



**CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD  
CHENNAI- 600 002**

**CONTRACT NO:-----**

**REQUEST FOR PROPOSAL**

**FOR**

**CONSULTANCY FOR “-----”**

**SUPERINTENDING ENGINEER (CONTRACTS & MONITORING)  
CHENNAI METROPOLITAN WATER SUPPLY & SEWERAGE BOARD**

**No.1, Pumping station Road, Chintadripet. Chennai 600 002**

**Telephone: 044 – 28451300**

**E-mail :secandm@gmail.com**

## INDEX

<b>SL. NO.</b>	<b>CONTENTS</b>	<b>PAGE NO.</b>
<b>1</b>	<b>Section – 1 – Notice Inviting Proposal</b>	<b>3</b>
<b>2</b>	<b>Section – 2 – Information to Consultants</b>	<b>6</b>
<b>3</b>	<b>Section – 3 – Technical Proposals – Standard Forms</b>	<b>23</b>
<b>4</b>	<b>Section – 4 – Financial Proposals – Standard Forms</b>	<b>33</b>
<b>5</b>	<b>Section – 5 – Terms of Reference</b>	<b>37</b>
<b>6</b>	<b>Section – 6 – Standard Form of Contract</b>	<b>40</b>
<b>7</b>	<b>General Conditions of Contract</b>	<b>46</b>
<b>8</b>	<b>Special Conditions of Contract</b>	<b>66</b>
<b>9</b>	<b>Appendices</b>	<b>100</b>
<b>10</b>	<b>Annexures/ Drawings</b>	

**SECTION - 1**

**CHENNAI METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD**

**NOTICE INVITING PROPOSAL (NIT) THROUGH E-PROPOSAL**

**PROPOSAL NO.CNT-----**

**Consultancy for “-----”.**

1. CMWSS Board now invites proposals for Consultancy for the “-----”.
2. The source of fund for this Consultancy work is from ----- fund.
3. The Terms of Reference (ToR) and Data sheet mentioning the requirement of the concerned Request for Proposal are furnished
4. Request for Proposal will be available and e-bid submission is permitted through online proposal portal/website [www.tnproposals.gov.in](http://www.tnproposals.gov.in). Bid documents available in the portal from ----- to -----.  
**Bid submission closing date is ----- upto 03.00PM. Date and time for opening the bid on --- ----- after 03.30PM.** If the office happens to be closed on the date of receipt of the proposals as specified, the proposals will be opened on the next working day at the same time and venue. A pre-proposal meeting open to all prospective firms will be held on -----@ **11.30hrs** in the OFFICE OF THE SUPERINTENDING ENGINEER (CONTRACTS & MONITORING), CMWSS BOARD, 4th Floor, No.1, Pumping station road, Chintadripet, Chennai-600 002. The Clarification/Amendments if any in the Pre-bid meeting will be published only in the web site [www.tnproposals.gov.in](http://www.tnproposals.gov.in). The prospective firms will have an opportunity to obtain clarification regarding the scope of the work, terms of reference, contract conditions and any other pertinent information.
5. Consortium Proposals are not accepted for this consultancy.
6. Interested consultants may reach the website [www.tnproposals.gov.in](http://www.tnproposals.gov.in) and can upload the Request for Proposal (RfP) in the portal.
7. Validity of Bid – **90 days** after the date for bid submission.
8. Single cover bidding procedure will be adopted conforming to the Tamil Nadu Transparency in Proposals Act, 1998 and Rules, 2000. The consultant will be selected in accordance with the procedures set out in the document.
9. **Earnest Money Deposit :**
  - 09.01 The Firm shall furnish, as part of his Bid, an E M D for an amount of Rs.\_\_\_\_\_
  - 09.02 The firm should submit the EMD by online transfer only through proposal Portal. The Firm shall submit scanned copy of online transaction statement towards EMD along with RfP.
  - 09.03 The proposal not accompanied with the requisite EMD in the specified form and manner will be summarily rejected.



10. Contract period for completion of the consultancy :-----

11. Address for Information, & Opening of Proposals:

OFFICE OF THE SUPERINTENDING ENGINEER( CONTRACTS &  
MONITORING),CMWSSB, 4th Floor, CMWSSB, No 1, Pumping station road,  
Chintadripet, Chennai-600 002  
Phone No.044-28451300, 044-29520299, Extn.254  
Email:secandm@gmail.com

**SECTION – 2**  
**INFORMATION TO CONSULTANTS**

**1. INTRODUCTION**

The Chennai Metropolitan Water Supply & Sewerage Board otherwise called Metro Water or CMWSSB (client) now invites online proposals from eligible consultants for award of **Consultancy for “-----”**.

- 1.1** The Consultants are invited to submit a technical and a financial proposal as specified in the Data Sheet (the proposal) for this Assignment.
- 1.2** The Assignment shall be implemented in accordance with the Terms and Conditions specified in the Data Sheet, General Conditions of Contract (GCC) & Special Conditions of Contract (SCC) and other sections of the Document.
- 1.3** The Consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the Assignment and on the local conditions, Consultants are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal meeting specified in the Data Sheet.
- 1.4** The Client will provide the inputs specified in the Data Sheet, and will assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5** Please note that (i) the costs of preparing the proposal, including visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.6** The Client requires that Consultants provide professional, objective and impartial advice and at all times hold the Client’s interests paramount, without any consideration for

future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

**1.7** It is the Client's policy to require that the Consultants observe the highest standard of ethics during selection and execution of any contracts. In pursuance of this policy, the Client:

- a) defines, for the purposes of this provision, the terms set forth below as follows
  - i. "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "Obstructive practice" is:
    - 1) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Employer investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.

**1.7.1.** A Consultancy Firm or prospective firm shall be deemed to have a Conflict of Interest, if the Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract, if,-

- a) any other prospective firm or a member of consortium or any associate or constituent thereof have common controlling shareholders or other ownership interest; or
- b) a constituent of such prospective firm is also a constituent of another prospective firm.

Provided that 'constituent' in such cases will not include the provider of a proprietary technology to more than one applicant; or

- c) such prospective firm, or any associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant or Respondent, or any associate thereof has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant or Respondent, its member or any associate thereof; or
- d) such prospective firm has the same legal representative for purposes of the Proposal Proceedings as any other prospective firm; or
- e) such prospective firm, its member or any associate thereof, has a relationship with another prospective firm, or any associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Response of either or each other; or
- f) such prospective firm, its member or any associate thereof, has participated as a consultant to CMWSS Board in the preparation of any documents, design or technical specifications of the Project; or
- g) if any legal, financial or technical advisor of CMWSS Board in relation to the Project is engaged by the prospective firm, its member or any associate thereof, as the case may be, in any manner or matters related to or incidental to the Project:

**1.8** Consultants shall furnish information as described in the financial proposal submission form on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to contract execution if the firm is awarded the contract.

**1.9 Bid Security:**

The firm should submit the EMD by online transfer only through proposal Portal. The Firm shall submit scanned copy of online transaction statement towards EMD along with RfP.

The proposal not accompanied with the requisite EMD in the specified form and manner will be summarily rejected.



**1.10. Deleted**

**1.11 Only One Proposal**

The Consultant shall submit only one Proposal in its own name. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

**1.12 Sub- Contracting**

The Consultant shall not subcontract the whole of the Services.

**2. DOCUMENTS COMPRISING THE PROPOSALS**

**2.1** Consultants requiring a clarification of the Documents must notify the Client, in writing, well in advance i.e. two days prior to the date of submission of the bid. Any request for clarification must be sent in writing, by surface -mail, E-mail to the Client's address indicated in the Data Sheet. If there are any clarifications, this may be obtained online through the e-proposal site, or thro' the contact details. Firm should take into account the corrigendum published before submitting the bids online.

**2.2** At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a consulting firm, modify the Documents by amendment. Any addendum thus issued shall be part of the bidding documents and shall be posted online. It is the firms' responsibility to verify the online proposal portal for the latest information related to this bid document. The Client may also at its discretion extend the deadline for the submission of proposals.

**3 PREPARATION OF PROPOSAL**

**3.1** Consultants are requested to submit a technical and a financial proposal.

**Technical Proposal**

**3.2** In preparing the Technical Proposal, Consultants are expected to examine all terms and instructions included in the Documents in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

**3.3** While preparing the technical proposal, Consultants must give particular attention to the following:

- i) Deleted
- ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm.
- iii) It is desirable that the majority of key professional staff proposed be permanent employees of the firm unless otherwise indicated in the data sheet or have an extended and stable working relation with it.
- iv) Proposed professional staff must have at least the experience indicated in the Data sheet, preferably under conditions similar to those prevailing in Tamil Nadu, India.
- v) Alternative professional staff shall not be proposed and only one Curriculum Vitae may be submitted for each position;
- vi) A good working knowledge of the Language specified in the Data Sheet is essential for key professional staff on this Assignment.
- vii) Reports to be issued by the Consultants as part of this assignment must be in the Language(s) specified in the Data Sheet.

**3.4** The Technical Proposal should provide the following information, using the attached Standard Forms (Section 3)

- i) A brief description of the Consultant's organization and an outline of recent experience on assignments (Section 3 B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount and firm's involvement along with the client certificate for having satisfactorily completed that assignment/ consultancy.
- ii) Any comments or suggestions on the ToR and on the data, a list of services and facilities to be provided by the client (Section 3C).
- iii) A description of the methodology and work plan for performing the assignment. (Section 3D)
- iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member and their timing. (Section 3E)

- v) Curriculum Vitae (C.V.) of the proposed professional staff has to be signed by the concerned Key Expert and authorized representative submitting the proposal (Section 3F). Key information should include no. of years working for the firm/entity and degree of responsibility held in various assignments during the last ---- years.
- vi) Estimates of the total staff effort (professional and support-staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member. (Section 3G and 3 H)
- vii) A detailed description of the proposed methodology, staffing and monitoring of training, if the Data Sheet specifies training as a component of the assignment.
- viii) Any additional information requested in the Data Sheet.

**3.5** The technical proposal must not include any financial information.

### **Financial Proposal**

- 3.6** In preparing the financial proposal, Consultant is expected to take in to account the requirements and conditions of the documents. The Financial Proposal should follow Standard Forms. (Section 4). It lists all costs associated with the Assignment, including
- (a) remuneration for staff (in Indian Rupee in the field and at headquarters),
  - (b) reimbursable such as subsistence transportation and services and equipment, insurance, printing of documents, surveys etc. If appropriate these cost should be broken down by activity and only in Indian Rupees.
- 3.7** The financial proposal should clearly identify, as a separate amount, the local taxes, duties, fees, levies and other impositions imposed under the applicable law, on the Consultants unless the Data Sheet specifies otherwise.
- 3.8** Costs shall be expressed only in Indian Rupees.
- 3.9** Commissions and gratuities, if any, paid or to be paid by Consultants and related to the Assignment will be listed in the Financial Proposal submission form. (Section 4 A)
- 3.10** The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to

complete negotiation within this period. If the client wishes to extend the validity period of the proposals, the Consultants who do not agree have the right not to extend the validity of their proposals.

### **Procedure for E-submission**

- 3.11. Firm should do the registration in the—proposal site using the option available. Then the Digital signature registration has to be done with the token, after logging into the site. Thee-token may be obtained from one of the authorized Certifying authorities such as SIFY/TCS/n Code etc. The list of address of the DSC vendors can be seen in [https://tnproposals.gov.in/nicgep/app?component=%24DirectLink\\_0&page=DSCInfo&service=direct&session=T&sp=SDSC](https://tnproposals.gov.in/nicgep/app?component=%24DirectLink_0&page=DSCInfo&service=direct&session=T&sp=SDSC) Address.pdf

Firm then should login to the site using user id and the corresponding passwords.

