain valid for Six Months after the proposal submission deadline
7	<p>Whether, the shortlisted bidder may associate with</p> <p>(a) non-shortlisted consultant(s): No</p> <p>and</p> <p>(b) other shortlisted Consultants: No</p>
8	<p>Estimated Key Executive Managers requirement is 3 persons per zone</p> <ol style="list-style-type: none"> (i) Team Leader (ii) Livelihood Expert (iii) Social Mobilisation expert
9	<p>The Technical Proposal is to be submitted in prescribed format.</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being declared as non-responsive to the RFP requirements and shall be summarily rejected.</p>

10	<i>Engaging individual PMU MANAGER is the responsibility of the Bidder/Applicant.</i>
11	No price adjustment provision applies to remuneration rates:
12	“Information on the Bidder’s/applicant’s tax obligations can be found at www.incometaxindia.gov.in, “https://www.gst.gov.in/” TDS however will be deducted as applicable.
13	The Financial Proposal shall be stated in the following currencies: Indian National Rupee (Rs./ INR)
14	The bidder <i>shall NOT</i> have the option of submitting their Proposals electronically.
15	The single currency for the conversion of all prices expressed in various currencies into a single one is. INR/ Rs.
	D. Negotiations and Award
16	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done at following website: www.nskfdc.nic.in The publication will be done within 15days of the contract signing.
17	Expected date for the commencement of the Services: Within 7 days of issue of Lol. Date: 25.11 2022

NOTE

- i) **Tender Fee** should be submitted along with the Technical Bid in the form of Demand Draft, from any of the Scheduled Bank drawn in favour of National Safai Karamcharis Finance and Development Corporation payable at New Delhi. The MSME agency registered on UDYAM Portal shall be exempted from submission of Tender Fee on production of proof of current registration certification from MSME/NSIC for the above tendered item.
- ii) **EMD:** Earnest Money Deposit should be submitted in the form of Insurance Surety Bonds, Demand Draft, from any of the Scheduled Bank drawn in favour of National Safai Karamcharis Finance and Development Corporation payable at New Delhi, Fixed Deposit receipt, Bankers Cheque or Bank Guarantee (Appendix-E) from any of the Scheduled Commercial Bank.
Please note that the pre-qualification application without accompanying the requisite tender fee/proof of exemption, shall not be evaluated and shall be summarily rejected.

1.7 QUALIFICATION/ELIGIBILITY CRITERIA

1.7.1 ELIGIBILITY OF APPLICANT/BIDDERS

- i. For the purpose of this pre-qualification an Applicant/Bidder's organization should be registered for at least 10 years as on 31.03.2022. It should be having valid registration certificate under the relevant statute, under which it had been incorporated. In case the Applicant/Bidder is applying as a Consortium, the eligibility criteria of the lead agency will be considered.
- iii. Voluntary organization/NGO should be mandatorily registered on the NGO Darpan Portal of the NITI Aayog, Govt. of India and have a valid UID No.
- iv. Applicant/Bidders should have a valid PAN Number, GST number (if applicable). The applicant should also have registered with appropriate EPF/ESI authorities(if applicable).
- v. Applicant/Bidder (in case of a Consortium, including lead and member agencies) must not have been blacklisted or deregistered by any central/state government department or public sector undertaking. Also, no work of the Applicant/Bidder must have been rescinded by the client after the award of contract during last five years. The Applicant/Bidder(including individual member agencies in case of consortium/JV) would submit undertaking to this effect in the prescribed format as per FORM TECH-7.
- vi. Applicant/Bidder must not have suffered bankruptcy/insolvency during last three years. The Applicant/Bidder should have to submit undertaking to this effect in the prescribed format as per FORM TECH-8.
- vii. Applicant/bidder should provide the prescribed tender fee (in case exempted, the proof of exemption).
- viii. Its average annual turnover for the last three years should be atleast Rs. 5.00 crore.
- ix. Applicant/Bidder must possess the requisite experience of similar works.

1.7.2 (A) TECHNICAL EXPERIENCE CRITERIA

The applicant/bidder should have satisfactorily completed similar projects/ works of requisite value as mentioned below in Table-2 during last ten years period ending 31.08.2022.

Table-2 Work Experience

S. No	Name of Zone	Value of Works
1	North	Three similar works each costing not less than 3.46 crores or Two similar works each costing not less 5.2 crores or One similar work costing not less than 6.93 crores
2	West	Three similar works each costing not less than 3.05 crores or Two similar works each costing not less 4.6 crores or One similar work costing not less than 6.10 crores
3	Central	Three similar works each costing not less than 2.17 crores or

		Two similar works each costing not less 3.26 crores or One similar work costing not less than 4.344 crores
4	East & North East	Three similar works each costing not less than 2.17 crores or Two similar works each costing not less 3.26 crores or One similar work costing not less than 4.344 crores
5	Southern	Three similar works each costing not less than 3.0 crores or Two similar works each costing not less 4.50 crores or One similar work costing not less than 6.0 crores

Similar Works:

Similar Works means completed projects comprising in any or more of the following fields of Social, Anthropological and Statistical Survey; Social Impact Assessment; Urban poverty alleviation, capacity building and community mobilization; Livelihoods intervention for urban poor such as support for entrepreneurship, Self Help Group (SHG) formation, linkage to institutional credit and support for creation of micro-enterprises such as cloth mask making, jute bags and rugs, manufacturing of toiletries etc.); implementation of skill development projects; initiatives on urban slum rehabilitation and linkages to social entitlements; Supported implementation of Swachh Bharat Mission through capacity building, IEC/BCC distribution, Swachh Survekshan, construction of individual toilets, micro financing in toilet construction, Geo-tagging of toilets, helping establish Rural Sanitary Marts, Production centres, awareness generation groups, community sanitary complex, and solid and liquid waste management during last 10 (ten) years period ending on 31.08.2022, in Government Departments/Public sector Undertaking (PSU) or urban local bodies or corporate

The Applicant/Bidder shall submit details of work executed by them in the prescribed format as per FORM TECH-3 for the works to be considered for qualification of work experience criteria. Documentary proof from the client clearly indicating the nature/scope of work, value of work done/services provided, date of commencement and date of completion for such work should be submitted. The offers submitted without this documentary proof shall not be evaluated.

B. Financial Standing:

It should have minimum average annual turnover of Rs.5.00 crore during the last 3 financial years ended 31.3.2021/31.12.2020 (whichever is applicable) duly certified by the Chartered Accountant.

- (i) Financial data for the last three audited financial years must be submitted by the Applicant/Bidder in along with audited financial statements. The financial data in the prescribed format shall be certified by chartered accountant with his stamp, signature and membership number. If audited balance sheet and financial data of any year is not submitted, then the application shall be considered incomplete and summarily

rejected. Also, if the Applicant/Bidder provides no or NIL financial data for any of the above financial year, then his application shall not be considered and summarily rejected.

- (ii) The application of the Applicant/Bidder, who do not qualify the minimum eligibility criteria stipulated in the clause 1.7.1-A and 1.7.2-A above, shall not be considered for further evaluation and shall be rejected. The mere fact that the Applicant/Bidder is qualified as mentioned in sub clause 1.7.1& 1.7.2A shall not imply that their application shall automatically be accepted. The same should contain all technical data **and financial bid** as required for consideration of application.
- (iii) Late submissions (received after due date and time of submission of document) shall not be accepted under any circumstances.
- (iv) NSKFDC reserves the right to accept or reject any or all applications without assigning any reasons. No Applicant/Bidder shall have any cause of action or claim against NSKFDC for rejection of its/their application.

