

**REQUEST FOR PROPOSAL TITLE: IDENTIFICATION & FINALIZATION OF A TECHNICAL RESOURCE AGENCY (TRA) FOR CLTS UP-SCALING IN SELECTED BLOCKS IN 6 DISTRICTS OF BIHAR**

**REQUEST FOR PROPOSAL NO.: SWASTH-BTAST/2014-11/T-03**

Dear Sir/Madam,

1. CARE International (UK), Options Consulting Services Ltd., UK and IPE Global Pvt. Ltd. India on behalf of the Department for International Development (DFID) supported Sector Wise Approach to Strengthening Health (SWASTH) – Bihar Technical Assistance Support Team (BTAST) are pleased to invite you to submit a proposal for the above contract in accordance with this Request for Proposal (RfP) package.
2. All information contained in this package should be treated as commercially confidential and you are required to limit dissemination on a need-to-know basis.
3. This RFP package consists of the following documents:
  - i. RFP Instructions including Proforma 1-3 and Annexure 1-3;
  - ii. Terms of Reference for the assignment;
  - iii. Draft Contract Documents comprising of:
    - Section 1 Form of Contract
    - Section 2 General Conditions of Contract
    - Section 3 Terms of Reference/Scope of Work
    - Section 4 Special Conditions (to be finalised later)
    - Section 5 Schedule of Prices (to be finalised later)
    - Section 6 Format of Invoice
4. **If you intend to submit a proposal you must send an acknowledgement, by letter/e-mail ([btastprocurement@ipeglobal.com](mailto:btastprocurement@ipeglobal.com)), within 3 days quoting the proposal title and number.**
5. IPE Global will endeavour to make available all relevant information in the RFP. Should you need any further information or clarification during the proposal period you must contact only the undersigned.
6. On no account should the Bidders communicate directly with any other IPE Global/BTAST personnel or officials of the Department for Health and Family Welfare (DoH&FW); Social Welfare Department (SWD); and Public Health Engineering Department (PHED), Government of Bihar (GoB). Failure to comply with this requirement may result in the disqualification of your organisation from this competition.
7. **No queries will be accepted by the undersigned 10 calendar days before the closing date.** Therefore any requests should be submitted at the earliest opportunity by letter or email. To ensure equity, where appropriate, IPE Global's response will be notified to all Bidders without disclosure of the initiator.
8. The Commercial Proposal should specify the total amount in Indian Rupees (INR), giving details of expenses (as per paragraph 4 of RFP Instructions). The commercial proposal should be valid for acceptance for at least 180 days.

9. Proposal must be received by **15.00 hours on December 09, 2014** at

**Kind Attention:**

Director – Program Management  
SWASTH – BTAST  
2<sup>nd</sup> Floor, IAS Colony  
Kidwaipuri, Patna – 800001, Bihar  
Email: [btastprocurement@ipeglobal.com](mailto:btastprocurement@ipeglobal.com)

**Proposals received after the due time and date will be returned unopened.**

10. The bidders who meet the pre-qualification criteria of having an average turnover of a minimum of Rs. 100 Lakhs in last 3 financial years (i.e. 2013-14, 2012-13, 2011-12) would be considered for the next stage of evaluations. The bidder must submit extracts from the audited Balance Sheet and Profit & Loss Account AND Certificate from the Chartered Accountant as an evidence for the pre-qualification criteria.
11. The tenderers who meet the pre-qualification criteria as mentioned in Point 10 above, would be considered for Technical Evaluations. Proposals for this assignment will be assessed in accordance with Quality and Cost-based selection (QCBS) system and will involve both technical and commercial evaluation with the following weightage:

Technical Evaluation	70%
Commercial Evaluation	30%

12. The broad evaluation criteria shall be as follows.

MAIN CRITERIA	WEIGHTAGE
<b>Experience of firm in country /region:</b> Agency having headquarter and functional office in Bihar; Experience of working in Bihar; Experience of working in other Hindi speaking States with similar socio-cultural milieu (UP, MP, JHK, CG); Experience of working on WASH issues in other states.	<b>10</b>
<b>Firm's experience of successful completion of projects of similar nature:</b> Field implementation using participatory community mobilization approaches under TSC/NBA/Swachh Bharat Abhiyan (G)/other WASH interventions; Community focused training & research intervention using participatory skills; WASH focused publications, policy documents, papers, films, communication material; Experience of working on development projects with UN/Bilateral Agencies.	<b>25</b>
<b>Responsiveness to TOR - Understanding of assignment, Appropriate approach and methodology – innovation, adaptability to local conditions, quality and extent of details:</b> Clarity on the Assignment; Approach & Methodology; Innovations (Convergence & Partnership, Equity & Inclusion); Programme Management & Monitoring Mechanism; Extent of Detailing/Quality of Proposal.	<b>20</b>

MAIN CRITERIA	WEIGHTAGE
<p><b>Key Personnel<sup>1</sup> (General Qualifications, Appropriate Experience and Track Record, Experience in the Region/State, Back Up Support, Availability and Certainty of Obtaining Named Individuals etc.) and Management Structure of Team<sup>2</sup>:</b></p> <p>Academic Qualification of Key Personnels;  Total Working Experience (In Yrs.) of the Key Personnels  Experience of the Key Personnels in Managerial &amp; Lead Role;  Experience of the Key Personnels in Training, Research, Monitoring &amp; Evaluation and Field Implementation in WASH/CLTS/Other Community Mobilization techniques.</p>	<b>15</b>

13. The bidder should furnish adequate information as evidence for assessment on the criteria as mentioned above.
14. Wherever applicable the bidder should attach certified copy of the related work orders, certificates and documents.
15. Commercial proposal of only those firms receiving minimum of 50% in technical evaluation will be opened. The commercial proposals of those firms who don't qualify in technical evaluation will be returned unopened.
16. Short-listed firms may be requested to make a presentation, if required.
17. The organisations invited to submit a proposal are expected to adhere to the General Conditions of Contract which are attached.

Yours faithfully,

Director – Program Management  
SWASTH – BTAST

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<sup>1</sup> Agencies will not be allowed to change the CVs once submitted, and if awarded the contract, will be required to place only those persons whose CVs have been approved by BTAST. Any replacement will be allowed only in exceptional cases, with prior approval of BTAST.

<sup>2</sup> Agencies will be required to specify the criterion for selection of other team members.

**LETTER OF ACKNOWLEDGMENT**  
(to be returned on Company headed paper)

To,  
Director – Program Management  
SWASTH – BTAST  
2<sup>nd</sup> Floor, IAS Colony  
Kidwaipuri, Patna – 800001, Bihar  
Email: [btastprocurement@ipeglobal.com](mailto:btastprocurement@ipeglobal.com)

Date:

Dear Sir,

**REQUEST FOR PROPOSAL TITLE: IDENTIFICATION & FINALIZATION OF A TECHNICAL RESOURCE AGENCY (TRA) FOR CLTS UP-SCALING IN SELECTED BLOCKS IN 6 DISTRICTS OF BIHAR**

**REQUEST FOR PROPOSAL NO.: SWASTH-BTAST/2014-11/T-03**

We acknowledge receipt of the documents listed in your Invitation to Submit a Proposal package for the above project.

- A. We confirm that we will submit a proposal for the above assignment by [Proposal due date; see Covering Letter] in accordance with the "Form of Proposal" and the specified requirements.<sup>3</sup>
- B. We do not wish to submit a proposal and therefore return the total Invitation to Submit a Proposal package with this letter.<sup>4</sup>

Yours faithfully,

Name:

Position:

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<sup>3</sup> alternative as appropriate

<sup>4</sup> alternative as appropriate

# **REQUEST FOR PROPOSAL INSTRUCTIONS**

## INTRODUCTION

### 1. General

- 1.1. This Request for Proposal (RfP) is designed to help you produce a proposal that is acceptable to IPE Global, in accordance with the requirements of the Department for International Development (DFID) for contracting and procurement and procurement of consultants. It is essential, therefore, that you provide the information requested in the specific format.
- 1.2. The instructions should be read in conjunction with information specific to the Project contained in the covering letter and in the accompanying documents.
- 1.3. IPE Global is not bound to accept the lowest, or any, proposal. We also reserve the right to request any, or all, of the Bidders to meet with us to clarify their proposal.

## INSTRUCTIONS FOR SUBMITTING YOUR PROPOSAL

### 2. Format of Your Proposal

- 2.1. Your proposal should be submitted in English and be set out in two main parts:
  - Part A – Technical
  - Part B – Commercial; separate commercial bids for Clusters.
- 2.2. The bidders are required to submit their commercial bids for **Clusters** separately. Bidders may submit commercial bids for one, two or all clusters, however the successful bidder will not be allotted more than 1 Cluster.
- 2.3. The Clusters are as below:
  - Cluster 1: Bhagalpur + Jamui
  - Cluster 2: Begusarai + Araria
  - Cluster 3: Buxar + Madhubani
- 2.4. Part A and Part B (separate commercial bids for Clusters) must be bound separately and submitted in separate envelopes to enable evaluation of Technical and Commercial independently. **Please do not include any price information in Part A.** Also please submit a CD/DVD for Part A (Technical Proposal) separately, in MS-Word format, in the corresponding envelope. No publicity material is required.

### 3. Part A – Technical Proposal

- 3.1. Your Technical Proposal should be structured in 6 sections:
  - i. Section 1 Relevant extracts from the audited Balance Sheet and Profit & Loss Account and Certificate from the Chartered Accountant as an evidence for the Pre-Qualification Criteria.
  - ii. Section 2 Any Qualification to Terms of Reference
  - iii. Section 3 Technical Response (including method of implementation and work plan in the form of a Gantt chart showing activities, milestones, deliverables etc. against time)
  - iv. Section 4 Names & CVs of personnel to work on this project (in the CV please cover name of staff, nationality of staff, profession/designation of staff, proposed position in the team, whether employee of the firm, number of years with the firm, key qualifications, education, experience and languages known)
  - v. Section 5 Personnel Inputs against each activities/tasks of the ToR in tabular format – include person days **without any reference to fees.**

- vi. Section 6 Previous experience of the firm in similar types of assignments completed during last 5 years (please indicate name of assignment, name/address of employer, date of award of assignment, date of completion of assignment, value of the assignment and role of your firm viz. prime consultant, sub-consultant, consortium member etc.)
- vii. Section 7 Matters not appropriate in any other appendix, e.g. Joint Ventures, Disclosures, Conflict of Interest etc.