- i. The e-token that is registered should be used by the firm and should not be misused by others.
- ii. After downloading the proposal schedules, the Firm should go through them carefully and then submit the documents as directed, otherwise, the bid will be rejected.
- iii. If there are any clarifications, this may be obtained on line through thee-proposal site, or thro' the contact details. Firm should take into account the corrigendum published before submitting the bids online.
- iv. Firm, in advance, should get ready the bid documents to be submitted as indicated in the proposal schedule and they should be in the prescribed format.
- v. The firm should read all the terms & conditions mentioned in the bid document and accept the same to proceed further to submit the bids.
- vi. The Firm has to submit the proposal document online well in advance before the prescribed time to avoid any delay or problem during the e-submission process.
- vii. The CMWSS Board will not be held responsible for any sort of delay or the technical difficulty faced in the submission of proposals online by the firms.

- viii. The firm should submit the bid documents by online mode through the site (<https://tnproposals.gov.in>)
- ix. The online Bidding superscribed as Technical and Financial and should follow the form given in the "Supplementary Information" for Firms
- x. The online bidding superscribed as "Price Bid" contains Price Bid Documents.
- xi. The Bid shall be digitally signed using DSC token on behalf of the Firm. All pages of the Bid where entries or amendments have been made shall be digitally signed using DSC token while uploading the bid.
- xii. The proposing system will give an ACKNOWLEDGEMENT message only after successful uploading of all the required bid documents. The ACKNOWLEDGEMENT is the bid summary. With the Bid No., Date & Time of submission of the bid with all other relevant details. The documents submitted by the firms will be digitally signed with the e-token of the firm and then submitted.
- xiii. The ACKNOWLEDGEMENT should be printed and to be kept as a token of the submission of the bid. The ACKNOWLEDGMENT will act as a proof of bid submission for a proposal floated and will also act as an entry point to participate in the bid opening date.
- xiv. Firm should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, firm only is responsible.
- xv. Each document to be uploaded through online for the proposals should be less than 2 MB, If any document is more than 2 MB, it can be reduced through zip format and the same can be uploaded. It may be however noted that. If the file size is less than 1 MB the transaction uploading time will be very fast.
- xvi. The time setting fixed in the server side & displayed at the top of the proposal site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-proposal system. The firms should follow this time only, during bid submission.
- xvii. All the data being entered by the firms would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The

data entered will not be viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening. Overall, the submitted proposal documents become readable only after the proposal opening by the authorized individual.

xviii. The Confidentiality of the bids is maintained since the secured Socket layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

3.12. The "Technical" and "Financial" proposals must be submitted online through two separate formats following the formats/schedules given.

The Technical and Financial proposal must be submitted simultaneously in the prescribed format shall contain the digitally signed document using DSC token in the online bidding.

3.13 The Firms have to download the bid documents from the Proposals Portal and submit the bids by Online through proposal Portal.

#### The Submission of Proposals:

3.14 The proposals shall be uploaded in two parts, viz, Technical and financial and should follow the form given in the "Supplementary Information for Firms." The proposal shall be submitted through online only.

#### **4. Opening of proposal**

4.1 The proposal containing Technical & Financial will be opened by the officials of CMWSS Board in its office at **15.00 hours on -----**.

#### **5. PROPOSAL EVALUATION**

##### **General**

**5.1** From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Consultant's proposal.

**5.2** A two-stage procedure will be adopted in evaluating the proposals: (i) a technical evaluation, which will be carried out and; (ii) a financial evaluation of these Consultants who have scored the Minimum marks to pass in the technical bid as indicated in the Data sheet.

### **Evaluation of Technical & Financial Proposal**

**5.3** CMWSSB will carry out the evaluation proposals on the basis of their responsiveness to the ToR, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be attributed a technical score (St). A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score as indicated in the Data Sheet. The consultants that have secured the minimum technical score will be taken up further financial evaluation.

The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of all the proposals will be computed as follows:  $Sf = 100 \times Fm/F$  (Fm is the lowest price among the Consultancy Firms and F is the price of the proposal under consideration of the Consultancy Firm).

**5.4** Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 70 % for technical proposal and 30% for financial proposal.

$$S = St \times 0.70 + Sf \times 0.30$$

**5.5** The Consultant securing the highest combined score will be invited for negotiations.

### **6. NEGOTIATIONS**

**6.1** Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

**6.2** Negotiations will include a discussion of the technical proposal, the proposed methodology (work plan), staffing, Man-months cost and any suggestions made by the firm to improve the Terms of References (ToRs). The Client and firm will then work out agreed final ToR, the staffing and bar charts that will indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. The agreed Work Plan and final ToR will then be incorporated in the "Description of Services" and form part of the Contract. Special attention will be paid to optimize the required outputs from the Consultants within the available budget and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Assignment.

- 6.3** Prior to the expiry period of proposal validity, the Client will notify the successful Consultant who has submitted the proposal with the highest combined score by registered letter, E-Mail and invite it to negotiate the contract.
- 6.4** Having selected Consultants, among other things, on the basis of an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal and, prior to contract negotiations, will require assurances that these experts will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health. If this is not a case and if it is established that key staffs were offered in the proposal without confirming their availability, the firm may be disqualified.

#### **7.0. AWARD OF CONTRACT**

- 7.1. The Contract will be awarded after negotiations with the successful Consultant. Upon successful completion, the Client will promptly inform the other Consultants that their proposals have not been retained.
- 7.2. The successful Consultancy Firm/ bidder will be invited for signing agreement. The Consultancy Firm/ bidder is requested to furnish a performance security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized / scheduled Bank in India taken in favour of —Managing Director, CMWSS Boardll payable at Chennai, valid for a period of ----- months. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.
- 7.3. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
- 7.4. The Earnest Money Deposit may be forfeited



(i) If the Consultancy Firm withdraws the tender after Tender opening during the period of validity of the tender.

(ii) If the Consultancy Firm withdraws the Tender after the issue of letter of acceptance of his Tender. (iii) In the case of a successful Consultancy Firm, if the Consultancy Firm fails within the specified time limit to:

- furnish the required performance security or
- sign the Agreement
- accept the Letter of Award

(iv) If the Consultancy Firm has furnished incorrect information on qualification and experience.

7.5. The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## **8. CONFIDENTIALITY**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

**DATA SHEET**  
**Information to Consultants**

**Clause Reference**

- 1.1 The name of the Client: **Chennai Metropolitan Water Supply and Sewerage Board (CMWSS Board)**
- The method of selection is :**Quality-and-Cost Based Selection (QCBS)** as indicated in the document.
- The name of the Assignment is: “-----.”
- 1.2 Technical and Financial Proposals are required: **Yes** to be uploaded.(single cover system)
- 1.3 Bid Security: Rs.----- through online transfer.
- 1.4 Duration of- the Assignment :-----
- 1.5
- |   |   |   |
|---|---|---|
| Pre-proposal meeting                    | : | <b>Yes</b>  |
| Date, Time & Venue                      | : | ----- <b>@ 11.30 hours</b><br>CMWSS Board, Chintadripet, Chennai-600002                           |
| The name and address of the Official is | : | Superintending Engineer<br>(Contracts & Monitoring), CMWSS Board,<br>Chintadripet, Chennai-600002 |
- 1.6
- |                   |   |   |
|-------------------|---|---|
| Language prepared | : | English. Reports must be written in English |
|-------------------|---|---|
- 2.0
- |                   |   |  |
|-------------------|---|--|
| The Documents are | : | ToRs, Draft form of Contract, Appendices etc., for the consultancy |
|-------------------|---|--|
- 2.1
- |   |   |            |
|---|---|------------|
| (i) Majority of key professional Staff to be Permanent employees of the consultants | : | Preferable |
| (ii) The minimum required experience of the proposed key staff is in                | : | Table 1    |

**Table – 1**

**A. During the Implementation of the Project:**

**The C.V.s of the following key personnel will be considered for evaluation**

Sl. No	Category Name	Minimum educational qualification and Discipline	Overall Years of Experience (min)	Qualification and expertise required	No required	Estimated Man months
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note: The above key personnel are the minimum requirement as estimated by the client. However, the Consultants may increase the strength of key personnel and other supporting staff required as per method of consultancy. However, no additional payment will be made. The Consultants shall indicate the name of the personnel who has to be awarded marks for evaluation purpose.

**2.2** The no. of points to be given under each of the evaluation criteria are as follows:

**Points**

i) <b>Specific Experience of the Consultancy firm related to the assignment</b>	<b>- 30</b>
ii) <b>Qualifications and Competence of the key staff for the assignment</b>	<b>- 70</b>
<b>Total</b>	<b><u>100</u></b>

i. **Specific Experience of the Consultancy firm related to the assignment** (Experience of the firms during the last --- years will be considered during the evaluation). For the Projects other than similar / Relevant to the assignment, no marks would be awarded. **30**

**The Consultancy firm should have experience in consultancy for----- for a minimum of -----would be considered for evaluation.**

The marks for following items will be awarded as follows:

- (i) Experience in ----- (only plants designed and rehabilitation and successful completion or currently undergoing execution under this consultancy will be taken into account for evaluation.) 100

3 or more projects = 100  
 2 Projects = 90  
 1 Project = 80

**ii. Qualifications and Competence of the key staff for the assignment- Points 70**

The following key staff only will be evaluated. The respective weightages are :

**Table – 2**

S. No	Key Professionals	Maximum marks assigned for scoring of 70 marks for each category
1		
2		
3.		
4		
5		
6		
7		
8		
9		
	Total	70

The qualification of staff will be evaluated based on the following criteria:

**Technical Experts**

**(A) General Qualifications**

**35**

**(B) Adequacy for the assignment**

**65**

**Total**

**100**

**I Team leader --SL.No.1 of Table – 1**

**100**



**(B) Adequacy for the assignment**

**65**

i. Experience

3 or more Projects	=	-----
2 Projects	=	-----
1 Project	=	-----

**Note:** The marks assignment on the above basis for individual key staff of various categories will be added and then the total score would be used for calculating the proportionate marks to each category of each staff equivalent on the maximum marks indicated in the table-2 and then totalled.

**The minimum technical score required to pass is 50**

Only the firm getting minimum pass marks of 50 will be considered for further evaluation financial bid.

The formula for determining the financial scores is the following:

( $S_f = 100 \times F_m/F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price among the Consultancy Firms and  $F$  is the price of the proposal under consideration of the Consultancy Firm).

The weights given to the technical and financial proposals are:

**T = 0.70 and F = 0.30**

The Consultant securing the highest combined score will be invited for negotiations.

2.2.1 The Address for negotiation is: SUPERINTENDING ENGINEER  
(CONTRACTS & MONITORING)  
4th Floor, CMWSSB, No 1, Pumping station road,  
Chintadripet, Chennai-600 002

2.2.2 Commencement of Assignment: The assignment is expected to commence immediately on receipt of Letter of Acceptance and execution of agreement for this work.

2.2.3 The assignment location as per the -----.

### SECTION - 3 TECHNICAL PROPOSAL - STANDARD FORMS

3A	Technical Proposal submission form
3B	Firm's references
3C	Comments and suggestions of Consultants on the Terms of Reference and on data services and facilities to be provided by the client
3D	Description of methodology and work plan for performing the assignment
3E	Composition of the Team Personnel and task(s) of each Team Member
3F	Format of Curriculum Vitae (CV) for proposed professional staff
3G	Time schedule for professional personnel
3H	Activity (work) schedule
3I	Code of Conduct (ESHS) – Not applicable

**3A -TECHNICAL PROPOSAL SUBMISSION FORM**

**From**

**To**

-----  
-----  
-----  
-----

-----  
-----  
-----  
-----

Sir,

Sub: Consultancy Service for "-----"- Technical Proposal.