1.8 Eligibility of Consortiums

If the Applicant/Bidder has formed a Consortium, the Applicant/Bidder shall designate a 'Lead' member. The pre-qualification criteria as mentioned in 1.7.1 shall be met by the Lead member. The combined credentials of the consortium shall be evaluated as per the technical evaluation criteria set forth in this document. The Employer shall deal with only the Lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the Consortium, the lead member of the Consortium shall be responsible and liable to the Employer for every aspect of their proposal, contract etc. If any member of the Consortium is dropped at the evaluation stage, the application/bid of such a Consortium is liable to be rejected by the NSKFDC. However, the NSKFDC, at its sole discretion, may decide to evaluate for short-listing such Consortium without considering the strength of the dropped member and if found eligible, may allow such Consortium to submit their proposal. Sub-consulting/ sub-contracting/sub-letting is not permissible in this assignment.

Part II – INSTRUCTIONS TO APPLICANT/BIDDERS

National Safai Karamcharis Finance and
Development Corporation

Part II – Instructions to Applicant/Bidders

1. Definitions

- (a) “Employer” means the Department/NSKFDC who has invited the bids for procurement of services and/ or with which the selected Applicant/Bidder signs the Contract for the Services and to which the selected organisation shall provide services as per the terms and conditions and TOR of the contract.
- (b) “Consultant” means any agency or bidder or Consortium of agencies that may provide or provides the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) “Project specific information” means such part of the Instructions to prospective bidders/applicants used to reflect specific project and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India
- (g) “Instructions to Applicant/Bidders” (Section II of the RFP) means the document which provides prospective bidders/applicants with all information needed to prepare their proposals.
- (h) “PMU” (Project Management Unit) means staff provided by the Consultant and assigned to perform the Services or any part thereof;
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (k) “Assignment/ job” means the work to be performed by the Consultant/bidder pursuant to the Contract.

2. Non- Transferable Bid

Neither the contract nor the right granted under the contract may be sold, leased/ sublet, assigned or otherwise transferred, in whole or in part, by the bidder and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the NSKFDC.

3. Clarification and Amendment of RFP Documents

- i. Applicant/Bidders may request a clarification on any clause of the RFP documents up to the date mentioned in the RFP document, before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer’s address. The Employer will publish the response (including an explanation of the query but without identifying the source of inquiry) on NSKFDC’s website. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 3.ii below.
- ii. At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be notified by NSKFDC at <http://eprocure.gov.in>. To give Applicant/Bidders reasonable time in which to take an amendment into account in their Proposals the

Employer may, if the amendment is substantial, extend the date of submission of Proposals/applications/bids.

4. Completeness of Bid Offer

The bidder is expected to examine all instructions, forms, terms & conditions and specifications in the tender document. Failure to furnish all information required in document or submission of offer not substantially responsive in every respect to the tender document will be at the bidder's risk and may result in the rejection of bid offer. The bid offer is liable to be rejected outright without any intimation to the bidder if complete information as called in the tender document is not given therein, or if particulars asked for in the Forms/ Proforma in the Tender is not fully furnished.

5. Conflict of Interest

- i. Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interest's paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- ii. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

5.ii.1. Conflicting activities: A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

5.ii.2. Conflicting Assignment/job: A Consultant (including its Personnel) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.**

5.ii.3. Conflicting relationship: A Consultant (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of

- (i) The preparation of the Terms of Reference of the Assignment/job,
- (ii) The selection process for such Assignment/job, or
- (iii) Supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

iii. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment. No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Proposal Validity

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

7. Preparation of Proposals

- (i) The Proposal as well as all related correspondence exchanged by the Applicant/Bidder and the NSKFDC, shall be written in English language, unless specified otherwise.
- (ii) In preparing their Proposal, Applicant/Bidder are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- (iii) While preparing the Technical Proposal, Applicant/Bidder must give particular attention to the following:
 - a. If an Applicant/Bidder considers that it may enhance its expertise for the Assignment/job by associating with other agencies in an association, it may associate to form a Consortium.

- b. The estimated number of PMU MANAGER required is as shown in the Scope of Work. While making the proposal, the consultant must ensure that he proposes the minimum number of PMU Managers as sought by the Employer, failing which the proposal shall be considered as non-responsive.
 - c. If an Applicant/Bidder submits or participates in more than one proposal for a particular zone either individually or through consortium, both these proposals shall be disqualified.
- (iv) **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.**
- (v) The Technical Proposal shall not include any information about financial proposal or bid. A Technical Proposal containing financial proposal may be declared non-responsive.
- (vi) **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Form. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

8. Treatment of Discrepancies

Where there is a discrepancy between amounts in figures and in words, the amount in words will govern. If an applicant/ bidder refuses to accept the correction, their bid will be rejected.

9. Taxes

The applicant/bidder shall fully familiarize themselves about the applicable taxes on amounts payable by the Employer under the Contract. All the applicable Taxes must be included in the financial proposal.

10. Currency

Applicant/Bidders shall express the price of their Assignment/job in Indian Rupees (INR).

11. Earnest Money Deposit (EMD)

11.1 Earnest Money Deposit

- I. An EMD of **Rs.15,00,000/- (Indian Rupees Fifteen Lakh Only)**, in the prescribed form should be submitted along with proposal.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive except in case of exempted cases of SME/MSME.
- III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- IV. No bank guarantee will be accepted in lieu of the EMD.
- V. The EMD of the Applicant/Bidders would be returned back within one month of signing of the contract.

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

- I. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- II. If the Proposal is varied or modified in a manner not acceptable to the Employer after

- opening of Proposal during the validity period or any extension thereof.
- III. If the Applicant/Bidder tries to influence the evaluation process.
 - IV. If the First ranked Applicant/ Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Applicant/ Bidder).

11.3 Tender Fees

All consultants/bidders are required to pay non refundable tender fee of Rs. 5,000/- (Indian Rupees five thousand Only) including GST in the form of demand Draft drawn in favour of Employer (National Safai Karamcharis Finance and Development Corporation,) and payable at **New Delhi**.SME/MSME are exempt from the tender fees against submission of relevant proofs/ documents.

Please note that the Proposal, which does not include the Tender fees, or proof of exemption, would be rejected as non-responsive.

12. Submission, Receipt, and Opening of Proposal:

- (i) Willing and interested organizations desirous to provide PMU Managers and technical services as per deliverables for a zone, may submit their two-part bid as technical and financial as per extant procedure elaborated in this document. One organisation will submit separate bid for each zone it intends to bid. In order to submit the bid, the bidders may download the RFP documents from <http://eprocure.gov.in> and submit the complete document to NSKFDC.
- (i) The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Applicant/Bidders themselves. The person who signed the proposal must initial all such corrections.
- (ii) An authorized representative of the Applicant/Bidder shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- (iii) The original and complete Technical Proposal all Forms duly filled and including documents and approach and methodology relevant for the qualification and technical eligibility criteria shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL". Each envelope should also mark the zone for which the proposal is being submitted. The envelopes containing the Technical Proposals, Financial Proposals, Tender Fee and EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the words "REQUEST FOR PROPOSAL FOR IMPLEMENTATION OF THE "NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE)" in ____ Zone . The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.

If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- (iv) The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date. Any proposal received by the Employer after the deadline for submission shall be returned unopened.
- (v) Pre-bid Meeting: The clarification on RFP and scope of work would be addressed through a pre bid meeting. All communications between the Applicant/Bidder and NSKFDC shall be conducted in writing or through email. NSKFDC will respond in writing or email to any request for clarification received in writing from Applicant/Bidders before the last date of seeking clarification as mentioned in Key details.