3.2. **Please submit one hard copy and a CD/DVD containing the soft copy of your, Technical Proposal in MS-Word format). Please note that the CD/DVD should not contain the Commercial Proposal.**

#### 4. Part B – Commercial Proposal

- 4.1. The bidders are required to submit their commercial bids for the **Clusters** separately. Bidders may submit commercial bids for one, two or all clusters.
- 4.2. All quoted prices should remain valid for a period of at least 180 days from the date of the offer and should be only in Indian Rupees (INR).
- 4.3. Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.
- 4.4. Please note that IPE Global Policy places the burden of exchange rate fluctuations on the supplier, who will be expected to absorb the impact of these within and across their contracts.
- 4.5. Your Commercial Proposal should be structured in 4 Sections.
  - i. Section 1 Confirmation of acceptance of IPE Global's Conditions of Contract
  - ii. Section 2 Pricing, using Pro-Forma 1, 2 & 3 on a Fees and Expenses basis
  - iii. Section 3 A list of the names and designation of all nominated personnel proposed to work on this project
  - iv. Section 4 Matters not appropriate in any other appendix, e.g. your service tax registration number (for Indian companies only), your turnover and net profit for last financial year (attach Copy of latest balance sheet and profit & loss account), Commercial aspects of joint venture company (if applicable), parent company guarantees (if applicable)

#### 5. Evaluation

**The Pre-Qualification Criteria:** covers circumstances where IPE Global must exclude a Respondent from participating further in the procurement. The Procurement Expert therefore applies a pass/fail assessment of the pre-qualification response on the specific question. **No further evaluation is carried out if the Pre-Qualification Criteria Responses have been rejected under Part A.**

**Part A – Technical Evaluation:** The Technical Evaluation places emphasis on the degree of confidence the Evaluation Team have in the Proposal content and the Bidder's capability to deliver the outputs effectively. **Commercial proposals of only those firms receiving minimum of 50% marks out of the maximum 70 in technical evaluation will be opened.**

**Part B – Commercial Evaluation:** Commercial proposals of only those firms clearing the Technical Evaluation stage under Part A will be opened; post which the evaluation will be done in accordance with the **Quality and Cost-based Selection (QCBS) method.**

- 5.1. Technical Evaluation (Part A)

The Technical Evaluation places emphasis on the degree of confidence the Evaluation Team have in the Proposal content and the Bidder's capability to deliver the outputs effectively. A higher degree of confidence is gained where:

- A deep understanding of key issues is clearly demonstrated. Merely providing general statements of information and a can-do attitude will not generate high scores.
- A convincing methodology is provided to achieve results, whilst ensuring optimal value for money over the lifetime of the contract. The methodology should include clear links between performance outputs and pricing mechanisms (such as milestones for payment linked to clear deliverables).
- The methodology includes monitoring & performance management tools where appropriate, such as: critical path analysis, risk strategies/mitigation plans, communications plans etc.
- A detailed Work Plan is provided that breaks down activities and outputs, which are clearly cross referenced (where appropriate) to payment mechanisms and governance/quality assurance mechanisms to ensure effective delivery on time and within budget.
- Strong examples demonstrate the proposed methodology has been applied successfully in environments relevant to this RFP.
- A well balanced Team is proposed that provides the right mix and level of skills, with assured availability at the right time and with the right number of days. The Bidder should explain their recruitment methodology and how the selection of local and international team members has been tailored to ensure best value.
- Greater effort has been made to provide certainty in the Proposal detail so that it can be relied on from a contractual perspective (for example, poor management processes, lack of performance measures and vague terminology represent a potential performance risk).

#### 5.1.1 Scoring Methodology

The Evaluation Team will apply the following scoring methodology:

<b>6</b>	Excellent, addresses the requirements of the ToR and all RFP issues, and where relevant demonstrates fine tuning, to make a match with Client expectations, and is of a quality and level of detail and understanding that provides confidence in certainty of delivery and permits full contractual reliance (where applicable)
<b>5</b>	High degree of confidence that they can meet the requirements of the ToR (and where relevant strong evidence they have tailored their response to meet these). Demonstrates they have a thorough understanding of what is being asked for and that they can do what they say they will; translates well into contractual terms (where applicable)
<b>4</b>	An understanding of all issues relating to delivery of the ToR and tailoring the response to demonstrate that proposals are feasible so that there is a good level of confidence that they will deliver; can be transposed into contractual terms (where applicable)
<b>3</b>	Understands most of the issues relating to delivery of the ToR and addresses them appropriately with sufficient information, but only some relevant tailoring and so only some confidence that they will be able deliver in line with expectations
<b>2</b>	Some misunderstandings of the issues relating to delivery of the ToR and a generally low level of quality information and detail. Poor appetite to tailor when asked and so fails to meet expectations in many ways and provides insufficient confidence.
<b>1</b>	ToR issues are scantily understood and flimsy on quality information, with minimal tailoring if anywhere relevant. Provides no confidence that the issues will be addressed and managed at all in line with expectations
<b>0</b>	Complete failure to address the requirements of the ToR.

The above scoring methodology will be applied to each of the Criteria detailed in the table below. The Total Score for each Criteria will comprise of the score awarded (0 to 6) multiplied by the weightage allocated to each Criteria.

#### 5.1.2 Evaluation Criteria



The Evaluation Criteria based on which evaluation of technical proposals of the bidders shall be carried out are detailed in the table below:

MAIN CRITERIA	WEIGHTAGE
<p><b>Experience of firm in country /region:</b> Agency having headquarter and functional office in Bihar; Experience of working in Bihar; Experience of working in other Hindi speaking States with similar socio-cultural milieu (UP, MP, JHK, CG); Experience of working on WASH issues in other states.</p>	<b>10</b>
<p><b>Firm's experience of successful completion of projects of similar nature:</b> Field implementation using participatory community mobilization approaches under TSC/NBA/Swachh Bharat Abhiyan (G)/other WASH interventions; Community focused training &amp; research intervention using participatory skills; WASH focused publications, policy documents, papers, films, communication material; Experience of working on development projects with UN/Bilateral Agencies.</p>	<b>25</b>
<p><b>Responsiveness to TOR - Understanding of assignment, Appropriate approach and methodology – innovation, adaptability to local conditions, quality and extent of details:</b> Clarity on the Assignment; Approach &amp; Methodology; Innovations (Convergence &amp; Partnership, Equity &amp; Inclusion); Programme Management &amp; Monitoring Mechanism; Extent of Detailing/Quality of Proposal.</p>	<b>20</b>
<p><b>Key Personnel<sup>5</sup> (General Qualifications, Appropriate Experience and Track Record, Experience in the Region/State, Back Up Support, Availability and Certainty of Obtaining Named Individuals etc.) and Management Structure of Team<sup>6</sup>:</b> Academic Qualification of Key Personnels; Total Working Experience (In Yrs.) of the Key Personnels Experience of the Key Personnels in Managerial &amp; Lead Role; Experience of the Key Personnels in Training, Research, Monitoring &amp; Evaluation and Field Implementation in WASH/CLTS/Other Community Mobilization techniques.</p>	<b>15</b>

## 5.2. Commercial Evaluation (Part B)

- 5.2.1 The Commercial Proposals of technically qualified Bidders will be opened, post which the evaluation will be done in accordance with the **Quality and Cost-based Selection (QCBS) method**.
- 5.2.2 Bidders should aim to demonstrate within the Commercial Proposal that their overall Proposal offers the best mix of quality and effectiveness for the least outlay over the period of using the goods or services required. The Commercial Proposal should therefore be clear on whole life costs over the duration of the contract, including (but not limited to) cost elements such as: capital, maintenance, management, operating and disposal costs. Where appropriate, the Proposal should highlight where it continues to add value beyond the life of the contract (e.g. lower maintenance costs for the recipient Government after the IPE Global contract has ended).

<sup>5</sup> Agencies will not be allowed to change the CVs once submitted, and if awarded the contract, will be required to place only those persons whose CVs have been approved by BTAST. Any replacement will be allowed only in exceptional cases, with prior approval of BTAST.

<sup>6</sup> Agencies will be required to specify the criterion for selection of other team members.

5.2.3 The Commercial Proformas (1-3) provided at end of this section should be fully completed in the format requested. The detail provided in the Proformas should be easily cross referenced to the Financial Plan.

5.2.4 All proposal prices should be in Indian Rupees (INR). Please note that IPE Global policies do not allow advance payment to consultants.

## **6. Nominated Personnel**

6.1. You must:

- a) confirm that all personnel will be available to provide the required services for the duration of the contract;
- b) give the name of their employer or state if self-employed if any of the personnel is not a member of the Bidder's staff;
- c) obtain prior written agreement from IPE Global, Health Dept./PHED/SWD, Govt. of Bihar or DFID via the Contract Officer, before nominating a member of IPE Global/Care/Options, Health Dept./PHED/SWD, Govt. of Bihar or DFID staff who is in service, or on leave of absence, or has been a staff member of IPE Global/Care/Options, Health Dept./PHED/SWD, Govt. of Bihar or DFID within the past 2 years;
- d) if nominating an ex- IPE Global/Care/Options, Health Dept./PHED/SWD, Govt. of Bihar or DFID employee who has left the service within the past 2 years, include a letter from the IPE Global/Care/Options, Health Dept./PHED/SWD, Govt. of Bihar or DFID granting permission for them to undertake the services.