I/We the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal in the e-proposal. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

(i) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.

(ii) We have no conflict of interest in accordance with ITB 1.7

(iii) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to Disqualification/Debaring done due to consulting services provides by any State/ Central Government Departments, Undertakings/ Boards/ Corporations, Urban Developments Authorities etc.

(iv).Deleted.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of the firm

Address



### 3 B – FIRM’S REFERENCES

#### Relevant Services carried out in the Last ten years that best illustrate Qualifications

Using the format below providing information on each reference assignment for which your firm/entity either individually or as a joint venture, was legally contracted.

Assignment Name	:	Country/location	:
Location within Country	:	Professional staff provided by your firm/entity	:
Name of Client	:	No. of Staff	:
Address	:	No. of Staff- Months, duration of assignment	:
Start Date (Month/Year)	:	Completion Date (Month/Year)	:
Approx. value of Services	:	Name of the joint venture, if any	:
No. of Months of Professional Staff provided by JV	:		

Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:

Narrative Description of Project : \*\*

**\*\*The Client Certificate for having satisfactorily completed or under progress the Assignment / Consultancy has to be enclosed for each work.**

Description of Actual Services Provided by your Staff:

Consultants / Firm’s Name:

**3C – COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

On the Terms of Reference

1

2

3

4

5

On the Data, services and facilities to be provided by the client indicated in the Terms of References

1

2

3

4

5

**3D - DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE  
ASSIGNMENT**

**3 E- COMPOSITION OF THE TEAM PERSONNEL AND TASK(S) OF  
EACH TEAM MEMBER**

**1 Technical/Managerial Staff**

S.No.	Name	Position	Task
1.			
2.			
3.			
4.			
5.			
..			
..			
..			
..			

**2 Support Staff**

S.No.	Name	Position	Task
1.			
2.			
3.			
4.			
5.			
..			
..			

**3 F- FORMAT OF CURRICULUM VITAE (CV) FOR  
PROPOSED PROFESSIONAL STAFF**

Proposed position :-----

Name of firm :-----

Name of Staff :-----

Profession :-----

Date of Birth :-----

Years with Firm :-----

Nationality :

Membership of Professional Societies:-----

Detailed Tasks Assigned -----

-----

**Key Qualifications**

*(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe **degree of responsibility held** by staff member on relevant previous assignments and give dates and locations. Use upto half a page).*

-----

**Education**

*(Summarize College/University and other specialized education of staff member, giving names of colleges, dates attended and degrees obtained, Use up to a quarter page).*

-----

**Employment Record***(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed along with client references. Use up to three-quarters of a page).*

-----

**Language**

*(Indicate proficiency in speaking reading and writing of each language by "excellent", "good", "fair", or "poor").*

-----

**Certification**

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly described myself, my qualifications and my experience.

-----Date:-----

Signature of Staff being proposed

Signature of Staff Member and authorized official from the firm

**3 G – TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

Sl. No	Name	Position	Reports Due / Activities	Weekly wise (in the form of bar chart)														Number weeks	
				1	2	3	4	5	.	.	.	.	.	.	-	-	12		13
1																			Subtotal (1)
2																			Subtotal (2)
3																			Subtotal (3)
4																			Subtotal (4)
5																			
6																			
7																			
8																			
9																			

Signature:

Reports Due :

(Authorized Representative)

Activities Duration:

Full Name & Address:

### 3 H. ACTIVITY (WORK) SCHEDULE

Sl. No	Item of Activity (Work)	Weekly wise program (in the form of chart)														
		1	2	3	4	5	.	.	.	.	.	.	-	10	11	13



## **SECTION 4 - FINANCIAL PROPOSAL – STANDARD FORMS**

- 4 A - Financial Proposal submission form
- 4 B - Summary of Cost

**4A – FINANCIAL PROPOSAL SUBMISSION FORM**

FROM

\_\_\_\_\_

\_\_\_\_\_

TO

\_\_\_\_\_

\_\_\_\_\_

Sir,

Sub: Engaging Consultants for“-----”- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory:  
Name & Address of the Firm:

#### 4 B – SUMMARY OF COSTS

During the period of Conducting consultancy studies for -----.

Name of the Key & non key personals should be attached separately.

#### Cost Estimate of Services

##### I. Remuneration to Staff:

S. No.	Descriptions of activity	Quantity/nos	Rate Amt in Rs	Man Months/ days	GST@18%	Total Cost Amount in Rs
I	<b>Key Professionals</b>					
1	Team leader					
2	Process expert					
3	Civil Structural Expert					
4	Electrical expert					
5	Mechanical expert					
6	Instrumentation expert					
7	Contract/ Procurement expert/Estimation					
8	Hydraulic Design expert					
9	Draftsman- AutoCAD & GIS base map works					
II	<b>Non-Key Staffs</b>					
10	Supporting staff					
III	<b>Conveyance &amp; transportation cost - Local &amp; site</b>					
11	Cost towards vehicle hire cost / transport for travel at site - for site visit & inspection meetings (to & fro) for the experts and support engineer for field survey and related works.					
IV	<b>Admin, Office expenses, reports printing and documentation</b>					

S. No.	Descriptions of activity	Quantity/nos	Rate Amt in Rs	Man Months/days	GST@18%	Total Cost Amount in Rs
12	Towards printing of inception report, DPR, drawings & GPS mapping					
V	<b>Field survey works</b>					
13	Carry out topographical survey for the two WTP sites capturing of existing infrastructures in the WTP site, including preparation of plant layout, etc					
14	Geotechnical/ soil investigation works for the two WTP including preparation of soil investigation reports					
15	Carry out structural stability test for existing structures in the two WTP sites					
16	Water sampling test - External NABL accredited lab					
	<b>Total</b>					

**Note:** i). Cost for any task additionally involved to complete the project is included in the quoted price. Hence, the firm should quote accordingly.

ii). Payment will be made as per stipulations of the special contract conditions (SCC).

**SECTION-5  
TERMS OF REFERENCE**

**1.0 OBJECTIVE**

The objective of the consultancy is to conduct studies for -----.

**2.0 SCOPE OF WORK**

The scope of this consultancy work includes but is not limited to:

-----

**Final Outputs**

**The final outputs of this assignment would be submission of the following Reports / Documents:**

<b>S.No</b>	<b>Type of Reports</b>	<b>Time Period</b>
1	Inception Report – Consist of Methodology	
2	Interim Energy Audit and life assessment Report	
3	Draft Final Report	
4	Final Bid documents and BOQ	

**3.0. TIME FRAME FOR OUTPUTS & PAYMENT SCHEDULE**

The overall assignment implementation schedule is ----- as detailed below:

S.No	Outputs	Timeline	Payment %
1.	Inception Report- The report includes basic details of the projects with methodology and work plan and way forward		
2.	Draft DPR - The report includes Draft design, cost estimate and drawings for each component.		
3.	Final DPR incorporating the comments on Draft DPR along with detailed design, Cost Estimates and drawings - The report includes Detailed final design and estimate containing final detailed design along with flow chart, drawings, cost estimates, operating system for each component.		
4.	Draft Bid documents and BoQ- The output includes Draft Bid documents, Proposal drawings GPS mappings with digitalization and BoQ		

3.1 10 copies of all designs, drawings in Auto CAD, reports, photographs and other documents (MS Word Format) with both hard and soft copies should be submitted.

3.2 On completion, the Consultant shall supply to the client 10 sets of all final drawings, Specifications in hard copy and four sets in soft copy.

3.3 Consultant shall assist to get necessary clearances required for the work of\_\_\_\_\_.

3.4 Consultant shall assist during the proof checking of the designs by the third party agency appointed by the client if required.

4 Copy of the degree certificate / educational qualifications has to be enclosed along with the C.V

5. Miscellaneous.

a) Consultant has to make his own arrangements for office accommodation, transport communications and equipment for the consultancy study. No office accommodation will be provided by CMWSS Board for the consultancy study.

b) The consultants will have to make their own arrangements for necessary computer software and hardware and transportation facilities.

**6 Review Committees to monitor the consultants works:**

The works under this Project would be reviewed by the Special Committee comprising the following Officers every month:

- i. Engineering Director, CMWSSB - Chairman
- ii. Chief Engineer ( O&M ) I, CMWSSB - Member
- iii. Chief Engineer ( O&M ) II, CMWSSB - Member
- iv. Superintending Engineer WT&T - Convener
- v. Superintending Engineer, P&D - Member
- vi. Executive Engineer, RO-II - Member
- vii. Executive Engineer, Project -V - Member
- viii. & Proposal Scrutiny committee members.

The consultant has to make detailed presentations whenever the review meeting is convened to review.

**SECTION 6 – STANDARD FORM OF CONTRACT**

**CONTRACT FOR CONSULTANT’S SERVICES**

between

---

(Name of Client)

and

---

(Name of Consultants)

Dated \_\_\_\_\_



## CONTENTS

	PAGE NO.
I. FORM OF CONTRACT	44
II. GENERAL CONDITIONS OF CONTRACT	46
1. General Provisions	46
1.1. Definitions	46
1.2. Relation between the Parties	47
1.3. Law Governing the Contract	47
1.4. Language	47
1.5. Headings	47
1.6. Notices	47
1.7. Location	48
1.8. Authority of Member in-charge	48
1.9. Authorized Representatives	48
1.10. Taxes and Duties	48
2. Commencement, Completion, Modification and Termination of Contract	48
2.1. Effectiveness of Contract	48
2.2. Termination of Contract for Failure to Become Effective	49
2.3. Commencement of Services	49
2.4. Expiration of Contract	49
2.5. Entire Agreement	49
2.6. Modification	49
2.7. Force Majeure	49
2.7.1. Definition	49
2.7.2. No Breach of Contract	50
2.7.3. Measures to be taken	50
2.7.4. Extension of Time	51
2.7.5. Payments	51

	2.7.6	Consultation	51
2.8		Suspension	51
2.9		Termination	51
	2.9.1	By the Client	51
	2.9.2	Cessation of Rights and Obligations	53
	2.9.3	Cessation of Services	53
	2.9.4	Payment upon Termination	53
	2.9.5	Disputes about Events of Termination	54
3.		Obligations of the Consultants	54
	3.1	General	54
	3.1.1	Standard of Performance	54
	3.1.2	Law Governing Services	54
	3.2	Conflict of Interests	55
	3.2.1	Consultants not to Benefit from Commissions, Discounts, etc.	55
	3.2.2	Procurement Rules of Funding Agencies	55
	3.2.3	Consultants and Affiliates not to engage in certain activities	55
	3.2.4	Prohibition of Conflicting Activities	55
	3.3	Confidentiality	56
	3.4	Liability of the Consultants	56
	3.5	Insurance to be taken out by the Consultants	57
	3.6	Accounting, Inspection and Auditing	57
	3.7	Consultant's Actions requiring Client's prior approval	57
	3.8	Reporting Obligations	58
	3.9	Documents prepared by the Consultants to be the Property of the Client	58
	3.10	Equipments and materials furnished by the Client	58

4.	Consultants' Personnel and Sub-Consultants	58
4.1	General	58
4.2	Description of Personnel	59
4.3	Approval of Personnel	59
4.4	Working hours, Overtime, Leave etc.,	59
4.5	Removal and /or Replacement of Personnel	60
5.	Obligations of the Client	60
5.1	Assistance and Exemptions	60
5.2	Access to Land	61
5.3	Change in the Applicable Law	61
6.	Payments to the Consultants	61
6.1	Mode of Billing and Payment	61
6.2	Payment Details	61
7.	Fairness and Good Faith	63
7.1	Good Faith	63
7.2	Operation of the Contract	63
8.	Settlement of Disputes	63
8.1	Standing Greivance Redressal Committee	63
8.2	Disputes	64
8.3	Procedure for disputes	65
8.4	Replacement of Adjudicator	65
8.5	Miscellaneous	65
III.	SPECIAL CONDITIONS OF CONTRACT	66
IV.	APPENDICES	100
APPENDIX A	- Description of the Services	100
APPENDIX B	- Consultant, sub consultant and key persons	102
APPENDIX C	- Review Committee	103
APPENDIX D	- Terms of Payment	104
APPENDIX E	- Project Implementation Team	105

## I. FORM OF CONTRACT

### CONTRACT FOR CONSULTANTS' SERVICES

This CONTRACT for the "-----"(hereinafter called the "Contract") is made the----- day of the month of-----, between on the one hand **Chennai Metropolitan Water Supply and Sewerage Board (CMWSS Board), No:1, Pumping Station Road, Chintadripet, Chennai- 600 002, India** (herein after called the "Client) and on the other hand, -----  
-----  
----- (hereinafter called the "Consultants").