13. Proposal Evaluation

- (i) From the time the Proposals are opened and till the time the Contract is awarded, the Applicant/Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Applicant/Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Applicant/Bidder' Proposal.
- (ii) The employer will constitute a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.
- (iii) Evaluation of Technical Proposals: CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.
- (iv) The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal has been defined in the Data sheet.
- (v) Public opening & evaluation of the Financial Proposals: Financial proposals of only those Applicant/Bidders who are technically qualified shall be opened publicly on the date & time communicated in due course to the technically qualified Applicant/Bidders, in the presence of the Applicant/Bidders' representatives who choose to attend. The name of the Applicant/Bidders, their technical score (if required) and their financial score shall be read aloud.
- (vi) The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

(vii) On the last day of submission of bids, a list of bids received will be prepared with the names of the applicant/bidders. The bids will be opened by Tender Opening Committee (TOC) and shall be subsequently evaluated by CSC and date of opening of financial bids will be communicated in due course.

(viii) After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract for the particular zone. The methods of selections are described in the Data Sheet. This selected Applicant/Bidder will then be invited for negotiations, if considered necessary.

14 Negotiations

(i) Negotiations will be held at the date, time and address intimated to the selected bidders. The invited Applicant/Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Applicant/Bidder must have written authority to negotiate and conclude a Contract.

(ii) Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract.

15. Award of Contract

(i) After completing negotiations, the Employer shall issue a Letter of Intent to the selected Consultants and promptly notify all other qualified Applicant/Bidders who have submitted proposals, about the decision taken.

(ii) The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the contract within 15 days of issuance of the letter of intent.

(iii) The Consultant is expected to commence the Assignment/job upon the award of contract and deploy the staff at the specified cities/ state within 30 days of award of contract.

16. Performance Security

(a) Performance Security (Rule 171 of GFR 2017): To ensure due performance of the conduct, performance security [or Performance Bank Guarantee (PBG)] shall be provided by the applicant/Bidder who is awarded the contract. Performance security should be for an amount of three (3) per cent of the value of the contract as specified in the bid document. Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India, or online payment in an acceptable form, safeguarding the purchaser's interest in all respect.

17. MISCELLANEOUS

17.1 CORRUPT OR FRAUDULENT PRACTICES

- (i) NSKFDC requires that the Applicant/Bidders under this process observe the highest standard of ethics during the procurement and executions of this contract. In pursuance of this policy, NSKFDC:
 - (a) Defines, for the purpose of these provisions, the terms set forth as follow:
 - i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. “fraudulent practice” means concealment and/or misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NSKFDC, and includes collusive practice among Applicant/Bidders (prior to or after submission of application) designed to establish bid prices at artificial non-competitive levels and to deprive NSKFDC of the benefits of free and open competition.
 - (b) Will reject a proposal for award of work if it determines that the Applicant/Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (c) Will declare an Applicant/Bidder ineligible either indefinitely or for a stated period of time, for award of contract/contracts, if it at any time determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

17.2 AMENDMENT OF PRE-QUALIFICATION AND PROPOSAL DOCUMENT

- (ii) At any time prior to the deadline for submission of applications, NSKFDC may amend the Pre-qualification and proposal Documents by issuing addenda.
- (iii) Any addendum issued shall be part of the Pre-qualification and proposal Documents and shall be available on the website of NSKFDC.
- (iv) To give Applicant/Bidders reasonable time to take an addendum into account in preparing their applications, NSKFDC may, at its discretion, extend the deadline for the submission of applications

17.3 SIGNING OF THE APPLICATION AND NUMBER OF COPIES

17.3.1 The Applicant/Bidder shall prepare one original set of the Pre-qualification and proposal documents and clearly mark it “ORIGINAL”. The original of the application shall be typed and shall be signed by the Applicant/Bidder or persons duly authorized to sign on behalf of the Applicant/Bidder.

17.3.2 The original of the application shall either be typed or downloaded from website www.nskfdc.nic.in or <https://eprocure.gov.in> or written in indelible ink and duly filled all the pages of the original copy shall be signed by a person or persons duly authorised to sign on behalf of the Applicant/Bidder. All pages of the Pre-qualification and proposal documents, where entries or amendments have been made, shall be

initialled and dated by the person or persons signing the application. The document should be properly bounded and secured before submission. Loose or unsecured documents/pages are liable for rejection.

17.4 An authorized representative shall have the authority to conduct all business and incur liabilities related thereto for and on behalf of the organisation it represents, during the pre-qualification and proposal and during contract execution.

17.5 The Applicant/Bidder shall submit the original of the proposal Application in a sealed envelope. The proposal application must contain a Demand Drafts of requisite amounts as tender fee and EMD. Application without accompanying tender fee and EMD shall be summarily rejected. This envelope shall also contain two separate sealed envelopes containing technical and financial proposals respectively. Name of and zone for which the application is being submitted shall be written on each of these envelopes.

17.4 DEADLINE AND ADDRESS FOR SUBMISSION OF APPLICATIONS

17.4.1 Applications shall be submitted to NSKFDC by hand or through registered post or courier service at the address given in Data Sheet. **Delay due to late delivery of mail is the sole responsibility of the Applicant/Bidder.**

17.4.2 The Application should be addressed to:

General Manager
National Safai Karamcharis Finance and Development Corporation (NSKFDC),
NTSC, 3rd Floor, E-Block, NSIC, Okhla Industrial Area Estate-III, New Delhi –
110020.

17.4.3 All envelopes shall be titled "**REQUEST FOR PROPOSAL FOR IMPLEMENTATION OF NAMASTE**" in _____ zone (name of zone for which application is submitted)

17.4.4 **NSKFDC may, at its discretion, extend the deadline for the submission of applications, in which case all rights and obligations of NSKFDC and the Applicant/Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.**

17.5 LATE APPLICATIONS

17.5.1 Late applications received after due date and time of submission of pre-qualification application shall not be accepted.

17.6 CLARIFICATIONS OF APPLICATION

17.6.1 The Applicant/Bidders shall be evaluated on the basis of the application and documents submitted by them and NSKFDC shall not be under any obligation to seek any further information or clarifications.

17.6.2 Without prejudice to Clause 17.6.1, in order to assist in the evaluation of applications, NSKFDC may, at its sole discretion, ask any Applicant/Bidder for any clarification on its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing or through email.

17.6.3 If an Applicant/Bidder does not provide clarifications requested by the date and time set in NSKFDC's request or clarification, its application may be rejected.

17.6.4 It is clarified that Applicant/Bidders will not be required to submit on their own, additional information or material subsequent to the date of submission and such material if submitted, will be disregarded and shall not be considered for evaluation. The pages of the Pre-Qualification and proposal documents submitted shall be numbered serially and properly secured/bound.

17.7 RESPONSIVENESS OF APPLICANT/BIDDERS

17.7.1 NSKFDC may reject any application, which is not responsive to the requirements of the Pre-qualification and proposal documents.

17.8 Applicant/Bidders should note that this Pre-qualification and proposal Document is intended to provide preliminary information. The information contained herein shall not in any way be construed as binding on NSKFDC, its agents, successors or assignees.

17.9 The Decision of NSKFDC with regard to the pre-qualification of agencies/firms shall be final and binding. Applicant/Bidders will be deemed to have understood and agreed that no explanation or justification of any aspect of the pre-qualification process will be given and that NSKFDC's pre-qualification decisions are without any right of appeal whatsoever.

17.10 NSKFDC reserves the right not to proceed with the pre-qualification and selection procedure at any time without notice or liability.

17.11 All documents and other information supplied by NSKFDC or submitted by an Applicant/Bidder to NSKFDC shall remain or become the property of NSKFDC. Applicant/Bidders are to treat all information as strictly confidential. NSKFDC will not return any pre-qualification submissions.

17.12 NSKFDC will notify successful pre-qualified Applicant/Bidders. It will not entertain any query or clarification from Applicant/Bidder who fail to qualify.