## **7. Alternative Proposals**

7.1. If the Bidder considers that the requirements could be met in a more effective or cost-efficient way. The Bidder may submit a separate Technical and Commercial Proposal that is clearly titled 'Alternative Proposal'. However, the following instructions should be noted:

- a) the alternative proposal should be submitted as a separate offer accompanying the primary proposal
- b) it is the responsibility of the Bidder to provide full technical and commercial details to allow consideration of alternative Proposals

## **8. Government Tax**

8.1. Proposals are responsible for establishing the status of the Services for the purpose of any government tax applicable in India. Any applicable taxes should be included in Proforma 3.

## **9. Alterations to Proposals**

9.1. Any manuscript or other alteration to the proposal must be countersigned and dated by the person submitting the proposal. The Bidder must not alter the RFP documents.

## **10. Selection of Proposals and Rejection of Non-Compliant Proposals**

10.1. The instructions contained in the RFP Pack constitute the Conditions of Proposal. Participation in the proposal process confirms that the Bidder accepts these Conditions of Proposal.

10.2. The Bidder must ensure that each and every employee, sub-contractor, consortium member and any other person / organisation the Bidder involves in their response to this RFP, abides by the Conditions of Proposal. The Bidder shall be responsible for any breach of the Conditions of Proposal by anyone they have involved in their response to this RFP.

- 10.3. Prior to commencing the evaluation process, IPE Global will check Proposals received to ensure they are fully compliant with the Conditions of Proposal. Non-compliant Proposals may be rejected by IPE Global.

## 11. Letters and Declaration to Accompany Proposals

- 11.1. Your Proposal must be accompanied by a letter on the organization's headed paper showing the full registered and trading name(s), trading and registered office address of the Bidder and, in the case of a Company, the place of incorporation. It should be signed by a person of suitable authority to commit the Bidders to a binding contract. You must quote the Proposal Title, Proposal Number and include the following declarations:
1. We have examined the information provided in your Request for Proposal (RfP) and offer to undertake the work described in accordance with requirements as set out in the RFP. This proposal is valid for acceptance for 180 days from the date of the offer and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.
  2. (if applicable) This proposal is a Joint Venture with [ ]. A copy of the agreement is enclosed.
  3. We accept that any contract that may result will a) comprise the contract documents issued with the RFP and be based upon the documents submitted as part of our proposal.
  4. (if applicable) Certain information included in this proposal would if disclosed prejudice our commercial interests. The particular information together with an explanation, and the period this information should be withheld, is attached to this letter.
  5. The Proposal (Technical & Commercial) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other supplier invited to proposal for this contract.
  6. We understand the obligations in Paragraph 13 of the RFP instructions and have included any necessary declarations.
  7. We confirm that all personnel and/or sub-contractors named in the proposal will be available to undertake the services.
  8. We agree to bear all costs incurred by us in connection with the preparation and submission of this Proposal and to bear any further pre-contract costs.
  9. The number of employees in our firm is below 250/above 250. (Please state whichever is applicable. This is required to measure the trends in line with the Government's commitment to the participation of Small and Medium Size Enterprise (SMEs)).
  10. I confirm that I have the authority of [name of organisation] to submit proposals and to clarify any details on its behalf.

## 12. Packaging and Delivery of Proposals

- 12.1. Part A – Technical and Part B – Commercial (for separate Clusters) **must be bound separately** and submitted in separate envelopes to enable evaluation of Technical and Commercial independently. **Please do not include any price information in Part A.** Also please submit a CD for Part A (Technical Proposal) separately, in MS-Word format, in the corresponding envelope.
- 12.2. These two envelopes should be clearly marked as **PART A – TECHNICAL PROPOSAL** and **PART B – COMMERCIAL PROPOSAL** with the name of the **cluster(s)**. **If the Technical Proposal and Commercial Proposal are not submitted in separate sealed envelopes, the proposal will be rejected.**
- 12.3. Then the two envelopes should be sealed in **One Double Sealed Envelope** clearly labelled with the following and should be addressed to the undersigned:
- Proposal Title

- Proposal Number
- Proposal Due Date
- Bidder's Name

Proposal must be received by **15.00 hours on December 09, 2014** at

**Kind Attention:**

Director – Program Management  
SWASTH – BTAST  
2<sup>nd</sup> Floor, IAS Colony  
Kidwaipuri, Patna – 800001, Bihar  
Email: [btastprocurement@ipeglobal.com](mailto:btastprocurement@ipeglobal.com)

Late proposals will not be accepted in any circumstance and will be returned unopened. No special pleadings will be accepted. **Faxed or e-mailed proposals will not be accepted.**

12.4. IPE Global accepts no responsibility for the premature opening of any incorrectly marked Proposals.

## OTHER INFORMATION

### 13. Conflict of Interest

- 13.1. Bidders must disclose in their Proposal details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest; this includes any sub-contractor, if they were awarded this contract. Where Bidders identify any potential conflicts they should state how they intend to avoid such conflicts. IPE Global reserves the right to reject any Proposal which, in IPE Global's opinion, gives rise, or could potentially give rise to, a conflict of interest.
- 13.2. Bidders are required to sign and return the **Declaration of Conflict of Interest provided at Annexure 1** of this section.

### 14. Collusive Behaviour

#### 14.1. Any Bidder who:

- a) fixes or adjusts the amount of its Proposal by or in accordance with any agreement or arrangement with any other party; or
- b) communicates to any party other than IPE Global or, the amount or approximate amount of its proposed Proposal or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Proposal or insurance or any necessary security); or
- c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Proposal; or
- d) enters into any agreement or arrangement with any other party as to the amount of any Proposal submitted; or
- e) offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Proposal or proposed Proposal, any act or omission, shall (without prejudice to any other civil remedies available to IPE Global and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

- 14.2. Bidders are required to sign and return the **Declaration of Non-Canvassing and Non-Collusive Proposing provided at Annexure 2** of this section.

## 15. Anti-Fraud and Anti-Corruption Statement

- 15.1 If selected, in the performance of their obligations under or in connection with the this proposal, the organization, their agents and employees will need to comply with all applicable laws, rules and regulations including but not limited to IPE Global's Anti-Fraud and Anti-Corruption Policy, the Bribery Act 2010 and where appropriate, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or their equivalent, as applicable in India.
- 15.2 Bidders are required to sign and return the **Declaration – Anti-Fraud and Anti-Corruption provided at Annexure 3** of this section.

## 16. Confidentiality

- 16.1. All material issued in connection with this RFP shall remain the property of IPE Global and shall be used only for the purpose of this procurement exercise. All information provided shall be either returned to IPE Global or securely destroyed by unsuccessful Bidders at the conclusion of the procurement exercise.
- 16.2. The contents of this RFP are being made available by IPE Global on condition that:
- a) Bidders shall at all times treat the contents of the RFP and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
  - b) Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
  - c) Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Proposal;
  - d) Bidders shall not undertake any publicity activity in connection with this RFP within any section of the media;
  - e) Bidders may disclose, distribute or pass any of the information to the Bidder's advisers or to another person provided that either:
    - This is done for the sole purpose of enabling a Proposal to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
    - The Bidder obtains the prior written consent of IPE Global in relation to such disclosure, distribution or passing of information; or
    - The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the RFP; or the Bidder is legally required to make such a disclosure.
- 16.3. In this section the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

## 17. Disclosures

- 17.1 The Bidder must disclose:
- a) If they
    - are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder including but not limited to the appointment of any officer such as a receiver in relation to the Bidder's

personal or business matters or an arrangement with creditors or of any other similar proceedings.

- b) If they or any of the Bidder's sub-contractors have been convicted of, or are the subject of any proceedings, relating to:
- a criminal offence or other offence, a serious offence involving the activities of a criminal organisation or found by any regulator or professional body to have confirmed professional misconduct.
  - corruption including the offer or receipt of any inducement of any kind in relation to obtaining any contract, with DFID/IPE Global, or any other donor of development funding, or any contracting authority.
  - failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.
- c) If they or any of the Bidder's sub-contractors:
- are, or have reason to believe they may have been, or are subject of any proceedings, that may be listed by the World Bank in its 'Listing of Ineligible Firms' or 'Listings of Firms, Letters of Reprimand' posted at [www.worldbank.org](http://www.worldbank.org) or on any similar list maintained by any other donor of developing funding, or any contracting authority.
- 17.2 Disclosure extends to any company in the same group of the Bidder (including but not limited to parent subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the Bidder is associated in respect of this proposal).
- 17.3 If a Bidder or related company or any individual discloses details of any previous misconduct or complaint, IPE Global will seek an explanation and background details from them. At the sole discretion of IPE Global an assessment as to whether the Bidder will be allowed to submit a proposal, will then be made.

## 18. Joint Venture (or other form of association) Proposals

- 18.1. Where the Proposal is submitted by the Bidders in conjunction with one or more associates then, in the absence of a Joint venture agreement the 'Associate' shall be deemed to be a sub-contractor to the Bidders and shall not be a party to the contract.
- 18.2. Proposals submitted by potential Joint Venture partnerships must include in the Proposal documents a "Letter of Intent to form a Joint Venture" in the event of being successful and:
- a) be signed by a duly authorised representative of each partner with details of each signatory provided in print below each signature
  - b) include an express provision that each partner is jointly and severally liable in respect of the Bidder's obligations
  - c) provide details of the name of the partner nominated to act as manager of the Joint Venture and who is authorized to act for the Joint Venture in terms of committing it to any obligations and liabilities and to receive and act upon instructions from IPE Global and to make and receive payments
  - d) state full details of the proposed structure; the division of technical responsibilities between the partners and intended capitalisation.