#### WHEREAS

- a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services")
- b) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows;

1. The following documents attached hereto shall be deemed to form an integral part of this Contract
  - (a) The General Conditions of Contract (hereinafter called "**GCC**");
  - (b) The Special Conditions of Contract (hereinafter called "**SCC**");
  - (c) Terms of Reference.
  - (d) Information to Consultants
  - (e) The following Appendices:

Appendix A : Description of the Services  
Appendix B :Consultant and Key persons  
Appendix C : Review Committee  
Appendix D : Terms of Payment  
Appendix E :Project Implementation Team

The mutual rights and obligation of the Client and the Consultants 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 THE CLIENT/ CMWSS Board)

By \_\_\_\_\_  
(Authorised Representative)

FOR AND ON BEHALF OF  
(NAME OF THE CONSULTANTS)

By \_\_\_\_\_  
(Authorised Representative)

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the State of Tamil Nadu, India.
- (b) "Contract" means "Conducting consultancy studies for -----"
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1;
- (d) "GCC" means these General Conditions of Contract;
- (e) "Government" means the Government of the Client's country (GOI/GOTN)
- (f) "Currency" means the Indian Rupees
- (g) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities'
- (h) "Personnel" means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (i) "Party" means the Client or the Consultants, as the case may be and Parties means both of them;
- (j) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purpose of the Project, as described in Appendix A hereto;
- (k) "SCC" means the Special Conditions of Contract by which these General conditions of contract may be amended or supplemented;

- (l) "Project": means - "-----".
- (m) "Sub-Consultant" means any entity to which the Consultants sub contract any part of the Services in accordance with the provisions of Clause GCC 3.7; and
- (n) "Third Party" means any person or entity other than the Government.

## **1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the services and shall be fully responsible for the Services performed by them.

## **1.3 LAW GOVERNING CONTRACT**

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

## **1.4 Language**

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

## **1.5 Headings**

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

## **1.6 Notices**

- 1.6.1 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 mail, to such party at the address specified in the SCC.

Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery;

(b) In the case of E-Mail, 72 hours following confirmed transmission.

1.6.2 A party may change its address for notice hereunder by giving the other party notice of such change pursuant to the provisions listed above in Clause GCC 1.

### **1.7 Location**

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

### **1.8 Authority of member in charge**

In case the Consultants consist of a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

### **1.9 Authorised Representatives**

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

### **1.10 Taxes and Duties**

Unless otherwise specified in the SCC, the Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

## **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 Client's notice to the Consultants instructing the Consultants to begin carrying out the services. This notice shall confirm that the effectiveness conditions, if any listed in the SCC 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, then the Client may, by not less than two (2) weeks' written notice to the Consultant declare this contract to be null and void and in the event of such declaration by the Client, the Consultant shall have no claim against the Client with respect hereto.

## **2.3 Commencement of Services**

The Consultants shall begin carrying out the Services not later than one week after the effective date.

## **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.9 hereof, this contract shall expire when services have been completed and all payments have been made.

## **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 statement, representation, promise or agreement not set forth herein.

## **2.6 Modification**

Modification of the terms and conditions of this contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties and shall not be effective otherwise. Pursuant to Clause 7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

(a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, 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 adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are solely restricted to the staff of the Consultants) confiscation or any other action by Government Agencies.

(b) Force Majeure shall not include (1) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (2) any event which a diligent party could reasonably have been expected to both (in) take into account at the time of the conclusion of this contract and (in) avoid or overcome in the carrying out of its obligations hereunder.

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

#### **2.7.2. No Breach of Contract**

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach, 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 take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(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 event 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 notice of the restoration of normal conditions as soon as possible.

- (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

#### **2.7.4. Extension of Time**

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 result of Force Majeure.

#### **2.7.5. Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### **2.7.6. Consultation**

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.8 Suspension**

The Client may, (i) by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

### **2.9 Termination**

#### **2.9.1 By the Client**

The Client may, by not less than Fifteen (15) days and written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than Thirty (30) days), such notice to be given after the

occurrence of any of the events specified in paragraphs (a) through (g) of this Clause 2.9.1 terminate this contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 herein above, within Fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Thirty (30) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in completing for in executing the Contract. For the purpose of this Clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Clients, and includes collusive practice among Consultants (prior to or after

submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Clients of the benefits of free and open compensation.

### **2.9.2 Cessation of Rights and Obligations**

Upon termination of this contract pursuant to Clause 2.2. or 2.9 hereof, or upon expiration of this contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration
- (ii) the obligation of confidentiality set forth in Clause 3.3 hereof;
- (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 (ii) hereof; and
- (iv) any right which a Party may have under the Applicable Law.

### **2.9.3 Cessation of Services**

Upon termination of this contract by notice pursuant to Clauses 2.9.1 hereof, the consultants shall, immediately upon 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 Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by clauses 3.9 or 3.10 hereof.

### **2.9.4. Payment upon Termination**

Upon termination of this contract pursuant to Clauses 2.9.1 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client).

- (a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the effective date of termination.

- (b) reimbursable expenditures pursuant to Clause 6 hereof for expenditure actually incurred prior to the effective date of termination; and
- (c) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### **2.9.5 Disputes about Events of Termination**

If the Consultant disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 hereof has occurred, then the Consultant, may within Thirty (30) days after receipt of notice of termination from the Client, refer the matter to SGRC and further to arbitration if required pursuant to Clause 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 CONSULTANTS**

### **3.1 General**

#### **3.1.1 Standard of Performance**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

#### **3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law in India and shall take all practicable steps to ensure that the Personnel of the Consultants

or agents of the Consultants comply with the Applicable Law. in India. The Consultants shall be conversant with laws / local customs and respect them.

### **3.2 Conflict of Interests**

#### **3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract for the Services and, subject to Clause 3.2.2. hereof, the Consultant shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

#### **3.2.2 Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

#### **3.2.3 Consultants and Affiliates not to engage in Certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **3.2.4 Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any of the following activities.

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- (b) For a period of two years after the expiration of this Contract, the Consultants shall not engage, and shall cause their Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Client under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultants also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.

### **3.3 Confidentiality**

The Consultants shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Service, this contract or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultants**

The Consultants shall be liable to the Clients for the performance of the services in accordance with the provision of this contract and for any loss suffered by the Client as a result of default of the Consultants in such performance. Limit of the liability to the consultants is restricted to the final contract price.

The Client shall be indemnified by the Consultants for any damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the services.

**The Consultant will be levied liquidated damages for non compliance with respect to engaging key personnel or for the absence of key personnel for continuous period of 7 days and above double the monthly wages proposed till the personnel returns to duty.**

**If the consultant terminates the contract in between the contract period, then the performance security furnished by the consultant shall be forfeited. The remaining part of the Consultancy services will be carried out /completed at the Risk & Cost of this consultancy firm by engaging a suitable consultancy Firm.**



### **3.5 Insurance to be taken out by the Consultants**

The Consultants (a) shall take out and maintain, at their own cost by on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

The minimum insurance cover for loss or damage to the equipment and physical property in connection with this contract, personal injury or death is Rs.30,00,000/- per occurrence, with the number of occurrences limited to 4. After each occurrence, the Consultant will pay additional premium necessary to make insurance valid for 4 occurrences always.

### **3.6 Accounting, Inspection and auditing**

The Consultants (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 charges and cost, and the bases thereof; (ii) shall permit the Client or its designated representative periodically, and up to one year from the 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 Client.

### **3.7 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Personnel as are listed in Appendix C merely by title but not by name;
- (b) deleted
- (c) Any other action that may be specified in the SCC.

### **3.8 Reporting Obligations**

The Consultants shall submit to the Client 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.

### **3.9 Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software prepared by the Consultants for the Client under this Contract and in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than Fifteen (15) days upon termination or expiration of this contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants shall not use these documents for any other purpose without the prior approval of the Client.

### **3.10 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall return such equipment and materials to Client not later than Fifteen (15) days. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

## **4 CONSULTANTS' PERSONNEL**

### **4.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

#### **4.2 Description of Personnel**

- (a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client.
- (b) If required to comply with the provisions of Clause 3.1.1 hereof this Contract, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, 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. Any other such adjustments shall only be made with the Client'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 Client and the Consultants.

#### **4.3 Approval of Personnel**

The Key Personnel listed by title as well as by name in Appendix C, which the Consultants propose to use in the carrying out of the Service, shall be submitted to the Client for review and approval.

#### **4.4 Working hours, Overtime, Leave etc.**

The key Personnel shall not be entitled to be paid for overtime nor to be paid for sick leave or vacation leave. The Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel, is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

#### **4.5 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Client/Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or higher qualification.
- (b) If the Client (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 Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person of equivalent or better qualifications.
- (c) Each member of the staff appointed by the Consultants shall be under probation for a period of 1 month. If his performance is found to be not satisfactory within this period, the Client shall have the right to ask for replacement of such person at the Consultants' cost and the Consultants will not be entitled to recover any cost on account of the Service of this person during the probation period.

### **5. OBLIGATIONS OF THE CLIENT**

#### **5.1 Assistance and Exemptions**

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure to;

- (a) Provide the Consultants, the work permits and such other documents as shall be necessary to enable the Consultants to perform the Services;
- (b) 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;
- (c) Provide to the Consultants any such other assistance as may be specified in the SCC.

## **5.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of the Services.

## **5.3 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, which increases or decreases the cost or reimbursable expenses incurred by the Consultants in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly as per actuals and corresponding adjustments shall be made to the Lump sum Remuneration specified in Clause 6.1 of G.C.C. below.

***Note: The successful firm has to furnish percentage of taxes and duties actually considered while furnishing Grand summary of cost in 4B of Financial proposal. This will be the basis for any change during the consultancy period.***

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 Mode of Billing and Payment**

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

- (a) Mobilization advance payment not applicable

### **6.2 Payment Details**

#### **TIME FRAME FOR OUTPUTS & PAYMENT SCHEDULE**

The overall assignment implementation schedule is 3 months as detailed below:

S.No	Outputs	Timeline	Payment %
1.	Inception Report- The report includes basic details of the projects with methodology and work plan and way forward		
2.	Draft DPR - The report includes Draft design, cost estimate and drawings for each component.		
3.	Final DPR incorporating the comments on Draft DPR along with detailed design, Cost Estimates and drawings - The report includes Detailed final design and estimate containing final detailed design along with flow chart, drawings, cost estimates, operating system for each component.		
4.	Draft Bid documents and BOQ- The output includes Draft Bid documents, Proposal drawings GPS mappings with digitalization and BOQ		

Note: i) On acceptance and approval of the reports / documents by the committee of CMWSSB, the payment shall be released.