17.13 Applicant/Bidder will be required to confirm and declare with the Pre-Qualification and proposal Application that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items or work related to this Pre-qualification process. They will have to further confirm and declare in the submittal that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not include any such amount.

18 GENERAL REQUIREMENTS

18.1 The Applicant/Bidder shall be responsible for obtaining relevant certificates or clearances from local civic authorities etc. NSKFDC shall extend necessary assistance wherever possible.

18.2 The Applicant/Bidder shall have an Internal Quality Assurance Program to ensure that all work is executed, checked and completed as per standards.

19 INFORMATION BY THE APPLICANT/BIDDERS

19.1 Applicant/Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the Pre-Qualification Document, application or Annexure is insufficient.

19.2 While responding to the proposal submission, Applicant/Bidders should demonstrate their capabilities, by providing material based on their experience, past performance,

their personnel, equipment and financials, including:

- (i) Capability to execute the project to the requisite standard and to monitor and control the project.
- (ii) Capability to programme and re-programme the work, monitor progress against programme and to utilise monitoring techniques.
- (iii) Capability to manage, supervise and undertake the work in a manner and to a quality commensurate with standards.
- (iv) Capability to undertake pro-actively and to manage contract interfaces and co-ordination.
- (v) Capability to execute the work in time by having adequate staff.
- (vi) The evaluation criteria, evaluation topics, scoring scheme and relative weightage are provided in Part V.

20 CORRESPONDENCE WITH APPLICANT/BIDDERS

- (i) The RFP document can also be downloaded from the website of NSKFDC www.nskfdc.nic.in. Intended Applicant/Bidders are required to watch the website of NSKFDC for all updates in connection with this pre-qualification and proposal document viz. Corrigendum, Addendum, clarifications tendered, Postponement of Submission schedules etc. NSKFDC shall not be responsible in any way on account of the intended Applicant/Bidder not noticing the updates.

Part III – SCOPE OF WORK

National Safai Karamcharis Finance and
Development Corporation

Part III: Scope of Work

1 Geographical Coverage

NAMASTE would be implemented in 500 AMRUT cities across all the 36 States/UTs. The requirement of PMU Managers is initially for 21 months. The successful bidders/consultant will be entrusted the work of one or more of the following zones for providing the PMU Managers:

Name of Zone	Name of States/UTs in Zone	No. of cities	No. of PMU Managers including Key Executive Managers	Approx. Estimated cost(Rs. in crores)
North	Delhi, Haryana, Himachal Pradesh, Punjab, Uttar Pradesh, Uttarakhand, UTs of Chandigarh, Jammu and Kashmir, Ladakh	116	75	8.66
West	Goa, Gujarat, Maharashtra, Rajasthan, UTs of Dadra & Nagar Haveli and Daman and Diu	107	66	7.62
Central	Bihar, Jharkhand, Chhattisgarh, Madhya Pradesh	77	47	5.43
East and North - East	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, Odisha, West Bengal	81	47	5.43
Southern	Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Telangana, UTs of Andaman Nicobar Islands, Lakshadweep, Puducherry	119	65	7.51
Total		500	300	34.65

The number of PMU Managers required may vary based on the readiness of the number of ULB and formation of clusters etc.

2 Proposed Scope of Work for PMU Managers under NAMASTE

2.1 The proposed number of PMU Managers shall be deployed as City Level PMU MANAGER

2.2 The PMU MANAGER deputed at the ULB of State Capital city will also work as State Level PMU MANAGER and will also support the Swachh Bharat Mission-Urban (SBM-U) units of the respective States for implementation of NAMASTE and monitor the City Level PMU Managers.

2.3 City Level PMU Managers will work with the SBM-U and DAY-NULM cells of the respective ULBs. They will operate from the office of the respective ULB and report to State Level PMU, i.e., State NAMASTE Manager (SNM), and the National Namaste Management Unit (NNMU). The City Level PMU Managers will support the respective ULB for survey, identification, enumeration and validation of Sewer/Septic Tank Workers (SSWs), their federation into self-help groups (SHG), enterprise formation, skilling and training and linkage to social entitlements & loan schemes and subsidies as per NAMASTE guidelines.

2.4 The City Level PMU MANAGER will be responsible for undertaking the following activities in the respective ULB to:

- (i) Survey of sewer/septic tank informal workers (SSWs), and their family, could be undertaken by PMU Manager, directly. Assistance of Local enumerators may be taken, if necessary with the approval of NSKFDC.
- (ii) To facilitate the validation of the survey data, the City Level PMU MANAGER will liaise with the ULB and support to identify, guide, coordinate and monitor with NGOs, CBOs, SHGs, etc. engaged by the ULB
- (iii) The Survey questionnaires and Survey App would be provided by NSKFDC. NSKFDC would conduct training of trainers on survey components (survey SOP, data collection tools, Survey App and validation).
- (iv) Facilitate and link SSWs with alternate livelihoods opportunities through NAMASTE or existing state and national livelihoods schemes/ missions.
- (v) Establish convergence to organize training for sanitation workers who wish to continue sanitation work, on occupational safety, mechanised work in sanitation and enterprise operations.
- (vi) Work with DAY-NULM (City Mission Manager, Community Organizers and Community Persons) to federate validated sanitation workers into SHGs.
- (vii) Facilitate delivery of state and national social and financial schemes/ entitlements to eligible SSWs and their dependents by working with concerned departments.
- (viii) Handhold sanitation workers and their family members in selection of appropriate livelihood options, filling up of loan applications, pursue with ULB for work assurance, pursue with Banks for sanction of loan, disbursal of loan, procurement of the machines/ equipment etc. and running of projects etc.
- (ix) Conduct assessment of requirement of equipment/ machines/ vehicles and trained workforce for full mechanization of sewer/ septic tank cleaning operations in the ULB in coordination with the nodal officer under SBM-U. Support in procurement of relevant machines, vehicles and equipment including PPE.
- (x) Undertake city-wide IEC campaign about the NAMASTE Scheme as per the state/ national advisories issued from time to time.
- (xi) Regular monitoring as per monitoring guidelines provided by NSKFDC
- (xii) Any other work assigned by NSKFDC for implementation of NAMASTE.

3 Role of TSU

At the national level, there would be a NNMU which would formulate policy, guidelines, design survey app, conduct relevant Training of Trainers (TOT), design MIS for monitoring and reporting of state and city level PMU's. The TSU will prepare performance matrix and

support capacity building of PMU. The review of the performance of the agency will be conducted by NSKFDC every three months.

4 Deliverables

The complete project deliverables alongwith respective timelines shall be the responsibility of consultant. The details of timelines and payment schedule are given in the table below,

S. No.	Deliverable	Timeline	Payment terms*
1	Mobilization Stage		5.00%
1.1	Inception report with work plan and deployment of PMU Managers	D + 1.5 months	5.00%
2	Survey and Validation of Sanitation Workers Households across 500 ULBs identified under NAMASTE. This activity includes the following tasks		20.00%
2.1	A report on training of enumerators and list of settlements for survey	D + 2 months	4.00%
2.2	A report on survey completion along with all data including photographs, maps, any other documents collected during the survey	D + 5 months	8.00%
2.3	A report on validated list of SWs with evidence	D + 6 months	8.00%
3	Occupational safety training and skilling of SSWs and distribution of PPE Kits		9.00%
3.1	A report on training/ RPL training/ upskilling of SSWs on occupational health and safety (Avg. 40 workers per ULB)	D + 8 months	5.00%
3.2	A report with evidence of PPE kits distributed to an average of 50% SSWs per ULB	D + 8 months	2.00%
3.3	A report with evidence of PPE kits distributed to an average of 100% SSWs per ULB	D + 10 months	2.00%
4	Skilling in alternate trade/ Entrepreneurship Development Programme (EDP)		13.00%
4.1	A report with evidence of registration/ enrolment from the skilling institutes (Average 40 SSWs/dependants per ULBs)	D + 10 months	3.00%
4.2	A report with Training & Certification of at least 90% registered SSWs	D + 14 months	5.00%
4.3	A report with evidence of at least 70% trained SSWs placed	D + 16 months	5.00%
5	Health Insurance coverage of SSWs under PM-JAY		16.00%
5.1	A report with evidence of at least 70% SSWs/dependents to receive PM-JAY card	D + 8 months	5.00%
5.2	A report with evidence of 100% SSWs/dependents to receive PM-JAY card	D + 12 months	4.00%
5.3	A report with an average of 10 entitlements per eligible SSW/ eligible dependent	D + 12 months	7.00%
6	Support SRU establishment		5.00%
6.1	A report with evidence of SRU established in 60% of the ULBs	D + 3 months	2.50%
6.2	A report with evidence of SRU established in 100% of the ULBs	D + 6 months	2.50%
7	SHG formation		5.00%
7.1	A report with evidence of an average of 60% SSWs per ULB federated as SHGs	D + 8 months	3.00%