## 19. IPE Global's Treatment of Your Proposal

- 19.1. IPE Global is committed to ensuring Value for Money <sup>7</sup>in complex procurements. Therefore, when you submit a proposal, we will
- a) ensure proposals are registered upon receipt and held securely until after the deadline for receipt of proposals;
  - b) witness the opening of all proposals after the time and deadline for receipt of proposals and separately register the commercial details of each proposal;
  - c) return, unopened, any proposals received after the deadline of receipt of proposals;
  - d) disqualify any non-compliant proposals (i.e. proposals failing to meet the terms of these instructions) received. The commercial details of such proposals will be recorded and marked as disqualified;
  - e) ensure that all proposals are evaluated objectively, in line with the evaluation criteria specified;
  - f) following evaluation, inform the Bidders within 10 working days of the decision being made;
  - g) following evaluation, provide feedback to each Bidder within 15 calendar days of written request and within the bounds of confidentiality;

## 20. Disclaimers

- 20.1. Whilst the information and supporting documents provided in this RFP Pack have been prepared in good faith, it does not purport to be comprehensive. Neither IPE Global, nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:
- a) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the RFP; or
  - b) accepts any responsibility for the information contained in the RFP or for the fairness, accuracy or completeness of that information, nor shall any of them be liable for any loss or damage (other than in respect of deceit or fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
  - c) Any persons considering making a decision to enter into contractual relationships with IPE Global following receipt of the RFP should make their own independent assessment of IPE Global and its requirements, and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the RFP or any other associated documents is only authorised to be provided by the Procurement Expert named in the RFP covering letter.
- 20.2. This RFP and any dispute arising from it shall be governed by the laws of India.

## 21. Right to Cancel, Clarify or Vary the Process

- 21.1. IPE Global shall not be committed to any course of action as a result of:
- a) issuing this RfP or any invitation to participate in this procurement exercise;
  - b) communicating with a Bidder or a Bidder's representatives in respect of this procurement exercise; or
  - c) any other communication between IPE Global (whether directly or by its agents or representatives) and any other party.
- 21.2. By taking part in this competitive exercise, Bidders accept that IPE Global shall not be bound to accept any Proposal and reserves the right not to conclude a Contract for some or all of the services for which Proposals are invited.

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<sup>7</sup> Value for money is defined as the optimum combination of whole-life cost and quality to meet requirements.

21.3. IPE Global reserves the right to amend, add to or withdraw all or any part of this RFP at any time during the procurement exercise.

**22. Costs of the RFP**

Bidders will remain responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this RFP. This will be regardless of whether such costs arise as a result of any direct or indirect amendments made to this RFP by IPE Global at any time. For the avoidance of doubt, IPE Global shall have no liability whatsoever to Respondents for the costs of any amendments, changes, discussions or communications.



PROPOSAL TITLE:

PROPOSAL NUMBER:

**A. PERSONNEL INPUTS AND FEE RATES**

NAME	FIRM	EMPLOYMENT STATUS <sup>8</sup>	DESCRIPTION / POSITION	No of DAYS	DAILY FEE RATE (INR)	AMOUNT(IN R)
<b>TOTAL PROFESSIONAL FEES: (A) Rs.</b>						

\* Fees will only be paid for productive days and not for travel days.

\* IPE Global will not pay for a day of rest following travel.

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<sup>8</sup>Full Time/Project Resource

**PROPOSAL TITLE:**

**PROPOSAL NUMBER:**

**B. PROJECT EXPENSES**

Costs should be shown separately in the format set out below using separate sheets to provide full details under each heading. Government taxes, if applicable, should be shown separately on the Summary in pro forma 3.

Projected reimbursable costs should be shown separately in the format set out below using separate sheets to provide full details under each heading. Unit prices should be quoted for such items as air fares (stating the class of fare envisaged), subsistence, property rents and local transport (where this is to be provided by the Proposers).

PARTICULARS	NO	RATE	COST (Rs)
FARES			
Other travel costs (specify)			
Vehicle Rental for Local Travel			
<b>Sub Total</b>			
SUBSISTENCE person/days			
<b>Sub Total</b>			
ACCOMMODATION person/days City-----			
Other cities (specify)			
<b>Sub Total</b>			
PRODUCTION			
POST PRODUCTION CHARGES			
ANY OTHER (Specify)			
<b>TOTAL PROJECTED REIMBURSABLE COSTS (B): Rs.</b>			

# IPE Global will not reimburse costs for normal tools of trade (e.g. portable personal computers/projectors/camera/equipment, etc.)

PROPOSAL TITLE:

PROPOSAL NUMBER:

**SUMMARY OF FEE RATES AND EXPENSES**

PARTICULARS	AMOUNT (INR)
Total Professional Fees (A)	
Total Project Expenses (B)	
<b>Sub Total</b>	
Service Tax	
<b>GRAND TOTAL</b>	

*Please note that IPE policies do not allow advance payment to consultants.*

**Annexure 1: Declaration – Conflict of Interest**

**Declaration – Conflict of Interest**

I [Name], in my capacity as [Designation] with [name of the organisation] hereby declare that, to the best of our knowledge, [name of the organization] do not have any perceived or deemed conflict of interest in applying for this assignment – [insert proposal name].

I undertake to make any further declarations detailing any conflict, potential conflict or apparent conflict that may arise during the duration of our involvement with [insert proposal name]. We agree to abstain from any discussion and decision where such a conflict arises.

Signed by Authorized Representative of the Organisation

Name:

Designation:

Place and Date:

**Annexure 2: Declaration of Non-Canvassing and Non-Collusive Proposing****Declaration of Non-Canvassing and Non-Collusive Proposing**

The essence of the public procurement process is that the Contracting Authority shall receive bona fide competitive Proposals from all Bidders.

We, the undersigned, hereby certify that this is a bona fide Request for Proposal (RfP) and we have not nor has any other member of our supply chain:

1. Entered into any agreement with any other person with the aim of preventing RfPs being made or the conditions on which any RfP is made in respect of this invitation for RfP; or
2. Caused or induced any person to enter into such an agreement as is mentioned in Para 1 above; or
3. Committed any offence under the Prevention of Corruption Acts 1889 to 1916 or;
4. Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing to be done in relation to any other RfP for this invitation for RfPs; or
5. Canvassed any other persons in connection with this Request for Proposal; or
6. Communicated directly with any IPE Global personnel or Government of Bihar involved in work directly concerning this Request for Proposal, other than through the email address specified in the advertisement i.e. [procurement@ipeglobal.com](mailto:procurement@ipeglobal.com). This includes any aspect of the invitation for RfPs (without limitation) for the purpose of soliciting information or the transfer of related personnel into the employment of the Bidder.
7. We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 6 above before the hour and date specified for the submission of Request for Proposal.

In this certificate, the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signed by Authorized Representative of the Organisation

Name:

Designation:

Place and Date:

**Annexure 3: Declaration – Anti-Fraud and Anti-Corruption**

**Declaration – Anti-Fraud and Anti-Corruption**

The organization [name], in order to be considered for the assignment

- a) warrants and represents that it has not carried out; and
- b) undertakes that it will not carry out;

directly or indirectly through any other person or entity any unlawful act including without limitation the offer or payment of a bribe to a public official or any other person in connection with any matter connected with this assignment and has not in the past been investigated and/or held guilty of fraud, conspiracy, corruption or bribery, with respect to any project/organizational activity.

Further the organisation agrees to notify the Director – Program Management, SWASTH – BTAST immediately in writing with full particulars in the event that the organisation receives a request from any IPE Global official or any other person of influence requesting illicit payments.

If the organization is in breach of any term of this clause then the IPE Global shall be entitled to terminate the discussions regarding the assignment and blacklist the organization for any future work.

Signed by Authorized Representative of the Organisation

Name:

Designation:

Place and Date:

## **TERMS OF REFERENCE**

**SECTOR WISE APPROACH TO STRENGTHENING HEALTH (SWASTH)  
BIHAR TECHNICAL ASSISTANCE SUPPORT TEAM (BTAST)**

**TERMS OF REFERENCE FOR IDENTIFICATION & FINALIZATION OF A TECHNICAL RESOURCE AGENCY (TRA) FOR  
CLTS UP-SCALING IN SELECTED BLOCKS IN 6 DISTRICTS OF BIHAR**

**I. Background**

Government of Bihar (GoB) has launched “Sector Wide Approach to Strengthening Health” (SWASTH) programme with the aim of bringing significant improvements in health and nutrition status of people in Bihar. SWASTH, is funded by the Department of International Development (DFID), Government of the United Kingdom and has been designed for convergent actions primarily from three service delivery departments of the government - the Department for Health and Family Welfare (DoHFW); Social Welfare Department (SWD); and Public Health Engineering Department (PHED). SWASTH is a 6 years duration project being implemented since 2010.

SWASTH’s **goal** is “to improve the health and nutritional status of people in Bihar, particularly the poorest of the poor, and thereby accelerate the state’s progress towards the Millennium Development Goals (MDGs)”. Its **purpose** is “increased use of quality, essential health, nutrition, water and sanitation services especially by poorest people and excluded groups”.

SWASTH intends to achieve its purpose through the following outputs:

- Increased scale & functionality of nutrition, health and water and sanitation services;
- Community level initiatives to manage, demand and monitor, services;
- Strengthening systems for improved efficiency and effectiveness;
- Enhancing GoB’s capacity to work with non-government actors enhanced;
- Improving the quality and use of monitoring and evaluation systems.

**II. Specific Context**

Bihar has a total population of about 104 million<sup>9</sup>, out of which more than 75 million reside in 45103 revenue villages falling under 8,471 gram panchayats of 534 blocks in 38 districts of the state. National flagship program on rural sanitation, the Nirmal Bharat Abhiyan is being implemented in all 38 districts of the state. NBA has a total outlay of Rs. 2933.80 Crores<sup>10</sup>; of which the approved Central share is Rs. 1978.40 Crores. The state has been able to withdraw only Rs. 1131.28 Crores of Central funds under the NBA and the reported expenditure has been Rs. 910.61 Crores (80.49%), as on 30<sup>th</sup> September 2014.

The physical progress for different components under the NBA in the state has been poor. In terms of figures, state has been able to construct only 42.68%<sup>11</sup> household toilets against the target of 1,11,71,314. Similarly only 55.42% (9114 out of 16444) anganwadi toilets have been constructed. Though there has been considerable progress (93.86%) on the school toilets front, yet the issues like functionality of the toilets and access to toilets specifically for the girl child are far from being addressed. Overall, only 217 GPs against the total 8,471 GPs (2.56%) have achieved the Nirmal Gram Puraskar (NGP). As per Census data more than 72% population in rural Bihar still do not have access to any sanitary toilet and open defecation is rampantly observed across the state.