- i) After approval of the draft bid documents by the competent, the final bid documents have to be submitted to CMWSSB.

6.3 10 copies of all designs, drawings in Auto CAD, reports, photographs and other documents(MS Word Format) with both hard and soft should be submitted.

On completion, the Consultant shall supply to the client 10 sets of all final drawings, specifications in hard copy and four sets in soft copy.

6.4 Consultant shall assist to get necessary clearances required for the -----

6.5 Consultant shall assist during the proof checking of the designs by the third party agency appointed by the client if required. Copy of the degree certificate / educational qualifications has to be enclosed with the C.V

6.6 All payments under this Contract shall be made to the account of the Consultants specified in the **SCC**.

## **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 dispute subject to arbitration in accordance with Clause 8 hereof.

## **8 SETTLEMENT OF DISPUTES**

### **8.1 *Standing Greivance Redressal Committee***

If a dispute (of any kind whatsoever) arises between the Parties in connection with or arising out of the contract or execution of the works, including any dispute as to any opinion, instruction, representative, either party shall initially refer the same inwriting to Employer. The Employer will constitute a Standing Grievance Redressal Committee with members of officers of the Board to resolve the disputes.

Accordingly, it is proposed that the following officials of CMWSSB may be formed as SGRC to resolve the disputes between CMWSSB and the Contractor.

Committee members for specified project:

- i. Chief Engineer
- ii. Superintending Engineer

General Committee Members:

- iii. Controller Of Finance
- iv. Internal Audit

The Committee should be formed by the concerned execution wing for each projects separately after getting approval from the Competent Authority. The Chief Engineer and Superintending Engineer should be other than the Chief Engineer / Superintending Engineer entrusted with the execution of the project.

If any dispute is referred to the SGRC, it will within a week of receipt of such request acknowledge and convene a meeting with both the parties. The committee will go through the submitted documents, hear the parties and attempt at finding an amicable solution within 28 days of receipt of such reference by the SGRC. If any settlement is arrived at SGRC the same shall be recorded in writing as a settlement agreement and signed by the Contractor, Employer and all committee members. Such settlement shall be final and binding on the parties with regards to all disputes so resolved.

If the SGRC fails to settle all or part of the dispute within 28 days, the same shall be notified to the contractor. Thereafter it is left to the parties to refer the unresolved disputes to Adjudication / Arbitration. In such case, the party may give notice in writing its intention to refer such dispute to Adjudication / Arbitration.

The Employer proposes that Thiru V.Baskar be appointed as Adjudicator under the Contract, at a daily fee of Rs.2000/- plus boarding ,lodging ,travelling expenses at actual .If the firm disagrees with this proposal, the Firm should so state in the Bid. If in the Letter of Acceptance ,the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by The President , Institution of Engineers (TamilNadu State Center) Chennai at the request of either party.

## **8.2 Disputes**

If the Contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's decision.



### **8.3 Procedure for Disputes**

*8.2.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.*

*8.2.2 The Adjudicator shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.*

*8.2.3 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of the Contract.*

### **8.4 Replacement of Adjudicator**

Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling his functions in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

### **8.5 Miscellaneous**

In any arbitration proceeding hereunder

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
- (b) The English language shall be the official language for all purposes.
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

### III. SPECIAL CONDITIONS OF CONTRACT

#### 1. GENERAL

#### 2. THE CONTRACT

#### 3.

##### 3.1. Language

The contract and all subsequent correspondence documents, during its execution, between the consultant and the CMWSSB shall be written in the Language (hereinafter called the contract's language) as stipulated in the Contract (or, if not so specified, in English). However, the language of any printed literature furnished by a consultant may be written in any other language provided a certified translation accompanies the same in the contract's language. For purposes of interpretation, translation in the contract's language shall prevail.

##### 3.2. Relationship with Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel, performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

##### 3.3. Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- (a) The General Conditions of Contract (hereinafter called "**GCC**");
- (b) The Special Conditions of Contract (hereinafter called "**SCC**");
- (c) Terms of Reference.
- (d) Information to Consultants
- (e) The following Appendices:
  - Appendix A : Description of the Services
  - Appendix B : Consultant and Key persons

Appendix C : Review Committee  
Appendix D : Terms of Payment  
Appendix E :Project Implementation Team

### 3.4. **Modifications/ Amendments, Waivers and Forbearances**

After the contract documents have been signed, no modified provisions shall be applicable unless the CMWSSB suo-moto or, on request from the Consultant, by written order, amend the contract, at any time during the currency of the contract, by making alterations and modifications within the general scope of the Contract. Requests for changes and modifications in the Contract may be submitted in writing by the Consultant to the CMWSSB.

If the Consultant does not agree to the suo-moto modifications/ amendments made by the CMWSSB, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the Consultant has consented to the amendment. Any waiver of a CMWSSB's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the CMWSSB granting such a waiver and must specify the terms under which the waiver is being granted.

No relaxation, forbearance, delay, or indulgence by CMWSSB in enforcing any of the terms and conditions of this Contract or granting of an extension of time by CMWSSB to the Consultant shall, in any way whatsoever, prejudice, affect, or restrict the rights of CMWSSB under this Contract, neither shall any waiver by CMWSSB of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

## **4. LAW GOVERNING CONTRACT**

- 4.1. This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Indian Law. Irrespective of the place of delivery, the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. Unless otherwise specified in the Contract, the courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

## **5. COMMUNICATION**

- 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 mail, to such party at the address specified in the SCC. No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the Contract expressly so designated.

Notice will be deemed to be effective as follows:

- (a) In the case of personal delivery or registered mail, on delivery;
  - (b) In the case of E-Mail, 72 hours following confirmed transmission
- 5.2. The person who has signed the contract on behalf of the Consultant shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Consultant, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Consultant. If it is discovered at any time that the person so signing has no authority to do so, the CMWSSB reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and/ or avail any or all the remedies thereunder and hold such person personally and/ or the Consultant liable to the CMWSSB for all costs and damages arising from such misdemeanors.
- 5.3. The Consultant's address as mentioned in the contract, unless the Consultant has notified change by a separate communication containing no other topic to the CMWSSB. The Consultant shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

## **6. CONSULTANT'S OBLIGATIONS AND RESTRICTIONS ON ITS RIGHTS**

- 6.1. The Consultant must proactively keep the CMWSSB informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where

the Consultant is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

- 6.2. A new partner shall not be introduced in the firm except with the previous consent in writing of the CMWSSB, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
- 6.3. On the death or retirement of any partner of the Consultant firm before the complete performance of the contract, the CMWSSB may, at his option, terminate the contract for default as per the contract and/ or avail any or all remedies thereunder.
- 6.4. The contract has been awarded to the Consultant based on evaluation and scoring criteria stipulated in the RFP process. The Consultant is contractually bound to maintain compliance with all such criteria during the execution of the contract. Any change which would vitiate the basis on which the Consultant was shortlisted or awarded the contract should be pro-actively brought to the notice of the CMWSSB within 7 days of it coming to the Consultant's knowledge.
- 6.5. Neither the Consultant nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
  - a). During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.
  - b). After this Contract's termination, such other activities as may be stipulated in the contract.
- 6.6. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the CMWSSB on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of CMWSSB. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of CMWSSB.
- 6.7. During the term of this Contract and after its termination, the Consultant and its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject

Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.

- 6.8. The decision of the CMWSSB as to any matter or on any question whether the Consultant or any partner of the Consultant firm has committed a default or breach of any of the conditions shall be final and binding on the Consultant.
- 6.9. The Consultant shall not, share with the previous consent in writing of the CMWSSB, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever to any Sub-consultant. If the Consultant sublets or assigns this Contract or any part thereof without such permission, the CMWSSB shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.
- 6.10. In case the CMWSSB is called upon to make good such costs, loss, or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the CMWSSB may incur about it, shall be charged to the Consultant. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 6.11. CMWSSB shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Consultant, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Consultant, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Consultant.
- 6.12. Physical assets, e.g., Equipment, vehicles and materials made available to the Consultant by the CMWSSB or purchased by the Consultant wholly or partly with funds provided by the CMWSSB, shall be the property of the CMWSSB and shall be marked

accordingly. Upon termination or expiration of this Contract, the Consultant shall make an inventory of such equipment, vehicles, and materials available to the CMWSSB and dispose of such equipment, vehicles, and materials in accordance with the CMWSSB's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the CMWSSB in writing, shall insure them at the expense of the CMWSSB in an amount equal to their total replacement value.

- 6.13. Intangible assets, e.g., license agreements, Software Packages, and memberships for purposes of performance of this contract provided by the CMWSSB or purchased by the Consultant wholly or partly with funds provided by the CMWSSB, shall be the property of the CMWSSB and shall be registered accordingly., These shall be obtained in the name of the CMWSSB after obtaining the CMWSSB's prior written approval. The CMWSSB shall have an encumbered right to use such assets, even after the termination of the Contract. Any restrictions about the future use of these documents and software shall be specified in the Contract.
- 6.14. All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant under this Contract shall become and remain the property of the CMWSSB and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the CMWSSB's prior written consent. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the CMWSSB, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software but shall not use it for commercial purposes.
- 6.15. All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the CMWSSB to the Consultant in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the CMWSSB and shall, without the prior written consent of CMWSSB neither be divulged by the Consultant to any third party, nor be used by him for any purpose other than the design, procurement, or other services and activities required for the performance of this Contract. If advised by the CMWSSB, all copies of all such

information in original shall be returned on completion of the Consultant's performance and obligations under this contract.

- 6.16. Without the CMWSSB's prior written consent, the Consultant shall not use the information mentioned in the sub-clauses above except for performing this contract. The Consultant shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the CMWSSB, divulge to any person other than the person(s) employed by the Consultant in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- 6.17. The successful Consultancy Firm/ bidder will be invited for signing agreement. The Consultancy Firm/ bidder is requested to furnish a performance security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized / scheduled Bank in India taken in favour of —Managing Director, CMWSS Board payable at Chennai, valid for a period of -----months. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.
- 6.18. The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer furnishes the required Performance Security and signs the Agreement.
- 6.19. The Earnest Money Deposit may be forfeited
- (i) If the Consultancy Firm withdraws the tender after Tender opening during the period of validity of the tender.
  - (ii) If the Consultancy Firm withdraws the Tender after the issue of letter of acceptance of his Tender.



(iii) In the case of a successful Consultancy Firm, if the Consultancy Firm fails within the specified time limit to:

- furnish the required performance security or
- sign the Agreement
- accept the Letter of Award

(iv) If the Consultancy Firm has furnished incorrect information on qualification and experience.

- 6.20. If the Consultant, having been called upon by the CMWSSB to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the CMWSSB at its discretion to annul the award and forfeit the EMD (or enforce Bid Securing Declaration, if that was submitted in lieu of Bid Security).
- 6.21. If the Consultant fails to maintain the requisite Performance Security during the Contract's currency, it shall be lawful for the CMWSSB at its discretion.
- 6.22. If a contract is amended, the Consultant shall furnish amended Performance Security with revised value and validity within twenty-one days of the issue of such an amendment.
- 6.23. Whenever the Services and incidental Goods/ Works delivery requires the Consultant to obtain permits, approvals, and licenses from local public authorities or any third party, it shall be the Consultant's sole responsibility to obtain these and keep them current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the Consultant, the CMWSSB shall make its best effort to assist the Consultant in complying with such requirements in a timely and expeditious manner without diluting the Consultant's responsibility in this regard.
- 6.24. The Consultant shall take out and maintain, at its own cost but on terms and conditions approved by the CMWSSB, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at the CMWSSB's request, shall provide evidence to the CMWSSB showing that such

insurance has been taken out and maintained and that the current premiums have been paid.