S. No.	Deliverable	Timeline	Payment terms*
7.2	A report with evidence of an average of 100% SSWs per ULB federated as SHGs	D + 12months	2.00%
8	Capital Subsidy to SSWs/ dependents for projects in sanitation (vehicle/ equipment) alternate trade		24.00%
8.1	Avg. 10interested SSWs/ dependents per ULB submitted loan application for general self employment projects	D + 10 months	3.00%
8.2	Avg. 8 interested SSWs/ dependents per ULB submitted loan application for Sanitation Related Projects	D + 10 months	3.00%
8.3	A report with evidence of at least 50% loan applications for general self employment projects sanctioned	D + 14 months	3.00%
8.4	A report with evidence of at least 50% loan applications for Sanitation Related projects sanctioned	D + 14 months	5.00%
8.5	A report with evidence on Supporting all sanctioned cases for loan disbursement, accessing capital subsidy and starting projects	D + 16months	6.00%
8.6	A report comprising enterprise performance status as per the prescribed format (to be prepared by NSKFDC)	D + 18 months	4.00%
9	Follow up report	D + 21 months	3%

Note:

(1) D is the date of issue of Letter of acceptance of Tender.

(2) Payment could be made based on achievements of deliverables on submission of Invoice. In case the progress achieved in any deliverable is less than prescribed above, proportionate payment will be considered at the end of each quarter, for the number of ULBs for which NSKFDC has requested for deployment of PMU Managers.

5 Eligibility criteria for selection of PMU Managers

A. Essential:

- (i) **Graduate or Post Graduate degree from a recognized university** in urban planning, Social Work, public policy, business administration, Sociology, Anthropology, Commerce, Science or other related fields, with at least 55% marks.
- (ii) **Two years' relevant work experience in case of Graduate candidates**
- (iii) Excellent communication (both oral and written) in English and the official language of the State/UT of deployment.
- (iv) Computer proficiency in MS Office
- (v) Age between 21 years to 35 years.

B. Desirable:

- (i) Relevant work experience of two (02) years for Post Graduate Candidates.

5.1 Responsibility and Eligibility criteria for selection of Key Executive Managers

- (i) The number of Key Executive Managers resource per zone shall be 3 Nos.
- (ii) They shall be overall responsible for all deliverables, complete monitoring and liaison with the PMU Managers and SBM Officials NSKFDC TSU & MoSJE officials.
- (iii) They shall be full time staff of consultant during complete duration of project.
- (iv) The details of such Key Executive Managers are as follows:

SI. No.	Key Executive Manager	Educational Qualification & Experience
(1)	Team Leader	Masters in Economics, Business Management from reputed institutions. Minimum 5 years of experience in community outreach/skill development / livelihood filed.
(2)	Livelihood Expert	Masters in Economics, Business Management from reputed institutions. Minimum 5 years of experience in community outreach/skill development / livelihood filed/Social work.
(3)	Social Mobilization expert	Masters in Economics, Business Management from reputed institutions. Minimum 5 years of experience in community outreach/skill development / livelihood field/Social work

Desirable: Experience of working in Government organization.

Relevant work experience should be in the relevant field including sanitation, social/ community mobilization, capacity building, skilling, poverty alleviation, occupational health & safety, and community development; experience of working with city/ state governments or corporates;

The candidate should have temperament for working at grass root level with the deprived sections of society, excellent analytical capacity and the ability to synthesize relevant collected data and findings for the preparation of case studies and progress reports.

6 Selection of PMU Managers

The candidates shall be selected and deployed by the selected successful bidder/Consultancy Organisations in consultation with NSKFDC:

NSKFDC would make payments to the consultant upon successful completion of deliverables as per milestones.

7 Terms and Conditions to deploy the PMU MANAGER and Key Technical Managers

- a) **The consultant will arrange to make available adequate and suitable number of candidates as per the qualification and eligibility criteria prescribed as per section 5 by NSKFDC.**
- b) Candidates would be selected for particular zone and would generally be deputed in a particular cluster. A cluster is a group of average 4-6 ULBs covered under NAMASTE. However, they should be amenable to work anywhere in the selected Zone.
- c) The PMU MANAGER would work on full-time basis for the project and would not be allowed to engage themselves for any other project/ work during the duration of the NAMASTE project. Any changes in PMU MANAGER deployment would be only after approval of NSKFDC.
- d) The consultant would pay the remuneration of Rs 50000/- per month inclusive of applicable taxes and statutory dues to all the PMU Managers and key technical managers and would also be responsible for monthly and full payment of emoluments to them. The above average is calculated based on total remuneration paid per month and total Managers deployed per month.
- e) The consultant would also be responsible for payment of statutory dues and liabilities as per labour laws and other applicable laws by EPF/ESI Act.
- f) The consultant would be responsible for the conduct of the deployed Managers.
- g) PMU Managers will not be allowed to show any political affiliation during the project period. They will work without any favour with any section of the society.

- h) Any liability/ claims arising due to the conduct of Consultants or its deployed PMU MANAGER shall be that of the consultant
- i) The consultant will comply with other terms and conditions as per the RFP and such other terms as may be specified in the contract/ award letter or communicated subsequently
- j) The consultant would provide reports as per the schedule of deliverable required by NSKFDC from time to time.
- k) The Consultant/PMU MANAGER would be required to report on their working, progress and achievements on such periodicity and on such medium as may be directed by NSKFDC.
- l) Unless otherwise indicated in the RFP, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the employer in the course of the Services shall be confidential and become and remain the absolute property of the Employer. The consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.
- m) Except with the prior written consent of the Employer, the PMU MANAGER and the Key Executive Manager shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the applicant/bidder and the consultants/ Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- n) In addition to deployment of PMU, if required, the Consultant shall also be responsible to engage **Local enumerators , if necessary** with the approval of NSKFDC.

**Part IV(A) – TECHNICAL PROPOSAL
& APPLICATION FORMS**

**National Safai Karamcharis Finance
and Development Corporation**

FORM TECH-1: PRO-FORMA FOR LETTER OF APPLICATION

(On Letter Head of Organisation)

To

The General Manager
National Safai Karamcharis Finance and Development Corporation (NSKFDC), NTSC, 3rd
Floor, E-Block, NSIC, Okhla Industrial Area Estate-III, New Delhi – 110020, India.