The current scenario in Bihar is a compelling case for large scale community engagement for sanitation improvement. It requires new reinvented community approach for seeking elimination of open defecation under the ongoing NBA and the state sponsored Lohiya Swachhata Yojana (LSY). The new approach needs to create sanitation demands for better utilization of funds by migrating to next step on the sanitation ladder.

Many community wide sanitation approaches emerged during the last decade. Community Led Total Sanitation (CLTS) is among one of the approach tested on large scale in different settings with impressive

<sup>9</sup> Census of India 2011

<sup>10</sup> <http://tsc.gov.in/tsc/Report/Financial>

<sup>11</sup> <http://tsc.gov.in/tsc/Report/Physical>



initial success. Evidence is emerging that CLTS is an effective approach to improve hygiene and sanitation behaviour where large scale open defecation is in practice. SWASTH has piloted the above approach in selected districts of the State. Till date CLTS facilitation techniques have been deployed in one block each of 4 districts (Jalalgarh block, Purnia district; Chanpatia block, West Champaran district; Bodh Gaya block, Gaya district and Khusrupur block, Patna district) of Bihar. There has been notable progress in terms of 47 GPs out of the 58 GPs in all becoming Open Defecation Free in terms of stopping open defecation and switching over to single point defecation by constructing kuchcha toilet.

Further to the ODF status, as many as 32 GPs are under different stages of saturation by construction of IHHLs with support from the DWSCs in their respective districts, under the NBA. Moreover, some wards in selected GPs of Purnia and West Champaran have also additionally taken up the components of solid & liquid waste management by exploring the options of minimising waste at the generation point and suitably managing the waste through localised options of recycle and reuse. Moreover, the CLTS approach has substantially created demand for sustainable sanitation in the focused GPs and blocks and has led to massive empowerment of communities, enhanced capacities of the natural leaders and GPs to themselves take up actions to implement sanitation programs like the NBA.

Considering this fact, there is a greater emphasis on scaling up of the CLTS efforts so that it could add on to the already developed evidence in the State. The Government, particularly the DWSCs have also been appreciative of the approach and are keen to take up CLTS approach to generate demand and capacitate the GPs for the cause of sanitation and a broader goal of collective and transparent approach for developmental programs.

In order to support the Public Health Engineering Department to spread out in the state for sanitation promotion- especially along the River Ganges, BTAST intends to use participatory approaches further for mobilizing communities and create demonstrable models in 1 block each of 6 selected districts of the State. Three of the above 6 districts are the SWASTH Priority districts; where as the other 3 are situated along the banks of the River Ganges. The specific details of the districts<sup>12</sup> are provided below:

S. No.	District	No. of Blocks	No. of GPs	No. of Villages	No. of habitations	Population (2011)	%age coverage of IHHLs <sup>*13</sup>
1	Araria	9	218	722	2383	2608115	38.31
2	Begusarai	18	229	785	3061	3088221	51.77
6	Bhagalpur	16	242	906	2809	2801728	35.42
4	Buxar	11	142	795	2500	1541029	50.07
3	Jamui	10	154	1593	3775	1707162	29.07
5	Madhubani	21	399	1029	2523	4994666	75.08
	<b>Total</b>	<b>85</b>	<b>1384</b>	<b>5830</b>	<b>17051</b>	<b>16740921</b>	

\* On basis of baseline entered by the PHED during commencement of TSC.

Details of the target blocks selected for the intervention are as under-

S. No.	District	Target Block	GPs	Villages	habitations	coverage of IHHLs <sup>6</sup>
1	Araria	Kursakanta	13	68	305	27.2 %
2	Begusarai	Bachhwara	18	57	255	33.1 %
3	Jamui	Gidhaur	8	20	90	21.6 %
4	Buxar	Buxar	16	90	201	-
5	Madhubani	Jainagar	15	21	88	-

<sup>12</sup>

[http://indiawater.gov.in/imisreports/Reports/BasicInformation/rpt\\_RWS\\_AbstractData\\_D.aspx?Rep=0&RP=Y&APP=IMIS](http://indiawater.gov.in/imisreports/Reports/BasicInformation/rpt_RWS_AbstractData_D.aspx?Rep=0&RP=Y&APP=IMIS)

<sup>13</sup> [http://tsc.gov.in/tsc/Report/Physical/RptStateWisePerAch\\_OnlyTSC\\_net.aspx?id=PHY](http://tsc.gov.in/tsc/Report/Physical/RptStateWisePerAch_OnlyTSC_net.aspx?id=PHY) as on 16<sup>th</sup> April 2014.

6	Bhagalpur	Sabaur	14	48	195	29.6 %
			<b>84</b>	<b>304</b>	<b>1134</b>	

### III. Purpose

Overall purpose of up-scaling CLTS intervention in 6 new districts is to scale up CLTS in the State; as functional and replicable model of the community led approach for hygiene & sanitation promotion. However the more specific purpose is:

- ❖ Making all the Gram Panchayats of the 6 identified blocks Open Defecation Free (ODF<sup>14</sup>).
- ❖ Strengthening the evidence of ODF communities in the state.
- ❖ Consolidation of the ODF and CLTS supported sanitation efforts in the state for wider scale up.
- ❖ Facilitate institutional learning and internalization by PHED; thereby leading to State level policy on CLTS as effective sanitation mobilisation tool.
- ❖ Enhance sanitation uptake and adoption of safe hygiene practices by the populace in rural Bihar.

### IV. Objective

The specific objectives of CLTS intervention in the identified blocks are,

1. Develop a Sanitation Status Assessment (SSA) Report, including a Sanitation Intervention Plan (SIP) for the allotted block/s.
2. Select and train motivators in the allotted block/s.
3. Mobilize communities by way of triggering sessions, follow up community meetings and house to house visits in all the villages.
4. Select and train masons in the allotted block/s.
5. Constitute & train Purchase Committees in all the GPs of the allotted block/s.
6. Facilitate procurement of toilet construction material in each habitation of the allotted block/s.
7. Facilitate construction of pucca toilet structures in each habitation of the allotted block/s.
8. Facilitate establishment of participatory monitoring mechanism in each habitation of the allotted block/s.
9. Facilitate mobilization of NBA incentive funds for each habitation of the allotted block/s, from PHED.
10. Regular & timely documentation & reporting of the intervention in the allotted block/s.

### V. Scope of Work

The scope of work for the proposed CLTS Piloting intervention has been elaborated along the following tasks.

#### 1. Sanitation Status Assessment

The Technical Resource Agency (TRA) will be required to conduct a Sanitation Status Assessment (SSA) of the allotted block/s. The SSA Report would essentially include the following,

- Current status of sanitation coverage, in terms of total household, households with functional toilets, household where toilets need to be constructed, and the household that are actually entitled for the incentive money.
- Status of toilet usage and reasons for non-usage of the toilets in the block.

<sup>14</sup> ODF or Open Defecation Free would mean,

All the houses of the GP under the block have pucca sanitary latrines.

All the villagers in the GP use only pucca sanitary latrines for defecation.

Child feces in the entire GP is disposed of safely in the sanitary latrines only.

All the schools and anganwadis in the GP have functional pucca sanitary latrines with running water and hand washing facility.

All the children in the school & anganwadi use only sanitary latrines for urination & defecation.

- Status of hygiene behaviour, and reasons thereof.
- Social mobilization approach/strategy used in the block.
- Type & extent of capacity building interventions, if any.
- Status of school & anganwadi sanitation in the block.
- The supply delivery mechanism in the block.
- The existing monitoring and reporting system in the block.

The SSA report should be prepared on the basis of a desk review of the secondary data, reports & documents, and consultation with different stakeholders - including PHED officials and the community members in the allotted block. The PHED data available on the GOI-IMIS and provided by the Executive Engineer district PHE Division will be treated as the baseline for the intervention.

SSA Report also needs to include mapping of the local sanitary ware vendors and material suppliers in the block to be done by the Technical Resource Agency (TRA). This would be essential to ensure unhindered supply of pans & traps along with the construction material for meeting the demand generated through triggering process.

TRA would be required to develop a Sanitation Intervention Plan (SIP) on the basis of the SSA report. SIP basically would have quarterly projection statements for the demand generated as a result of the triggering process. This plan would talk in detail about the information like total number of households with and without toilets, specific number of toilets to be made functional, number of toilets to be constructed in the allotted block, and number of toilets for which incentive can be released by PHED.

SIP should have an estimate on material required (bricks, pans, cement bags, sand etc.) for construction of the projected number of toilets, material availability points and suggested procurement procedures, as well as tentative timeline for construction of the desired number of toilets. SIP should also suggest an Incentive Release Schedule (IRS) matching the suggested timeline for construction of household toilets.

## **2. Selection & Training of Panchayat Motivators**

TRA will be required to identify and appoint two panchayat level motivators – one male and one female, and conduct a 5 days cluster/ block level CLTS training for capacity building of these panchayat motivators. The cadre of dedicated personnel trained in the motivators' training would be the flag bearers of the CLTS approach in their respective Gram Panchayats. TRA, during the above training, would be required to facilitate development of a detailed time bound and cluster/village wise triggering plan.

## **3. Community Level Triggering Sessions**

TRA would be required to conduct triggering sessions in all the habitations of the allotted block using participatory tools. Objective of these triggering sessions would be to generate a sense of shame and disgust amongst the villagers vis-a-vis the insanitary conditions prevailing in their villages. These triggering sessions should lead to formulation of a Village Action Plan to make the village Open Defecation Free (ODF) by way of construction and usage of pucca sanitary latrines in all the houses and completely stopping the habit of open defecation among the villagers, in next 3-6 months time.