6.25.

6.26. The Consultant shall keep and make all reasonable efforts to keep accurate and systematic accounts and records in respect of the Services and in such form and detail as shall identify relevant time changes and costs and as per accounting principles prescribed in India.

6.27. The Consultant shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised on that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Consultant shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. This Government Officer's decision on the relevancy of any document or information of return shall be final and binding on the parties. The obligation imposed by this clause is without prejudice to the Consultant's obligations under any other statute, rules or orders which shall be concurrently binding on the Consultant.

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

## **7. CMWSSB's OBLIGATIONS**

7.1. Unless otherwise specified in the Contract, the CMWSSB shall use its best efforts to issue instructions and information to its officials, agents, and stakeholders for prompt and effective implementation of the Services; Provide to the Consultant any other assistance as specified in the Contract.

- 7.2. Access to Project Site: The CMWSSB warrants that the Consultant shall have, free of charge, unimpeded access to the project site if such access is required for the performance of the Services.
- 7.3. The CMWSSB shall make available to the Consultant and the Experts, for the performance of the contract, free of any charge (unless otherwise stated therein), the services, facilities, and property described in the 'Terms of Reference' (Appendix A) as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein.
- 7.4. The Consultant shall use such property for the execution of the contract and no other purpose whatsoever. In case such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) how the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof according to GCC Clause 10.
- 7.5. Professional and support counterpart personnel, excluding CMWSSB's Contract Management and liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform any work assigned to such member by the Consultant that is adequately consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the CMWSSB shall not unreasonably refuse to act upon such request.

## **8. SCOPE OF SERVICES AND PERFORMANCE STANDARDS**

- 8.1. This contract is for the performance/ delivery of Services of the description, scope/ quantum outlined in Appendix A: 'Terms of Reference' during the contract period specified therein.
- 8.2. If so stipulated, the Consultant shall be required to perform/ deliver specified incidental Works/ Goods/ other Services as an integral part of the Services in the contract.

- 8.3. The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in the CMWSSB's country or elsewhere, as the CMWSSB may approve.
- 8.4. The Consultant shall deliver to the CMWSSB the reports, deliverables, outputs, and documents specified in Appendix A: 'Terms of Reference', in the form, in the numbers and within the periods outlined in the said Appendix, besides progress reports as per GCC Clause 6.3.
- 8.5. The Consultant shall perform and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices, observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.
- 8.6. Unless otherwise specified, the performance standards and quality of the Services shall conform to the Terms of Reference as stipulated in the contract or as per best standards in the market, where not so specified.
- 8.7. The CMWSSB shall promptly notify the Consultant of any identified defects, requesting the correction of the notified defect within a reasonable time. If the Consultant has not corrected the notified defect within the time stipulated in the CMWSSB's notice, the CMWSSB may suspend payments.

## **9. DEPLOYMENT OF RESOURCES**

- 9.1. The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the CMWSSB for the contract.
- 9.2. No land or building or any other asset belonging to or in possession of the CMWSSB shall be occupied/ used by the Consultant without the permission of the CMWSSB. The Consultant shall not use or allow the site to be used for any purposes other than executing or concerning the execution of the services.
- 9.3. The Consultant shall exercise influence and authority to the utmost extent to secure strict compliance by his staff or any labour employed with all the rules and regulations

stipulated by the CMWSSB relating to the access to the project site, including but not limited to a) Prohibition of Smoking in 'No Smoking Zone' and in Public Places; b) Prohibition of the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the Consultant or any of his employees; c) Safety practices relating to CMWSSB's staff, Public and third parties; d) Maintenance of peace and business-like ambience.

- 9.4. The Consultant shall not himself be a retired Government employee of Gazetted rank or engage any employee or associate who is a retired Government employee of Gazetted rank, if such persons have not completed one year (or any other period prescribed by the relevant authority) from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the Consultant is found to have contravened this provision, it shall constitute a breach of contract, and CMWSSB shall be entitled to terminate the contract and/ or avail any or all the remedies thereunder.
- 9.5. The Consultant, when he is not personally present on the workplace site, shall nominate a Team Lead during working hours, which shall, on receiving reasonable notice, present himself to the Contract Manager. Orders given by the Contract Manager or his representative to the Team Lead shall be deemed to have the same force as if given to the Consultant.
- 9.6. The Consultant shall employ and provide qualified and experienced Key and Non- key Experts as required to carry out the Services.
- 9.7. The titles, job descriptions, minimum qualifications and estimated periods of the Consultant's Key Personnel engagement in carrying out the Services are described in Appendix B to the Contract.
- 9.8. The Key Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

- 9.9. Working hours and holidays for Experts are outlined in Appendix B. Foreign Key Experts carrying out Services in India shall be deemed to have commenced or finished work in respect of the Services several days before their arrival in or after their departure from India, as is specified in Appendix B.
- 9.10. Any leave-taking by Key Experts shall be subject to the prior approval by the Consultant, who shall ensure that absence for leave purposes shall not delay the progress and or impact adequate supervision of the Services. If Key Experts are not deployed for significant periods, affecting the progress and quality of the assignment, payments may be suspended.
- 9.11. Unless the CMWSSB may other wise agree in writing, no changes shall be made in the Key Experts.
- 9.12. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to compelling or unavoidable situations outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in the Contract (or 30%, if not specified) of total key personnel.
- 9.13. Substitution of the first 10% of key personnel at the request of the Consultant shall be subject to a reduction of remuneration by a percentage specified in the Contract (or 5%, if not specified) of the remuneration which would have been paid to the original personnel from the date of the replacement till completion of the contract. Such reduction in remuneration shall progressively increase further for subsequent substitutions as specified in the Contract. If not specified, the reduction in remuneration shall be 10% and 15%, respectively, for the subsequent two slabs of 10% substitutions of key personnel (i.e., till 30% substitution). Such reduction shall not apply to the substitution of experts in pursuance of orders by the Contract Manager as per sub-clause (11) below.
- 9.14. If additional Key Experts are required to carry out the Services during the execution of the contract, the Consultant shall submit to the CMWSSB for review and approval a copy of their Curricula Vitae (CVs). If the CMWSSB does not object in writing (stating the

reasons for the objection) within twenty- one (21) days from receiving such CVs, such additional Key Experts shall be deemed approved by the CMWSSB. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts' positions which require similar qualifications and experience.

- 9.15. The Consultant must ensure the deployment of non-key Personnel as per Annexure C, the Terms of Reference, and the approved Works plan as updated. Daily attendance records of such non-key personnel shall be maintained by the Consultant and shared with the Contract Manager. If the Contract Manager believes that the Consultant is not employing sufficient Non-key personnel as is specified or otherwise for the proper execution of the Services, he shall issue a notice to the Consultant for remedial measures. The Consultant shall forthwith, on receiving intimation to this effect, deploy the additional number of non-key personnel as specified by the Contract Manager immediately, and failure on the part of the Consultant to comply with such instructions shall entitle the CMWSSB to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and/ or avail all the remedies thereunder. Such action shall be in addition to the deduction from the Consultant's payment cost of shortfall personnel as per Annexure C.
- 9.16. The Consultant shall, at the CMWSSB's written request, provide a replacement, if the CMWSSB finds that any of the Experts: commits severe misconduct or has been charged with having committed a criminal act; persists in any misconduct or lack of care; is found to be negligent, incompetent or incapable of discharging assigned duties; fails to comply with any provision of the Contract; based on reasonable evidence, is determined to have engaged breached the Code of Integrity (including Fraud and Corruption) during the execution of the Works.
- 9.17. Subject to the requirements in the sub-clause above, and notwithstanding any requirement from the CMWSSB to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation in the sub-para above. Such immediate action shall include removing (or causing to be removed) such Key/ Non-Key Expert from carrying out the Services.

- 9.18. Any replacement of the removed Experts shall possess better qualifications and experience and be acceptable to the CMWSSB.
- 9.19. The Consultant shall bear all costs from or incidental to any removal and/or replacement of such Experts.
- 9.20. The Consultant must ensure the deployment of Equipment and Tools of Trade necessary to deliver services as per the Terms of Reference and approved Works plan as updated. If the Contract Manager believes that the Consultant is not employing on the Services sufficient Equipment/Tools of Trade as is specified or otherwise for the proper execution of the Services within the prescribed time, the Consultant shall forthwith on receiving intimation to this effect deploy the additional equipment/ tools of the trade as specified by the Contract Manager immediately and failure on the part of the Consultant to comply with such instructions shall entitle the CMWSSB to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and/ or avail any or all the remedies thereunder for breach of contract.

## **10. DELIVERY OF SERVICES AND DELAYS**

- 10.1. Before the commencement of the Services, the Consultant shall submit for approval of the Contract Manager a Works plan showing the Methods, schedule of delivery of services, and deployment plans for Personnel, Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager shall be treated as the agreed Works plan for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.
- 10.2. Consultant shall commence the Services and shall proceed with due expedition and without delay from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract.
- 10.3. Not later than the number of days after the Effective Date specified in the Contract or the Notice to proceed, the Consultant shall begin carrying out the Services after confirming the following: a) as required by the Contract, all key experts needed at the beginning of



the assignment are effectively participating; b) that upon provision of Bank Guarantees, advance payments, if any, are implemented; c) that the CMWSSB has provided facilities (including Data, Documents and Background Information) as per the Contract; d) that all parties involved in the assignment (users, security team, and other relevant departments of the CMWSSB and other third-party stakeholders) have been informed by the CMWSSB; e) that all permits, licenses, and authorizations have been obtained.

- 10.4. If this Contract has not become effective within such period after the date of Contract signature as specified in the Contract, 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.
- 10.5. The CMWSSB shall nominate a Contract Manager (or a Consultancy Management Team), and the Consultant shall nominate a counterpart Team Lead to monitor the assignment so that the output is in line with the CMWSSB's objectives of the Contract.
- 10.6. The Contract Manager and Consultant/ Team Lead shall hold progress meetings at various phases and Milestones into which the assignment is divided as per Annexure A. Unless otherwise indicated in Annexure A, the following actions would be taken during such progress meetings.
- 10.7. Kick-off Meeting: The contract Manager and the Consultant/ Team Lead shall meet at the start of the assignment to ensure that the Contract requirements are clearly understood by all concerned and that the Contract Management procedures are finalised.
- 10.8. Inception Phase Review: The inception meeting shall be held at a period (specified in Annexure A or the Notice to Proceed) after the effective date of the contract or, if not so specified, within 21 days of the effective date. Before this meeting, the consultant must provide a draft Inception Report for discussion. The Consultant shall submit a final Inception Report within the specified time in the 'Terms of Reference' or as agreed in the Inception Meeting, or if not so specified, within 7 days of the Inception Meeting. Template for Inception Report may be agreed to beforehand in the Inception Meeting. It should, at the minimum, cover comments and suggestions on the following: a) Terms of

Reference; b) Work plan and staffing schedule; c) Facilities to be provided by the CMWSSB; d) Working arrangements and liaison.