(Applicant/Bidder to provide date and reference)

**Sub: APPLICATION FOR REQUEST OF PROPOSAL FOR “IMPLEMENTATION OF THE
“NATIONAL ACTION FOR MECHANISED SANITATION ECOSYSTEM (NAMASTE)”
for ___ Zone {North/ East/ South/ West/ Central-Strike out which is not
applicable}**

Dear Sir,

We, the undersigned, apply to provide the services for the project in accordance with your Request for Proposal. We are hereby submitting our proposal which includes technical proposal, financial proposal sealed under separate envelope and requisite EMD and Tender Fees. We declare the following:

- (a) We are duly authorized to represent and act on behalf of _____ (hereinafter the “Applicant/Bidder”)
- (b) We have examined and have no reservations to the Request for Proposal Document including Addenda No(s) _____.
- (c) We further declare that we have not engaged any agent or middleman for this process. We have not paid / will not be paying any commissions, gratuities or fees with respect to this process.
- (d) NSKFDC and/or its authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients.
- (e) This Letter of Application will also serve as authorisation for any individual or authorised representative of any institution referred to in the supporting information, to provide such information deemed necessary and as requested by NSKFDC.
- (f) NSKFDC and/or its authorised representatives may contact the following nodal persons for further information on any aspects of the Application:

Sl. No.	Name & Designation	Address	Telephone No/ Mobile No	E Mail
1				
2				

- (g) This application is made in the full understanding that:

- i. Applicant/Bidders and proposal for selection will be subject to verification of all information submitted.
 - ii. NSKFDC reserves the right to reject or accept any or all applications, cancel the pre-qualification/selection process without any obligation to inform the Applicant/Bidder about the grounds of same.
- (i) The undersigned declares that the statements made and the information provided in the application are duly complete, true, and correct in all respect. We also declare that no alteration has been made in pre-qualification/proposal documents downloaded. We also understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, or any discrepancy is found between the pre-qualification document submitted by us and the pre-qualification document issued by NSKFDC, the following action can be taken:
- a) Our name will be removed from the panel of pre-qualified agencies.
 - b) Any allocation of work on the basis of pre-qualification/proposal may not be considered and cancelled.
 - c) If any allocation of work is made to us on the basis of our pre-qualification/proposal document, the same may be withdrawn and cancelled without any financial claim / Arbitration request from our side.
 - d) We understand that one agency can be awarded the work of maximum 2 Nos zones. We have submitted proposals for more than one zones. In case our organisation qualifies for more than 2 zones, our order of preference for award of work would be as under:-

Preference	Name of Zone
Preference 1	
Preference 2	
Preference 3	
Preference 4	
Preference 5	

Signature of Authorized Signatory)

NAME.....

In the Capacity of

Signed

Duly authorized to sign the Application for and on behalf of

Date

Email:

Contact:

FORM TECH-2: CONSULTANT'S ORGANIZATION DETAILS

1. Details of consultant

a.	Name of consultant with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation	:	
f.	Name & Address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business	:	
	(ii) Date of Registration	:	
h.	Name of Bankers with full address	:	
i.	Service Tax Registration Number / GST (copy)	:	
j.	Permanent Account Number (Copy)	:	
k.	Are you presently debarred / black listed by any Government Department / Public Sector Undertaking / Any Employer? (If yes, please furnish details)	:	
l.	Name and details of (Tel/Mobile/email) of contact persons.	:	

2. In case of a JV/Consortium:

- a) The information above should be provided for all the members of the JV/consortium
- b) Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role (Specify Lead Member/Other Member)
1.		
2.		

FORM TECH-3: DETAILS OF WORK EXPERIENCE

(Ref. para 1.7.2(A) of part-1)

Applicant/Bidder's legal name

Details of work relating to technical support in Government Sector/Corporate Sector on poverty alleviation, community mobilization etc. for the last 10 years as on 31stMarch 2022

(Please use separate sheet for each work)

<i>Specific Experience</i>	
Name of work	
Award date	
Narrative description of project	
Nature of services provided by your organization.	
Value of contract (in Rs.)	
Stipulated date of Completion	
Actual date of completion	
Name of client organisation	
Client's Address: Telephone / Fax number: E Mail	

NOTE:

1. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Clients Certificate to be submitted.
3. Copy of work order, copy of agreement, bill wise details of payment received certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by the client shall be submitted.

FORM TECH-4 : FINANCIAL INFORMATION OF APPLICANT /BIDDER

Applicant/Bidder's legal name

(ALL AMOUNT IN INDIAN RUPEES)

S.N.	Description	Financial Data for Latest Last 3 Audited Financial Years				
		Year 2018-19	Year 2019-20	Year 2020-21	Total	Average
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 – 3]					
8.	Working Capital [=2 - 4]					
9.	Annual turnover					
<p>Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial years, as indicated above, complying with the following conditions.</p> <ol style="list-style-type: none"> 1. All such documents reflect the financial data of the Applicant/Bidder and not sister or Parent Company. 2. The FINANCIAL DATA in the above Annexure shall be duly certified by Chartered Accountant under his signature, stamp clearly mentioning membership number. 3. In case of JV/consortium, for the purpose of evaluation of financial parameters, the financial parameters of lead member shall be considered. 					<p>Name of Audit firm</p> <p>Seal/signatures of Audit Firm</p> <p>Date</p>	

(Signature, Name & Designation of Authorized Signatory)

FORM TECH-5 : DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

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

Technical Approach and Methodology, Work Plan, and Organization and Staffing:

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

b) Work Plan. The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-9.

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

FORM TECH-6 : CV of Key Experts in Organization for Zone

Applicant/Bidder's legal name

S. No	Name of Expert	Educational Qualification	Details of Relevant Project Experience including Previous Employments	No. of Years of Relevant Experience
1				
2				
3				
4				
5				
6				
7				
8				

*(Attach additional sheets if required)

All information should be supported by documentary evidence including certificates/ marks sheets in support of Educational Qualification.

FORM TECH-7 : UNDERTAKING FOR NOT BLACKLISTED

Applicant/Bidder's legal name

We do hereby undertake that we have not been blacklisted or deregistered by any Central / State government department or public sector undertaking and also that none of our work was rescinded by the client after award of contract during last five years.

Signature & Stamp of Applicant/Bidder or
Authorised

Signatory on behalf of the Applicant/Bidder

Each member of JV/Consortium should also submit separate undertaking individually.

**FORM TECH-8: UNDERTAKING FOR CORRUPT & FRAUDULANT
PRACTICE AND UNDERTAKING FOR NOT SUFFERING
BANKRUPTCY/INSOLVENCY**

Applicant/Bidder's legal name

It is confirmed and declared that we have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract.

We do hereby undertake that we have not suffered bankruptcy/insolvency during last three years.

Signature & Stamp of Applicant/Bidder or Authorised

Signatory on behalf of the Applicant/Bidder

Each member of JV/Consortium should also submit separate undertaking individually.

FORM TECH-9: WORK SCHEDULE

S.No.	Activity	Months												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12.....21	

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

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

Yours sincerely,

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

Part IV(B) – FINANCIAL PROPOSAL & APPLICATION FORMS

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE)

**National Safai Karamcharis Finance
and Development Corporation**

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE)

[Location, Date]

To: MANAGING DIRECTOR, NSKFDC

Dear Sirs:

We, the undersigned, offer to provide the services for **Implementation of the NAMASTE Scheme** in accordance with your Request for Proposal dated [Insert Date] and our Financial Proposal.

Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹] for ____ Zone. This amount is inclusive of all applicable taxes and statutory dues. We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

¹Sub Total (A) as per Form FIN 2

FORM FIN-2:

FINANCIAL BID FOR _____ ZONE

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE SUPERSCRIBING "FINANCIAL BID" FOR _____ ZONE)

Description (1)	Remuneration Rate (INR) per head per month (2)	No. of months (3)	No. of PMU Managers including Key Executive Managers (as per respective Zone as per table-1) (4)	Amount (INR) =Product of Column(2),(3) and (4) (5)
A. Remuneration of PMU Managers including Key Executive Managers	Rs. 50000/ per month	21		

Description (1)	Percentage (Above/Below) (2)	Quoted Percentage (rate), of amount in column (5) of 'A' above (In figures) (3)	Percentage rate of the amount of column (5) of 'A' above (In words) (4)	Amount (INR)={ (3)/100* Col(5) in A above } (5)
B. All other overhead expenses as percentage of amount in Column (5) of A above.				