## **4. Community Mobilization & Sensitization**

Both, pre and post triggering sessions, identified agency would be required to conduct following activities at the village level to engage the community in a dialogue, so as to bring about the desired behavioural and attitudinal change both at the household as well as community level:

### **a. House Hold Visits**

The Panchayat Motivators would be required to visit a minimum of 20-25 families every day, spending 15-20 minutes in each house on an average discussing water, sanitation and hygiene (WASH) issues, thus generating a need and demand for ODF village or Panchayat. List of the houses visited would be maintained date wise for monitoring & reporting purpose. A small booklet on house hold toilets, with

details like basic design, estimated cost and frequently asked questions (FAQs) developed by BTAST will have to be customized by TRA with minor changes and distributed during the house visits for broader understanding of the community members.

#### **b. Community Meetings**

The TRA Team would be required to conduct a series of community meetings with different target audience so as to discuss WASH issues at a larger forum and raise the community consciousness on these issues.

- The Panchayat Motivators would be required to hold small meetings with 25-30 community women every fortnight in each habitation, in an effort to reach out to women from all the families in the habitations. Effectively, it would be one small community meeting with women every day.
- Similar meeting would be conducted with the men folk in the community every month, with an effort to reach out to around 30-50 men from the habitation in each meeting. The meetings, to be anchored by Panchayat Supervisor would aim at taking the men folk on board for the WASH issues.
- TRA Team, led by Block/Project Coordinator would be required to hold 1 large habitation level meeting in each habitation once in 3 months with a focus on developing collective consciousness on the WASH issues leading to collective decisions for the requisite intervention. Each such meeting would be expected to have an attendance of at least 100 plus community members, both men & women.

Flex sheets designed by BTAST carrying pictorial information on need & importance of sanitation, design & estimate of toilets and FAQs would be used during the above meetings, in order to enhance understanding of the community members on these issues, and develop community consensus on the Village Action Plan for making the village/panchayat ODF, and would further help to solicit active participation of the community members for attaining the larger goal.

#### **c. Prabhat Pheri**

Community children would be engaged as change agents in order to spread the word on WASH issues, raise community consciousness and encourage collective decision making at the community level. Each habitation will have 2 rounds of Prabhat Pheri (morning rally) conducted by the TRA Team lead by the Panchayat Coordinator with help of the community children between 4<sup>th</sup> to 10<sup>th</sup> month of intervention, wherein, in/out of school boys and girls from the habitation will walk around the village singing songs and raising slogans on WASH issues. Participants of the rally will also carry placards carrying slogans and pictures on the prevailing WASH situation in the village and the key messages.

#### **d. Wall Writings**

In order to ensure reinforcement of messages to the community, apart from house hold visits by TRA team members, attractive wall writing and wall paintings would be created at 5 hot spots in each habitation. The content, design and colour scheme for the wall writings/paintings would be provided by BTAST. The wall writings/paintings would preferably be created on walls with due permission of the owner of the house or the head of the institution, as the case may be.

#### **e. Village Cleanliness Drive**

One round of Village Cleanliness Drives (VCD) will be conducted in all the habitations in order to promote environmental sanitation during the project period. TRA will have to mobilize community members and the resources for the cleanliness drives. Areas and pockets for the cleanliness drive will have to be identified prior to the drive. The drives would aim at encouraging community members to take collective action for environmental sanitation.

#### **f. School Sanitation Drive**

One round of School Sanitation Drives (SSD) will also have to be carried out in each primary & middle school (and high school, if available) of the panchayat in order to ensure a neat and clean school premises. The SSDs will aim at promoting safe hygiene practices amongst the students and the teachers in the schools.

## 5. School & Anganwadi Sanitation

In order to ensure total sanitation in the block, requisite intervention will have to be made in all the school and the anganwadis of the block. TRA will be required to work closely with the Education, Social welfare and PHE Departments to ensure availability of adequate WASH facilities, regularisation of safe sanitation and hygiene practices in all the schools and anganwadis of the selected block. TRA would be required to conduct triggering sessions in all the primary & middle schools (and high school, if available) of the allotted block using participatory tools. Requisite hygiene promotion inputs will have to be planned and standardised for schools and anganwadis, wherein children will be encouraged to adopt safe hygiene practices through play way activities. A rating of the schools can also be done to generate sense of competition amongst the schools to keep their premises clean.

## 6. Masons Training

TRA in consultation with PHED and community will identify and train at least 20 masons in the allotted block. This pool of trained masons would be engaged in construction of *pucca* toilets in their respective/other GPs as and when required. The proposed hands on training for the masons would be of 5 days focusing on construction of user-friendly household toilets as per the GOI/GOB guidelines, besides talking about the need and importance of hygiene & sanitation. A small booklet "Step to Step Guide for Construction of a Household Latrine" developed by BTAST will have to be customized by TRA with minor changes and distributed during the mason's training.

## 7. Formation & Training of Purchase Committees

In order to ensure speedy and quality construction of sanitary household latrines at the village level, TRA would be required to constitute a Purchase Committee in each Gram Panchayat of the allotted block/s. This Purchase Committee of 6-8 members would essentially be headed by the Gram Panchayat Mukhiya, with members from each revenue village.

TRA would be required to provide 1-2 day training to the members of the Purchase Committees formed in their allotted block/s. This training would focus on following areas,

- Estimation of volume of work.
- Estimation of human resource and material requirement.
- Conducting market survey.
- Developing comparative cost tables.
- Procurement of material and services.
- Account and book keeping.
- Maintaining account statements.

TRA would also be required to prepare a booklet on roles & responsibilities of the Purchase Committee in Hindi and distribute it to the Purchase Committee members during the training.

## 8. Household latrine Construction Campaign

Adhering to the Village Action Plan for making the habitation/village ODF, developed as a result of triggering sessions, TRA will be required to help community members construct safe and sanitary toilets in their houses. TRA team, led by the Block/Project Coordinator will help the Panchayat, Purchase Committee and the community members decide the toilet technology, type of toilets, procurement of construction material and right type of toilet parts, procurement of construction material and construction of toilets in a campaign mode. TRA will have to coordinate with PHED/DWSC to leverage Swachh Bharat Abhiyan (SBA) funds for this purpose. A Walk of Pride will have to be organised, as and when either of the habitation, village or panchayat would become Open Defecation Free (ODF).

## 9. Development of Community Based Monitoring Mechanism

TRA will have to facilitate establishment and operationalization of robust monitoring mechanism at different levels and will have to finalise process, output & outcome indicators for various levels in consultation with the community members. TRA will be expected to facilitate development of a Community Based Monitoring Mechanism (CBMM) on the basis of the Village Action Plan, and track the translation process of CLTS using identifiable indicators specifying timelines for the achievement of the outcomes. CBMM would require covering monitoring indicators, frequency and persons responsible for monitoring sanitation status of the intervening panchayats so as to check open defecation and slippages.

Active role of community based Nigrani Samitis, VHNSC and Panchayat members will have to be ensured in the participatory monitoring of the intervention. Individuals/CBOs involved in participatory monitoring would require an orientation on ways & techniques of monitoring, and sharing, analysis & usage of monitoring data to make the participatory monitoring more meaningful and productive.

## 10. Reporting & Documentation

TRA will be required to submit a succinct monthly report clearly stating the progress during the month against the activities proposed for the month. The report should also comment on the status of the Payment Based Deliverables (PBD) slated for the month. All such PBDs should accompany the monthly report failing which the scheduled payments would not be processed. Soft copy of the monthly report should reach the SWASTH designated person before close of business (COB) of 5<sup>th</sup> of every month. The hard copy should reach the SWASTH office before COB of 7<sup>th</sup> of every month.

One copy of each monthly report will have to be submitted to the Chairperson & Secretary of the District Water Sanitation Committee, and the BTAST Cluster Office as well. TRA will also be required to submit a detailed Project Completion Report (PCR), with relevant figures, photos and news clippings, at the end of the project for final settlement of payments.

### VI. Payment Linked Deliverables (PLDs)

The total agreed cost of the assignment would be divided broadly into 3 Payment Linked Deliverables (PLDs). First PLD of 40% of the entire assignment cost would further be divided into 12 equal monthly payments to be released on submission and approval of 12 Monthly Progress Reports, starting 2<sup>nd</sup> month of signing of the contract.

Second PLD amounting to 50% of the entire assignment cost would be further divided into number of instalments equivalent to number of Gram Panchayats in the allotted block, and would be released on submission and approval of the number of ODF-GP Certificates to be issued by the District Water & Sanitation Committee (DWSC) and jointly signed by DWSC Chairperson and DWSC Secretary of the concerned district, starting 4<sup>th</sup> month of signing the contract and up-till 10<sup>th</sup> month of signing the contract. ODF-GP Certificate will be issued by the district after verification of the claim through an agreed and established mechanism for the purpose.

Third PLD equivalent to the balance amount of 10% of the assignment value would be released on submission and approval of the Project Completion Report. TRA would be required to share the report with the respective DWSCs as well as the PHED State headquarters.

### VII. Project Proposal

The Project Proposal to be submitted by the Technical Resource Agency (TRA) should provide the following details:

#### a) Agency's Introduction

The proposal should provide adequate details about agency's background and working experience. Agency's capacities, skills and experience of working in the water & sanitation sector using participatory skills should be highlighted clearly. The document should state about agency's experience of working on

participatory approaches for water & sanitation issues – type of assignments, clients, locations etc. Agency's knowledge and resource base on CLTS should also be evidently mentioned.

**b) Intervention Strategy**

Proposal should come up with a clear intervention strategy encompassing the scope of work suggested. Details of the specific approaches to be adopted for executing the assignment and accomplishing the suggested tasks should be provided.

**c) Implementation Plan**

The proposed intervention is expected to start from January 2014 and the total intervention period will be of 12 months only. TRA would be expected to ensure that the block achieves the ODF status latest by October 2015. Remaining 2 months till December 2014 would be for final documentation, wrapping up and withdrawal. The implementation plan should provide a time bound road map provided for completion of different tasks. The plan should also suggest the strength of the team to be deployed for implementation of the assignment. Agency's time plan should adhere to the suggested time line.