- 10.9. Periodic Reviews: Unless otherwise decided by the Contract Manager and the Consultant's Team Lead, periodic review meetings (monthly if not otherwise stipulated) shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.
- 10.10. Deliverables Reviews: The contract Manager and Consultant/ Team Lead may hold other meetings to review and approve specific deliverables or phases (including Interim and Final Reports) as specified in Annexure A or as agreed between the parties.
- 10.11. The time for delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole, the Consultant shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Annexure A: 'Terms of Reference'.
- 10.12. If at any time during the execution of the contract, the Consultant encounters conditions hindering the timely performance of services; the Consultant shall promptly inform the CMWSSB in writing about the same and its likely duration.
- 10.13. The consultant may request to the CMWSSB for an extension of the delivery schedule not less than one month before the expiry of the date fixed for completion of the services. CMWSSB may agree to extend the completion schedule, with or without liquidated damages and denial clause, by issuing an amendment to the contract in terms of the following clauses.
- 10.14. If in the opinion of the Consultant, the progress of Services has at any time been delayed due to the following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services: proceedings taken or threatened by or dispute with external third parties arising otherwise than from the Consultant's own default etc. or delay due to circumstances beyond the control of either party delay authorized by the Contract

Manager pending arbitration or Any act or neglect of CMWSSB, e.g.: i) Delay or failure to issue notice to commence the services or ii) delay or failure to issue necessary instructions for which the Consultant had applied explicitly in writing. iii) Delay in or failure to handover of possession of the site or the necessary facilities/ documents/ data or instructions by the CMWSSB to the Consultant; iv) Delay caused by modification issued by the Contract Manager or v) any other delay caused by the CMWSSB due to any other cause.

- 10.15. The Consultant may also indicate the period for which the Services are likely to be delayed and ask for a necessary extension of time. On receipt of such request from the Consultant, the Contract Manager shall consider the same and grant such extension of time as, in his opinion, is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for work carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.
- 10.16. If the Consultant fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC, the CMWSSB may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.
- 10.17. On such extension, the CMWSSB shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the Consultant as agreed damages and not by way of Liquidated Damages as per GCC- clause 3.4.
- 10.18. Provided further that if the CMWSSB is not satisfied that the service can be completed by the Consultant or in the event of failure on the part of the Consultant to complete the service within the extension of time allowed further as aforesaid, the CMWSSB shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.
- 10.19. Inordinate Delays: Delays due to the Consultant of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Consultant in future

procurements. A show-cause notice shall be issued to the Consultant before declaring it a poor performance. Such delays may be considered a breach of the contract at the option of the CMWSSB.

- 10.20. CMWSSB shall be entitled to, and it shall be lawful to recover Liquidated damages as detailed in this clause from all payments due, any Performance Security, or any retention money.
- 10.21. Any failure or delay, shall not be admitted as a ground for any extension of time or for exempting the Consultant from liability for any such loss or damage as aforesaid.
- 10.22. On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the CMWSSB in writing, the Consultant shall continue to perform its obligations under the contract as reasonably practicable and seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other except those which had occurred under any other clause of this Contract before such termination.
- 10.23. Notwithstanding the remedial provisions contained in GCC-clause 9 and 12, none of the Party shall seek any such remedies or damages for the other Party's delay and/ or failure in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

## **11. PRICES AND PAYMENTS**

- 11.1. The Contract price is outlined in the Contract. The Contract price breakdown is provided in Appendix C, and the total payments under this Contract shall not exceed this Contract price.
- 11.2. Any change to the Contract price specified above can be only made if the Parties have agreed to the revised scope of Services under GCC clause 2 and have amended the Terms of Reference in Appendix A in writing.
- 11.3. Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If the Price Variation Clause is included, such up and down, variations shall also be payable.
- 11.4. In case the Contract provides for a Price Variation Clause or variation on any other account, the price shall be subject to adjustment as per such clauses only during the original Delivery Period, subject to the following:
- 11.5. For Extension of Time covered by clause 9 above, any increase due to such variations during the extended delivery period beyond the original delivery period shall not be paid by the Procuring Entity; however, it shall be entitled to any reduction under GCC clause-9.
- 11.6. Taxes and duties, if any, chargeable and payable on the Services shall be charged on the net price after variations.
- 11.7. While claiming payments where such variations are applicable, the Consultant must submit its calculations for each invoice, even if the payment for these variations is nil. Any price reduction due to such variations must be passed to the Procuring Entity.
- 11.8. No Other Claim due to Variations: With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other levies/tolls etc.
- 11.9. The Consultant and Experts shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the Services. Further instruction, if any, shall be as provided in the Contract.

- 11.10. All duties and other levies (other than GST) payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price/percentage quoted submitted by the tenderer. The Tenderer shall quote the price schedule exclusive of GST and GST rates and amount to be shown separately in the BoQ. Any statutory variations in duties / levies, which take effect from a date subsequent to the due date for receipt of tender, shall be to CMWSS Board's account.
- 11.11. Whenever any claim or claims for payment of a sum of money arises against the Consultant, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from - a) any security or retention money, if any, deposited by the Consultant; b) Any sum(s) payable till now or hereafter to the Consultant under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the Consultant.
- 11.12. Where the Consultant is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
- 11.13. It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under GCC . The Consultant shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Consultant.
- 11.14. All payments under this Contract shall be made to the Consultant's accounts specified in the contract.
- 11.15. Currency of Payment: Unless otherwise specified in the Contract, any payment shall be made in Indian Rupees (INR).

- 11.16. The Itemized Invoices: As soon as practicable and not later than fifteen (15) days after the end of each time interval stipulated in the Contract in this regard (if not stipulated, then after the end of each calendar month), the Consultant shall submit to the Procuring Entity, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable for such an interval under GCC. Separate invoices shall be submitted for expenses incurred in foreign and local currencies. Each invoice shall show remuneration and reimbursable expenses separately.
- 11.17. The Contract Manager shall cross-check all relevant records before passing the Consultant's bills. Upon verification of the records by Procuring Entity, payments can be released to the Consultant.
- 11.18. The Procuring Entity shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Entity of such itemized invoices with supporting documents. Only a portion of an invoice not satisfactorily supported may be withheld from the payment. Should any discrepancy exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Entity may add or subtract the difference from subsequent payments.
- 11.19. Time-Based (Inputs admeasurement): Unless instructed in writing by the Procuring entity, payments shall not be made for any extra inputs deployed over and above Annexure A, Annexure B, or Annexure C mentioned in the contract. Nevertheless, if such inputs are deployed less than those stipulated, deductions shall be made based on the rates indicated for the inputs listed in Annexures C and D in the contract.
- 11.20. Unit-Rate (Output admeasurements): Unless otherwise stipulated, payments shall be made monthly for the volume of services rendered during the period.
- 11.21. Lumpsum: Unless otherwise stipulated, payments shall be made on completion of stipulated milestones or on completion of entire Services, whichever is stipulated in the contract. In the case of Lump-sum Contracts, Payments under this Contract shall not exceed the ceilings in foreign currency and the local currency specified in the contract. For any payments above such ceiling amount, an amendment to the Contract shall be

signed by the Parties referring to the provision of this Contract that permits such amendment.

- 11.22. Percentage (of Value of Transactions): The payment for the total price of Services calculated at the percentage of the actual value of Activities rendered shall be made every month or on completion of milestones or on completion of entire Services, whichever is stipulated in the contract.
- 11.23. Remuneration and Reimbursable Expenses: The Procuring Entity shall pay to the Consultant (i) remuneration that shall be determined based on time spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services. All payments shall be at the rates outlined in Appendix C and Appendix D.
- 11.24. Unless the Contract provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping (reinforcement/ support) by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the contract.
- 11.25. Any rates specified for Experts not yet appointed shall be provisional and be subject to revision, with the written approval of the Procuring Entity once the applicable remuneration rates and allowances are known.
- 11.26. The final payment under this Clause shall only be made after the final report/ deliverables and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Entity. Completion certificate/ Final payment shall be made only after ensuring that all facilities/ documents/ sites have been returned to the Procuring Entity as per GCC clause.



- 11.27. The Consultant shall submit a final bill on the Contract Manager's acceptance certificate of final deliverables. The Final payment shall be made as per the following calculations after receiving a clear "No Claim Certificate" signed by the Consultant: a) necessary adjustment for any payments already made or retained; b) any deduction which may be made under the contract, c) A complete account of all claims the Consultant may have on the Procuring Entity, and the Contract Manager gave a certificate in writing that such claims are correct.
- 11.28. The final report and final invoice shall be deemed approved by the Procuring Entity as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Entity unless the Procuring Entity, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall promptly make any necessary corrections, and the preceding process shall be repeated.
- 11.29. The Consultant shall submit a 'No-claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Services are finally accepted and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the Consultant. The Consultant shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the Consultant, after he shall have signed a "No Claim" Certificate in favour of The Managing Director, CMWSSB. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding arbitration.
- 11.30. Every receipt for money, which may become payable, or for any security which may become transferable to the contractors under the contract, shall be signed by a person authorized to do so by the Consultant (or otherwise as per GCC-Clause 4), to be a suitable and sufficient discharge to the Procuring Entity in respect of the sums of money or security purported to be acknowledged thereby. In the event of the death of any Consultant or partner during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that the Procuring Entity

may have against the legal representative regarding any breach of any contract conditions by any Consultant partner/member so dying. Nothing in this clause shall be deemed to prejudice or affect the respective rights or obligations of the Consultant partners/ members and the legal representatives of any deceased Consultant partners/ members.

- 11.31. The Procuring Entity may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to deliver the Services as per the Terms of Reference, including the non-rectification of notified defects in the Services/ deliverables, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension. Such a suspension shall not entitle the Consultant to any extension of time for delivery of Service.

## **12. RESOLUTION OF DISPUTES**

- 12.1. All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question, or any other account whatsoever, but excluding the Excepted Matters (detailed in GCC below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the Consultant, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing the relevant Contractual clause to the designated authority requesting invoking the following dispute resolution mechanism. Before any recourse to courts, the dispute shall be resolved through dispute resolution mechanisms detailed subsequently in the sequence mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.
- 12.2. The arbitral tribunal shall be deemed to have entered the reference on the date the arbitrator(s) received notice of their appointment.

- 12.3. The seat of arbitration shall be where the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without affecting the legal jurisdictional issues linked to the seat of the arbitration.
- 12.4. If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such a reference to Arbitration, the Arbitrator should ask the aggrieved party to approach the designated authority for such mechanisms before the Arbitration proceedings are started.
- 12.5. The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- 12.6. On receipt of such claims, the respondent shall submit its defence statement and counter-claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- 12.7. No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal due to the delay in making it.
- 12.8. Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- 12.9. As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential except in certain situations, like if the disclosure is necessary for the implementation or execution of the arbitral award.
- 12.10. The concerned parties shall bear the arbitration cost as per section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by the Procuring Entity and/ or the Government from time to time, in line with the Arbitration

and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by the Procuring Entity or the Government under this clause or by any court of law unless directed explicitly by Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.

- 12.11. The arbitrator shall be entitled to a 50 per cent extra fee if the award is made within 6 months as per provisions in section 29(A) (2) of The Arbitration Act. The Arbitrator shall also be entitled to this extra fee in cases where the Fast Track Procedure in section 29 (B) of The Arbitration Act is followed.

### **13. DEFAULTS, BREACHES, TERMINATION, AND CLOSURE OF CONTRACT**

- 13.1. In case the Consultant undergoes insolvency or receivership, neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of contract.
- 13.2. If the Consultant fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
- 13.3. If the Consultant being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or if the Consultant is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.