GRAND TOTAL (A+B)	Amount in figures: Rs. Amount in words (.....)
--------------------------	--

*in case of any ambiguity between the figures in number and words, the figure in words would be considered.

Date:

Signature & Stamp of Applicant/Bidder or Authorised

Signatory on behalf of the Applicant/Bidder

Part V –EVALUATION CRITERIA

National Safai Karamcharis Finance and
Development Corporation

Part V - Evaluation Criteria

1.1 INTRODUCTION

This Part V, Evaluation Criteria contains the criteria, factors and methods that NSKFDC will use to evaluate the application. This Evaluation Criteria is prepared for evaluating the Applicant/Bidders for their suitability to execute the work of “Implementation of the “National Action for Mechanised Sanitation Ecosystem (NAMASTE)”

1.2 VALUATION FACTORS

To be Pre-qualified, the Applicant/Bidders are required to demonstrate their capabilities by providing information regarding their experience, past performance, their technical and organizational capability and financials.

1.3 EVALUATION CRITERIA

1.3.1 **Pre-Qualification:** The Applicant/Bidders will be first evaluated on the initial qualification criteria, which will act as an initial filter. The Initial Filter Criteria is in Appendix-A of Part V. **A “NO” answer in the case of any of the Criteria listed below will disqualify the Applicant/Bidder.** The Applicant/Bidders who do not pass these initial filter criteria will not be evaluated further and their application shall be summarily rejected.

Appendix-A – Initial Filter Criteria

S. No.	Pre-qualification criteria	Yes	No	Means of verification
1.	Has the Applicant/Bidder completed 10 years on 31.03.2022?			Certificate of incorporation to be attached
2.	Has the Power of Attorney (if applicable) been submitted in the name of authorized signatory/representative?			
3.	Whether Applicant/Bidders’ accounts have been audited upto 31.3.2021 or 31.12.2020 (as the case may be), by a firm of certified Chartered Accountants.			Audited account statement for the last 3 financial years to be attached.
4.	Whether the applicant has submitted requisite certificate or Certificate of Incorporation (Voluntary organization/ NGO should be mandatorily registered on the NGO Darpan Portal of the NITI Aayog, Govt. of India and have a valid UID No.)			In case of NGOs, registration number on the Darpan Portal (copy of Regn. Certificate)
5.	Whether Applicant/Bidder has a valid PAN Number, GST number (if applicable) and is registered with appropriate EPF/ESI authorities (if applicable).			A copy of the PAN card/GST No. to be attached
6.	Whether Applicant/Bidders have never been blacklisted or deregistered by any central/state government department or public sector undertaking,			Undertaking as per Form Tech-7

	Also, no work of the Applicant/Bidder has been rescinded by the client after the award of contract during last five years.			
7.	Whether the Applicant/Bidder have not suffered bankruptcy/ insolvency during last three years. The Applicant/Bidder should have to submit undertaking to this effect in the prescribed format as per Form TECH-8			Undertaking as per Form Tech – 8
8.	Whether the Tender Fee has been sent along with the RFP document? (Exempted, if relevant exemption certificate is attached)			Tender Fee/Exemption certificate to be attached.
9.	Whether the average annual turnover for the last three years is more than or equal to Rs. 5 crore			Audited account statement for the last 3 financial years
10.	Whether the applicant/bidder has requisite work experience (Refer para 1.7.2(A) of part-I)			Project Cost document approved by the client (to be attached)
11.	Whether the requisite EMD in prescribed form has been submitted?			
12.	Have all the pages required to be signed by the authorized representative of bidder/applicant been signed?			
13.	In case of JV/Consortium whether MoU has been submitted?			
14.	Is the financial proposal submitted in separate sealed cover?			
15.	Technical proposal does not contain any information related to financial bid.			

The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figures at simple interest rate of 7% per annum.

1.3.2 **Technical Evaluation:** Applicant/Bidders who meet the pre-qualification criteria will be technically evaluated based on the following scoring methodology. To qualify, the Applicant/Bidder must obtain a minimum of 60 marks as per the following evaluation criteria.

S. No.	Evaluation parameter	Maximum score
1	Average annual turnover for last three years (Form Tech-4)	30
	<i>More than INR 5 crore and up to INR 10 crore</i>	<i>20 marks</i>
	<i>More than INR 10 crore and up to INR 15crore</i>	<i>25 marks</i>
	<i>More than INR 15crore</i>	<i>30 marks</i>

2	Organisational Capability (Form Tech-3) Number of eligible projects undertaken by the Applicant/Bidder (Refer para 1.7.2(A) of part-I) Eligible projects – technical support consultancy services in field of urban poverty alleviation, community mobilization such as formation of self-help group in urban areas etc. during last 10 (ten) years period ending on 31.03.2022, in Government Departments/Public sector Undertaking (PSU) or urban local bodies or corporate, to national/ state/ city level government.	30
	<i>Minimum Number of projects as per eligibility</i>	<i>20 marks</i>
	<i>Above minimum but upto Double the number of above</i>	<i>25 marks</i>
	<i>More than double the number of projects</i>	<i>30 marks</i>
3	Experience and qualifications of key personnel in organisation	20
	<i>Minimum 5 Nos of staff Graduate/Post Graduate</i>	<i>15</i>
	<i>Upto 6-10 staff Graduate/Post Graduate</i>	<i>25</i>
	<i>More than 10 staff graduate/post graduates</i>	<i>30</i>
4	Technical Approach and methodology (to be attached)	10
5	Team mobilisation/ deployment plan (to be attached)	10
	TOTAL	100

1.3.3 **Financial Evaluation:** Applicant/Bidders who obtain a minimum 60 marks in Technical evaluation will be eligible for financial evaluation. Financial proposal of Applicant/Bidders who do not obtain the minimum score will not be opened and their Financial Proposal envelope will be returned unopened.

(BY REGISTERED/SPEED POST)

APPENDIX-B

(A) Sample letter of acceptance of tender

No..... Dated.....

The.....

From

GM,
NSKFDC

To

(Name and Address of the applicant/bidder)

Subject.....

(Name of the work as appearing in the tender for the work for ____ Zone)

Dear Sir (s),

Your Tender for the work mentioned above has been accepted on behalf of NSKFDC at your tendered/negotiated tender amount of Rs..... (Rupees.....only), which is% below/above the estimated cost of Rs. (Rupees.....only).

2. You are requested to submit the performance Guarantee of Rs..... (Rupees..... Only) within days of issue of this letter. The performance guarantee shall be in the prescribed form as provided in clause 1 of the General Conditions of contract for NSKFDC Works, and shall be valid up to

3. On receipt of the prescribed performance guarantee, necessary letter to commence the work shall be issued.

4. Please note that the time of (days/weeks/months) allowed for carrying out the above work shall be reckoned from the day after the date of issue of this letter.

Yours Faithfully,

GM

NSKFDC

(B) Sample letter for commencement of work

No.....

Dated.....

The.....

From

GM

NSKFDC

To

(Name and address of the Consultant)

Subject

(Name of the work as appearing in the tender for the work for ____ Zone)

Ref:

1. Performance Guarantee submitted by you vide your letter no dated..... for the above work.
2. This office letter of intent/acceptance of your tender issued vide no..... date.....

Dear Sir (s),

1. You are requested to contact the (complete address) for commencement of work.
2. You are requested to attend this office to complete the formal agreement within fifteen days from the date of issue of this letter.