**d) Proposed Team**

Details of the team to be deployed on the assignment should be provided along with the detailed CVs clearly underlining the experience and expertise of the person in using participatory community mobilization approaches, especially CLTS.

**e) Budgetary Estimates**

The budgetary estimates for carrying out the tasks should be provided including the professional fees, activity and operational expenses and overheads, if any. TRA would be expected to carry out all the events and trainings on its own and thus it should be reflected in the budget being proposed. No monetary support would come from the district or state for carrying out the assignment. The agency would be expected to open and maintain a liaison office at the district/block level.

**Note:** Bidders may apply for one, two or all clusters, however the successful bidder will not be allotted more than 1 Cluster. The Clusters are as follows:

Cluster 1: Bhagalpur + Jamui

Cluster 2: Begusarai + Araria

Cluster 3: Buxar + Madhubani

**DRAFT CONTRACT DOCUMENT**



## BIHAR TECHNICAL ASSISTANCE SUPPORT TEAM (BTAST)

### SECTION 1: FORM OF CONTRACT

**CONTRACT FOR:**

**CONTRACT NUMBER:**

This Contract dated **XX XXXXX 2014** is made

**BETWEEN**

**IPE Global Private Limited**, (on behalf of Department for International Development (DFID) supported Sector Wise Approach to Strengthening Health (SWASTH) – Technical and Assistance Support Team (TAST), Bihar) with their registered office at IPE Global House, B-84, Defence Colony, New Delhi – 110 024, India, Tel: +91-11-4075 5900, Fax: +91-11-2433 9534 ("IPE Global");

**AND**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXX**, having its office at XXXXXXXXXXXX, XXXXXXXXXXXXXXXX, XXXXXXXXXXXX, Pin – 0000 0000; Contact No.: 00000 00000 0000; Email-Id: [XXXXXXXX@XXXXXX.XXX](mailto:XXXXXXXX@XXXXXX.XXX); Contact Person: XXXXXXXXXXXX XXXXXXXXXXXXXXXX  
("the Sub-Consultant")

(Together "Parties")

**WHEREAS:**

- IPE Global requires the Sub-Consultant to provide the services as defined in Section 3 ("Services") of the Contract; and
- the Sub-Consultant has agreed to provide the Services on the terms and conditions set out in this Contract.

**IT IS HEREBY AGREED as follows:**

**1. Documents**

The Contract shall comprise the following documents:

- Section 1 Form of Contract (this document)
- Section 2 General Conditions
- Section 3 Terms of Reference
- Section 4 Special Conditions
- Section 5 Schedule of Prices
- Section 6 Format of Invoice

This Contract constitutes the entire agreement between the Parties in respect of the Sub-Consultants obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

**2. Contract Signature**

If the Original Form of Contract is not returned to the Contract Officer (as identified in Section 4) duly completed, signed and dated on behalf of the Sub-Consultant within 30 days of the date of signature on behalf of IPE Global, IPE Global will be entitled, at its sole discretion, to declare this Contract void.

No payment will be made to the Sub-Consultant under this Contract until a copy of the Form of Contract, signed on behalf of the Sub-Consultant, is returned to the Contract Officer.

**3. Commencement and Duration of the Services**

The Sub-Consultant shall start the Services on **XXXXX XX, XXXX** ("Start Date") and shall complete them by **XXXXX XX, XXXX** ("End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

**4. Financial Limit**

Payments under this Contract shall not, in any circumstances, exceed **Rs. 00,00,000.00 (Indian Rupees XXXXXXXXXXXXXXXXXXXXXXXX Only)**, hereinafter referred as the "Financial Limit". The Financial Limit is inclusive of all taxes, by whatever name called.

**5. Time of the Essence**

Time shall be of the essence as regards the performance by the Sub-Consultant of its obligations under this Contract.

Dated: XXXXX XX, XXXX

For and on behalf of:  
IPE Global Private Limited  
New Delhi

Name: Usha Rana  
Position: Contract Officer

Signature:

For and on behalf of:  
XXXXXXXXXXXX XXXXXXXXXXXXXXXX  
XXXXX

Name:  
Position:

Signature:

<b>SECTION 2: GENERAL CONDITIONS OF CONTRACT</b>
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**DEFINITIONS AND INTERPRETATION****1. Definitions**

- 1.1 "Commercially Sensitive Information" the information listed in Section 4 comprising the information of a commercially sensitive nature relating to the Sub-Consultant, its intellectual property rights or its business of which the Sub-Consultant has indicated to IPE Global that, if disclosed by IPE Global, would cause the Sub-Consultant significant commercial disadvantage of material financial loss;
- 1.2 "Confidential Information" means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Sub-Consultants of either party, including all intellectual property rights, together with all information derived from any of the above, and any other information clearly being designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
- 1.3 "the Sub-Consultant" means the person(s), partnership(s) or company(ies) with whom this Contract is placed;
- 1.4 "the Sub-Consultant's Personnel" means any person instructed pursuant to this Contract to undertake any of the Sub-Consultant's obligations under this Contract, including the Sub-Consultant's employees, agents and sub-contractors;
- 1.5 "the Contract Officer" means the person named in Section 4 who is responsible for all contractual aspects of the Contract;
- 1.6 "Contracting Authority" any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations other than IPE Global;
- 1.7 "Data Controller" shall have the same meanings as set out in the Data Protection Act 1998;
- 1.8 "IPE Global Data" means (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Sub-Consultant by or on behalf of IPE Global; or (ii) which the Sub-Consultant is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which IPE Global is the Data Controller;
- 1.9 "Data Processor" shall have the same meaning as set out in the Data Protection Act 1998;
- 1.10 "Data Protection Legislation" means the Data Protection Act 1998 and all other applicable laws and regulations relating to the processing of personal data and privacy, including without limitation, the guidance and codes of practice issued by the Information Commissioner;
- 1.11 "Data Subject" shall have the same meaning as set out in the Data Protection Act 1998;
- 1.12 "Environmental Information Regulations" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;
- 1.13 "the Equipment" means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services, which the Sub-Consultant cannot reasonably be expected to provide, which are financed or provided by IPE Global for use by the Sub-Consultant;
- 1.14 "the Financial Limit" means the amount specified in Section 1 and is the maximum amount payable by IPE Global under this Contract;
- 1.15 "FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
- 1.16 "Information" has the meaning given under Section 84 of the Freedom of Information Act 2000;

- 1.17 "Law" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
- 1.18 "Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;
- 1.19 "Process" has the meaning given to it under the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing;
- 1.20 "the Project Officer" means the person named in Section 4 who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract;
- 1.21 "Regulatory Bodies" means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of IPE Global and "Regulatory Body" shall be construed accordingly;
- 1.22 "Request for Information" a request for information or an apparent request under the FOIA, the Environmental Information Regulations and associated codes of practice;
- 1.23 "the IT Policy" means IPE Global's Information Technology (IT) Policy, which can be accessed on IPE Global's website at <http://www.ipeglobal.com> for contractors / consultants/ or as notified to the Sub-Consultant from time to time;
- 1.24 "the Services" means the services set out in the Terms of Reference (Section 3).
- 1.25 "RFP" means Invitation to Proposal (RFP), which is a special procedure for generating competing offers from different Bidders looking to obtain an award of business activity in works, supply, or service contracts.
- 1.26 "Duty of Care Policy" means IPE Global's Duty of Care Policy, which can be accessed on IPE Global's website at <http://www.ipeglobal.com> for contractors / consultants/ or as notified to the Sub-Consultant from time to time.

## **2. Interpretation**

- 2.1 In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 4), the Special Conditions shall prevail;
- 2.2 Except as expressly provided in Clause 23 the Sub-Consultant is not the agent of IPE Global and has no authority to represent and shall not purport to represent or enter into any commitments on behalf of IPE Global in any respect;
- 2.3 Nothing in this Contract is intended to make nor shall it make IPE Global the employer of the Sub-Consultant or any of the Sub-Consultant's Personnel;
- 2.4 All communications by the Sub-Consultant relating to notifications or applications for consents or instructions must be addressed to the IPE Global Contract Officer whose name and address are given in Section 4.

## **OBLIGATIONS OF THE SUB-CONSULTANT**

### **3. Obligations**

- 3.1 The Sub-Consultant shall perform all its obligations under this Contract (including the provision of the Services) with all necessary skill, diligence, efficiency and economy to satisfy generally accepted professional standards expected from experts;
- 3.2 If the Sub-Consultant is a joint venture then each of the joint venture parties shall have joint and several liabilities in respect of the Sub-Consultant's obligations under this Contract.

### **4. Personnel**

- 4.1 All members of the Sub-Consultant's Personnel shall be appropriately qualified, experienced and in a suitable physical condition so as to ensure that the Sub-Consultant complies with all the Sub-Consultant's obligations under this Contract;
- 4.2 No changes or substitutions may be made to members of the Sub-Consultant's Personnel identified as key personnel in Section 4 of this Contract without IPE Global's prior written consent;
- 4.3 If IPE Global considers any member of the Sub-Consultant's Personnel unsuitable, the Sub-Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to IPE Global with a replacement acceptable to IPE Global;
- 4.4 The Sub-Consultant is responsible for all acts and omissions of the Sub-Consultant's Personnel and for the health, safety and security of such persons and their property. The provision of information by IPE Global shall not in any respect relieve the Sub-Consultant from responsibility for its obligations under this Contract. Positive evaluation of proposals and award of this Contract (or any subsequent Contract Amendments) is not an endorsement by IPE Global of the Sub-Consultant's security arrangements.

## **5. Sub-Contractors**

- 5.1. The Sub-Consultant shall not sub-contract any of its obligations under this Contract without the prior written consent of IPE Global;
- 5.2. If, having obtained IPE Global's consent, the Sub-Consultant sub-contracts any of its obligations, the sub-contract shall:
  - (a) provide that payments due to the Sub-Contractor shall be made not more than 30 days after provision to the Sub-Consultant of a valid invoice; and
  - (b) include rights for the Sub-Consultant and obligations on the sub-contractor to ensure that IPE Global's rights to require replacement of personnel (as set out in Clause 4.3) and IPE Global's rights and the Sub-Consultant's obligations (as detailed within this contract) can be enforced against the Sub-Contractor.