- 13.4. As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Consultant, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Consultant would be suspended as per GCC above to safeguard needed recoveries due to invoking contractual remedies.
- 13.5. In the event of an unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per the sub-clause above, the Procuring Entity, if so decided, shall take one; or more of the following contractual remedies. a) Recover liquidated damages and invoke a denial clause for delays; b) Temporarily withhold payments due to the Consultant till recoveries due to invocation of other contractual remedies are complete; c) Call back any loaned property or payment advances with a levy of interest at the prevailing rate; d) Encash and/ or Forfeit performance or other contractual securities. e) Prefer claims against the insurance, if any; f) Terminate the Contract for default, fully or partially, including its right for Risk- and-Cost Procurement as per the following sub-clause; g) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the other remedies above.
- 13.6. By written Notice of Termination for Default sent to the Consultant, terminate the contract in whole or in part, without compensation to the Consultant. a) Such termination shall not prejudice or affect the rights and remedies, including under the sub-clause below, which have accrued and/ or may accrue to the Procuring Entity after that; b) Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated; c) All Defect Liability obligations, if any, shall survive despite the termination.
- 13.7. In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Consultant. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Consultant shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Consultant shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the

discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the Consultant of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

- 13.8. The Procuring Entity reserves the right to terminate the contract, in whole or in part, for its (the Procuring Entity's) convenience or frustration of Contract as per the sub-clause below, by serving written 'Notice for Determination of Contract' on the Consultant at any time during the currency of the contract. The notice shall specify that the termination is for the Procuring Entity's convenience or the contract's frustration. The notice shall also indicate inter-alia, the extent to which the Consultant's performance under the contract is terminated, and the date from which such termination shall become effective.
- 13.9. Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 13.10. Unless otherwise instructed by the Procuring Entity, the Consultant shall continue to perform the contract to the extent not terminated. All Defect Liability obligations, if any, shall survive despite the termination.
- 13.11. The Services and incidental goods/ works that can be delivered or performed within thirty days after the Consultant's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide: a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or; b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Consultant by paying an agreed amount for the cost incurred by the Consultant, if any, towards the remaining portion of the Services and incidental goods/ works.
- 13.12. Upon termination of this Contract, the Procuring Entity shall make the following payments to the Consultant: (a) payment for Services satisfactorily performed before the effective date of termination; and (b) in the case of termination under GCC clause 12, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

#### **14. CODE OF INTEGRITY IN PUBLIC PROCUREMENT; MISDEMEANOURS AND PENALTIES**

- 14.1. Procuring authorities as well as Consultants, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:
- 14.2. “Corrupt practice” - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;
- 14.3. “Fraudulent practice” - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the contract;
- 14.4. “Anti-competitive practice” - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more Consultants, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;
- 14.5. “Coercive practice” - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a contract;
- 14.6. “Conflict of interest” –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to proposal or execution process of contract; or improper use of information obtained by the (prospective) Consultant from the Procuring Entity with an intent to gain unfair advantage in the Procurement Process or for personal gain;

- 14.7. "Obstructive practice" - materially impede procuring entity's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Procuring Entity's rights of an audit or access to information;
- 14.8. Procuring authorities, Consultants, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any violation of the Code of Integrity (pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 14.9. Any Consultant must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or the Ministry/ Department of the Procuring Organisation from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.
- 14.10. If a consultant, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts: 1) Commits any of the following misdemeanours: (a) Violates the code of Integrity mentioned in GCC-clause 13 or the Integrity Pact if included in the Proposal/ Contract; (b) Any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work, non-performance or abandonment of contract, or violations of Bid/ performance Security conditions. 2) Commits any of the following misdemeanours: (a) Has been convicted of an offence: i) Under the Prevention of Corruption Act, 1988; or The Indian Penal Code or any other law is in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract; (b) It is determined by the Government of India to have doubtful loyalty to the country or national security considerations; (c) Employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt



government servants or employs a government officer within one year (or any other period prescribed by the relevant authority) of his retirement, who has had business dealings with him in an official capacity before retirement.

- 14.11. Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Proposal-documents or the contract, If the Procuring Entity concludes that a (prospective) Consultant directly or through an agent has committed a misdemeanour in competing for the proposal or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following: a) Termination of Contract for Default and availing all remedies prescribed thereunder; b) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement; c) Recovery of payments, including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate;
- 14.12. In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part, to: a) File information against consultant or any of its successors with the Competition Commission of India for further processing in case of anti-competitive practices; b) Initiate proceedings in a court of law against Consultant or any of its successors under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause;

**A. AMENDMENT OF, AND SUPPLEMENTS TO, CLAUSES IN THE GENERAL CONDITIONS**

- |     |                   |   |   |
|-----|-------------------|---|---|
| 1.1 | Language is       | : | English   |
| 1.2 | The addresses are | : |   |
|     | Client            | : | Chennai Metropolitan Water Supply and Sewerage Board, Chintadripet, Chennai 600 002 |
|     | Attention         | : | Chief Engineer(O&M-II)  |
|     | E – Mail          | : | <b>secandm@gmail.com</b>  |
- 1.3 The Member in charge is: *(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SCC 1.6.1 should be inserted here. If the Consultants consist only one entity, this Clause 1.8 should be deleted from the SCC.)*

14.13. The Authorized Representatives are:

For the Client : Chief Engineer(O&M-II)

For the Consultant: -----

- 1.5 The Consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

Consultants may appoint a tax consultant at their own cost to deal with matters of income tax for the Consultants and their staff.

The Consultants shall seek the information necessary to allow them to calculate their approximate liability for the applicable taxes, duties and impositions from an Indian Income Tax Consultants.

- 2.1 The date on which this Contract shall come into effect immediately from the date of letter of acceptance.
- 2.2 The date for commencement of services is 7 days after being declared effective
- 2.3. The period of consultancy shall be ----- from the effective date.
- 2.4 The successful Consultancy Firm/ bidder will be invited for signing agreement. The Consultancy Firm/ bidder is requested to furnish a performance security at the rate of 5% of the finalized agreement value in the form of Irrevocable Bank Guarantee from any one of the Nationalized / scheduled Bank in India taken in favour of — Managing Director, CMWSS Board payable at Chennai, valid for a period of -----months. The same will be released on successful completion of all the works satisfactorily. The validity of performance security will be extended according to the extension of contract period as per the agreement executed. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of the work assigned in the ToR or the finalized Agreement.

2.5 The Consultants shall not use these documents for purposes unrelated to the Contract without the prior written approval of the Client.

The details of account for the Local currency

Account Number :  
Type of Account :  
Name & Address of  
The Bank (Branch) :

The payments shall be made as per section V. clause 6.2.

## IV. APPENDICES

### APPENDIX A - DESCRIPTION OF THE SERVICES

“**Consultancy for** Conducting consultancy studies for -----”

#### OBJECTIVE

The objective of the consultancy is to conduct studies for -----.

#### SCOPE OF WORK

The scope of this consultancy work includes but is not limited to:

#### 3) TIMEFRAME FOR OUTPUTS

The overall assignment implementation schedule is ----- as detailed below:

S.No	Outputs	Timeline
1.	Inception Report- The report includes basic details of the projects with methodology and work plan and way forward	
2.	Draft DPR - The report includes Draft design, cost estimate and drawings for each component.	
3.	Final DPR incorporating the comments on Draft DPR along with detailed design, Cost Estimates and drawings - The report includes Detailed final design and estimate containing final detailed design along with flow chart, drawings, cost estimates, operating system for each component.	
4.	Draft Bid documents and BoQ- The output includes Draft Bid documents, Proposal drawings GPS mappings with digitalization and BoQ	

Note: i) On acceptance and approval of the reports / documents by the committee of CMWSSB, the payment shall be released.

i) After approval of the draft bid documents by the competent, the final bid documents have to be submitted to CMWSSB.

1. 10 copies of all designs, drawings in Auto CAD, reports, photographs and other documents(MS Word Format) with both hard and soft should be submitted.
2. On completion, the Consultant shall supply to the client 10 sets of all final drawings, specifications in hard copy and four sets in soft copy.
3. Consultant shall assist to get necessary clearances required for the -----
4. Consultant shall assist during the proof checking of the designs by the third party agency appointed by the client if required.
5. **Copy of the degree certificate / educational qualifications has to be enclosed with the C.V**

**B. Miscellaneous.**

- c) Consultant has to make his own arrangements for office accommodation transport communications and equipment for the consultancy study. No office accommodation will be provided by CMWSS Board for the consultancy study.
- d) The consultants will have to make their own arrangements for necessary computer software and hardware and transportation facilities.

**C. Review Committees to monitor the consultants' works:**

The works under this Project would be reviewed by the Special Committee comprising the following Officers every month:

- |  |           |
|--|-----------|
| i. Engineering Director, CMWSSB              | -Chairman |
| ii. Chief Engineer ( O&M ) I ,CMWSSB         | -Member   |
| iii. Chief Engineer ( O&M ) II ,CMWSSB       | -Member   |
| iv. Superintending Engineer WT&T             | -Convener |
| v. Superintending Engineer , P&D             | -Member   |
| vi. Executive Engineer,RO-II                 | - Member  |
| vii. Executive Engineer , Project –V         | -Member   |
| viii. & Proposal Scrutiny committee members. |           |

The consultant has to make detailed presentations whenever the review meeting convened to review.

## **APPENDIX B - CONSULTANTS' KEY PERSONNEL**

- List under:
- C-1 Titles and names, detailed job descriptions and minimum qualifications to be assigned to work and staff-months for each
  - C-2 Same information as C-1 for Key local personnel if required

## APPENDIX C - REVIEW COMMITTEE

### Review Committee to monitor the consultant's works:

1 The works under this Project would be reviewed by the Special Committee comprising the following Officers every month:

- i. Engineering Director, CMWSSB -Chairman
- ii. Chief Engineer ( O&M ) I ,CMWSSB -Member
- iii. Chief Engineer ( O&M ) II ,CMWSSB - Member
- iv. Superintending Engineer WT&T - Convener
- v. Superintending Engineer, P&D - Member
- vi. Executive Engineer, RO-II - Member
- vii. Executive Engineer, Project -V -Member
- viii. & Proposal Scrutiny committee members.

The consultant has to make detailed presentations whenever the review meetings are convened.

This Review Committee will review periodically all the reports furnished by the consultants at various stages and communicate its remarks for correction and incorporation by the consultant.

The Chief Consultant shall attend the periodical Review Meeting conducted by the Client with the required progress details. During the review meeting the Chief Consultant shall give detailed presentations to the members of the committee.

## **APPENDIX D - TERMS OF PAYMENT**

Terms of payment – Refer Clause 6.1 GCC.



**APPENDIX – E**

**PROJECT IMPLEMENTATION TEAM**

CMWSS Board will nominate the following Engineers for implementing this Project.

1. Chief Engineer (O&M)-II -1 No - Overall in-charge for the execution of this Project
2. Superintending Engineer /WT&T- 1 No– In-charge for the execution of this Project
3. Executive Engineer/RO-II - 1 No
4. Assistant Executive Engineer/T&T- 1 No
5. Assistant Engineer/PWTP - 1 No

Note: The above Project Team is indicative and is subject to modification at the time of execution according to the need.

## ***V Fraud and Corruption***

(This Section, Fraud and Corruption shall  
not be modified)

### 1. Purpose

The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

The Bank requires that Borrowers (including beneficiaries of Bank financing); firms (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any actor omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation ; or

- (b) Acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2e.below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower 77 having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or other wise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) firms (applicants/proposers),consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

- 1 For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation,
  - (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and
  - (ii) entering into an addendum or amendment introducing a material modification to any existing contract.
- 2 A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been:
  - (i) included by the firm in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the firm to meet the qualification requirements for the particular bid ; or
  - (ii) appointed by the Borrower.
- 3 Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information