Yours Faithfully

General Manager

NSKFDC

Form of Performance Security (Guarantee)

Bank Guarantee Bond-Format-I

In consideration of the NSKFDC having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called “the said Consultant(s)”) for the work(hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs..... (Rupees.....only) as a security/guarantee from the Consultant(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We..... (hereinafter referred to as “the Bank”) hereby undertake to pay to the NSKFDC an amount not exceeding Rs.....(Rupees..... Only) on demand by the NSKFDC.
2. We,..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the NSKFDC stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Consultant(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only)
3. We, the said bank further undertake to pay the NSKFDC any money so demanded notwithstanding any dispute or disputes raised by the Consultant (s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant(s) shall have no claim against us for making such payment
4. We,..... (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the NSKFDC under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till MD, NSKFDC or any officer authorised by him, on behalf of the NSKFDC certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharge this guarantee.
5. We,..... (indicate the name of the Bank) further agree with the NSKFDC that the NSKFDC shall have the full power without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Consultant(s) from time to time or to postpone for any time from time to time any of the powers exercisable by the NSKFDC against the said Consultant(s) and to forbear or enforce any of the terms and conditions relaxing to the said agreement and we shall not be relieved from

our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act of omission on the part of the NSKFDC or any indulgence by the NSKFDC to the said Consultant(s) or by any such matter or thing whatsoever which, under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid upto unless extended on demand by the NSKFDC. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the day of for (indicate the name of the Bank).

Form of Earnest Money Deposit Bank Guarantee Bond

WHEREAS, bidder ____ (Name of bidder) (hereinafter called the “bidder”) has submitted his tender dated ____ (date) for Implementation of NAMASTE in ____ Zone (name of zone) (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that we ____ (name of bank) having our registered office at ____ (hereinafter called “the bank”) are bound unto _____ {General Manager, National Safai Karamcharis Finance and Development Corporation(NSKFDC)} in the sum of Rs. (Rs. In words.....) for which payment well and truly to be made to the said NSKFDC, the bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this Day of 20.... THE CONDITIONS of this obligation are:

- (1) If after tender opening the bidder withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the bidder having been notified of the acceptance of his tender by the NSKFDC:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Applicants/Bidders, if required;

OR

- (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to Applicants/Bidders,

We undertake to pay to the NSKFDC either upto the above amount or part thereof upon receipt of his first written demand, without the NSKFDC having to substantiate his demand, provided that in his demand the NSKFDC will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

The Guarantee will remain the force upto and including the date*..... after the deadline for submission of tender as such deadline is stated in the Instructions to Applicants/Bidders or as it may be extended by the NSKFDC, notice of which extension(s) to be Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

SIGNATURE OF THE BANK

DATE.....

SEAL

WITNESS.....

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

PART-VII

STANDARD FORM OF CONTRACT

**National Safai Karamcharis Finance and
Development Corporation**

I Form of Contract

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[Note: *If the Consultant 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/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the "Consultant")."]

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Complete RFP Documents
 - (d) Technical and Financial Proposals and related documents
 - (e) Appendices
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories.*}]

General Conditions of Contract

1. General Provisions

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

(a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.

(b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under this Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) “Day” means calendar day.

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.

(g) “GC” means these General Conditions of Contract.

(h) “Government” means the Government of India

(i) “Local Currency” means Indian Rupees.

(j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.

(k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.

(l) “Personnel” means professionals and support staff provided by the Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

(m) Employer means representative of NSKFDC

(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) “Third Party” means any person or entity other than the “Employer”, or the Consultant.

(r) “In writing” means communicated in written form with proof of receipt.

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

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

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

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

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

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

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

Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

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

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

1.10 Fraud and Corruption

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

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

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

(iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

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

1.10.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or

through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

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

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

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

2.6 Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of,

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

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

2.7 Force Majeure

2.7.1 Definition

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

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

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

2.7.2 No Breach of Contract: The failure of a Party to 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.

2.7.3 Measures to be Taken:

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause

of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

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

2.9 Termination

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

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

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

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(e1) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

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

(a) If the “Employer” fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the “Employer” fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing

of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

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

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

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merint as assessed by it, if such part is of economic utility to the Employer. Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and

shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:

(a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

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

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

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, insurance, at own cost but on terms and conditions approved by the “Employer”, against the risks, and for the coverages specified in the SC, and (ii) at the “Employer’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

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

(a) Any change or addition to the Personnel listed in Appendix C.

(b) Subcontracts: The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services.

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

3.8 Documents Prepared by the Consultant to be the Property of the “Employer”: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the “Employer”:

Equipment, vehicles and materials shall be procured by the Consultant on its own and nothing shall be paid extra on its account.

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

4. CONSULTANTS’ PERSONNEL

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

4.2 Description of Personnel:

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer’s” written approval.

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

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

4.4 Removal and/or Replacement of Personnel:

(a) Except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

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

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

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

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

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

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

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

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

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

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

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

(b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services

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

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

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

6.2 Currency of Payment: All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

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

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

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

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

notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable, and which is accepted by the Employer.

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

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

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

9. Liquidated Damages

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

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

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

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

1. Performance Security

The Performance Security shall be provided to the Employer no later than the date specified in the letter of acceptance of tender and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

III. Special Conditions of Contract:

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>iii “Employer”: National Safai Karamcharis Finance & Development Corporation (NSKFDC)</p> <p>Attention:Mr.....</p> <p>Facsimile:</p> <p>iii Consultant :</p> <p>Attention:</p> <p>Facsimile:</p>
2	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer”:..... National Safai Karamcharis Finance & Development Corporation (NSKFDC)</p> <p>For the Consultant:</p>
	1.9	<p>(a) The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration number to the client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
4	1.10.3	Not Applicable
4	2.1	<p>The effectiveness conditions are the following:</p> <p>(iii) Approval of the contract by the Employer</p> <p>(ii) Appropriate security for advance payment acceptable to the</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>“Employer” (iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.</p>
5	2.2	The time period shall be one month
6	2.3	The time period shall be 15 days
7	2.4	The time period shall be Months
8	3.4	<p>Limitation of the Consultants’ Liability :</p> <p>Client shall not recover from the Consultant in contract or tort, including indemnification obligations under this assignment, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this assignment or otherwise relating to the services.</p>
9	3.5	<p>The insurance coverage against the risks shall be as follows:</p> <p>a)Professional indemnity insurance, with a minimum coverage of the <i>total ceiling amount of the Contract</i>.</p> <p>b)employer’s liability and workers’ compensation insurance in respect of the experts in accordance with the relevant provisions of the applicable law in the 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>c)insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services.</p> <p><i>Note: In case the Agency maintains Professional Indemnity Insurance as the umbrella policy for the entire organization, an undertaking from the authorized signatory would have to be submitted declaring that the professional services provided under this Contract are covered under the umbrella policy of the Agency.</i></p>
10	4.6	Not Applicable

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
11	6.1(b)	The ceiling in local currency is: [insert amount and currency]
12	6.3	<p>(i) 5% of the Contract Value will be paid in advance, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant.</p> <p>The First instalment of recovery shall be effected from each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be affected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts.</p> <p>(ii) Remuneration of Personnel as indicated in Financial proposal submission Form Fin 2, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan;</p> <p>.</p>
13	8.3	The Arbitration proceedings shall take place in New Delhi in India.
14	11	The Performance Security amount is 3.% (States to indicate as per their laws and rules) of the Contract value.

Binding signature of Employer Signed by

Binding signature of Consultant Signed by

(for and on behalf of _____ duly authorized vide Resolution No _____ dated _____ of the Board of Directors of _____)

In the
presence of
(Witnesses)

- 1.
- 2.