## **6. IPE Global Data**

- 6.1 The Sub-Consultant shall not delete or remove any proprietary notices contained within or relating to IPE Global Data;
- 6.2 The Sub-Consultant shall not store, copy, disclose, or use IPE Global Data except as necessary for the performance by the Sub-Consultant of its obligations under this Contract or as otherwise expressly authorised in writing by IPE Global;
- 6.3 To the extent that IPE Global Data is held and/or processed by the Sub-Consultant, the Sub-Consultant shall supply that IPE Global Data to IPE Global as requested by IPE Global in the format(s) specified by IPE Global;
- 6.4 Upon receipt or creation by the Sub-Consultant of any IPE Global Data and during any collection, processing, storage and transmission by the Sub-Consultant of any IPE Global Data, the Sub-Consultant shall take responsibility for preserving the integrity of IPE Global Data and preventing the corruption or loss of IPE Global Data;
- 6.5 The Sub-Consultant shall perform secure back-ups of all IPE Global Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the IT Policy. The Sub-Consultant shall ensure that such back-ups are available to IPE Global at all times upon request, with delivery times as specified by IPE Global;
- 6.6 The Sub-Consultant shall ensure that the system on which the Sub-Consultant holds any IPE Global Data, including back-up data, is a secure system that complies with the IT Policy;
- 6.7 If IPE Global Data is corrupted, lost or sufficiently degraded as a result of the Sub-Consultant's Default so as to be unusable, IPE Global may:

- 6.7.1 require the Sub-Consultant (at the Sub-Consultant's expense) to restore or procure the restoration of IPE Global Data to the extent and in accordance with the Business Continuity and Disaster Recovery Provisions specified in the IT Policy and the Sub-Consultant shall do so as soon as practicable but not later than three days following written request from IPE Global; and/or;
- 6.7.2 itself restore or procure the restoration of IPE Global Data, and shall be repaid by the Sub-Consultant any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the Business Continuity and Disaster Recovery Provisions specified in the IT Policy;
- 6.7.3 If at any time the Sub-Consultant suspects or has reason to believe that IPE Global Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Sub-Consultant shall notify IPE Global immediately and inform IPE Global of the remedial action the Sub-Consultant proposes to take.

## **7. Protection of Personal Data**

- 7.1 With respect to the parties' rights and obligations under this Contract, the parties agree that IPE Global is the Data Controller and that the Sub-Consultant is the Data Processor;
- 7.2 The Sub-Consultant shall:
  - 7.2.1 process the Personal Data only in accordance with instructions from IPE Global (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by IPE Global to the Sub-Consultant during the Term);
  - 7.2.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
  - 7.2.3 implement appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
  - 7.2.4 take reasonable steps to ensure the reliability of any Sub-Consultant's Personnel who have access to the Personal Data;
  - 7.2.5 obtain prior written consent from IPE Global in order to transfer the Personal Data to any Sub-Contractors or Affiliates for the provision of the Services;
  - 7.2.6 ensure that all Sub-Consultant's Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 7;
  - 7.2.7 ensure that none of Sub-Consultant's Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by IPE Global;
  - 7.2.8 notify IPE Global (within two Working Days) if it receives:
    - 7.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or
    - 7.2.8.2 a complaint or request relating to IPE Global's obligations under the Data Protection Legislation.
  - 7.2.9 provide IPE Global with full cooperation and assistance in relation to any complaint or request made, including by:
    - 7.2.9.1 providing IPE Global with full details of the complaint or request;

- 7.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with IPE Global's instructions;
- 7.2.9.3 providing IPE Global with any Personal Data it holds in relation to a Data Subject (within the timescales required by IPE Global); and
- 7.2.9.4 providing IPE Global with any information requested by IPE Global.
- 7.2.10 permit IPE Global or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause 16 (Access and Audit), Sub-Consultant's data processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by IPE Global to enable IPE Global to verify and/or procure that the Sub-Consultant is in full compliance with its obligations under this Contract;
- 7.2.11 provide a written description of the technical and organizational methods employed by the Sub-Consultant for processing Personal Data (within the timescales required by IPE Global); and
- 7.2.12 not Process Personal Data outside India without the prior written consent of IPE Global and, where IPE Global consents to a transfer, to comply with:
  - 7.2.12.1 the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
  - 7.2.12.2 any reasonable instructions notified to it by IPE Global.
- 7.3 The Sub-Consultant shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause IPE Global to breach any of its applicable obligations under the Data Protection Legislation.

## 8. Freedom of Information

- 8.1 The Sub-Consultant acknowledges that IPE Global is subject to the requirements of the FOIA, the Environmental Information Regulations and associated codes of practice shall assist and cooperate with IPE Global to enable IPE Global to comply with its Information disclosure obligations;
- 8.2 The Sub-Consultant shall and shall ensure that its Sub-contractors shall:
  - 8.2.1 transfer to IPE Global all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
  - 8.2.2 provide IPE Global with a copy of all Information in its possession, or power in the form that IPE Global requires within five Working Days (or such other period as IPE Global may specify) of IPE Global's request; and
  - 8.2.3 provide all necessary assistance as reasonably requested by IPE Global to enable IPE Global to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 8.3 IPE Global shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA, the Environmental Information Regulations and associated codes of practice.
- 8.4 In no event shall the Sub-Consultant respond directly to a Request for Information unless expressly authorised to do so by IPE Global.

- 8.5 The Sub-Consultant acknowledges that (notwithstanding the provisions of Clause 8) IPE Global may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 8.5.1 in certain circumstances without consulting the Sub-Consultant; or
- 8.5.2 following consultation with the Contractor and having taken their views into account;
- provided always that where 8.5.1 applies IPE Global shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Sub-Consultant advanced notice, or failing that, to draw the disclosure to the Sub-Consultant's attention after any such disclosure.
- 8.6 The Sub-Consultant shall ensure that all Information is retained for disclosure in accordance with clauses 8.7 and 8.8 and shall permit IPE Global to inspect such records as requested from time to time.
- 8.7 The Sub-Consultant shall, during this Contract and for a period of at least seven years following the expiry or termination of this Contract, retain and maintain all Information:
- 8.7.1 in accordance with the requirements of the Public Records Office and in accordance with the exercise of the degree of care that would be expected from a leading company within the relevant industry or business sector;
- 8.7.2 in chronological order;
- 8.7.3 in a form that is capable of audit;
- 8.7.4 at its own expense.
- 8.8 Wherever practical, original Information shall be retained and maintained in hard copy form.
- 8.9 The Sub-Consultant acknowledges that any Commercially Sensitive Information noted within this contract is of indicative value only and that IPE Global may be obliged to disclose it in accordance with clause 8.5.

## 9. Confidentiality

- 9.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 9.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
- 9.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 9.2 Clause 9.1 shall not apply to the extent that:
- 9.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, the Environmental Information Regulations and associated codes of practice pursuant to clause 42 (Freedom of Information);
- 9.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 9.2.3 such information was obtained from a third party without obligation of confidentiality;
- 9.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or



- 9.2.5 it is independently developed without access to the other party's Confidential Information.
- 9.3 The Sub-Consultant may only disclose IPE Global's Confidential Information to the Sub-Consultant's Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Sub-Consultant's Personnel are aware of and shall comply with these obligations as to confidentiality.
- 9.4 The Sub-Consultant shall not, and shall procure that the Sub-Consultant's Personnel do not, use any of IPE Global's Confidential Information received otherwise than for the purposes of this Contract.
- 9.5 At the written request of IPE Global, the Sub-Consultant shall procure that those members of the Sub-Consultant's Personnel identified in IPE Global's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 9.6 Nothing in this Contract shall prevent IPE Global from disclosing the Sub-Consultant's Confidential Information:
- 9.6.1 to the Client or any other Contracting Authority. The Client or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of the Client or any Contracting Authority;
- 9.6.2 to any person conducting an Office of Government Commerce gateway review;
- 9.6.3 for the purpose of the examination and certification of IPE Global's accounts; or
- 9.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which IPE Global has used its resources.
- 9.7 IPE Global shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 9.6 is made aware of IPE Global's obligations of confidentiality.
- 9.8 Nothing in this clause 9 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

## 10. Warranties

- 10.1 The Sub-Consultant warrants, represents and undertakes for the duration of the Term that:
- 10.1.1 all personnel used to provide the Services will be vetted in accordance with Good Industry Practice;
- 10.1.2 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Sub-Consultant's obligations under this Contract;
- 10.1.3 it has and will continue to have all necessary rights in and to the Sub-Consultant's Software or the Third Party Software and/or the Sub-Consultant's Background IPRs, or any other materials made available by the Sub-Consultant and/or the Sub-contractors to IPE Global necessary to perform the Sub-Consultant's obligations under this Contract;
- 10.1.4 in performing its obligations under this Contract, all Software used by or on behalf of the Sub-Consultant will:
- 10.1.4.1 be currently supported versions of that Software; and
- 10.1.4.2 perform in all material respects in accordance with its specification.

- 10.1.5 as at the agreed Contract start date all statements and representations in the Sub-Consultant's response to the RFP and any follow up information provided by the Sub-Consultant are to the best of its knowledge, information and belief, true and accurate and that it will advise IPE Global of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading;
- 10.1.6 as detailed in this contract or at the request of IPE Global, the Sub-Consultant will provide a Business Process Manual and supporting documentation containing all necessary information and explanation required for the purpose of executing the Exit Plan and for suitably qualified employees of IPE Global or of the Replacement Contractor to be able to use the Software and receive the Services and to perform the Replacement Services on termination or expiry; and
- 10.1.7 the Sub-Consultant's system and assets used in the performance of the Services:
- 10.1.7.1 will be free of all encumbrances [any exceptions must be agreed in writing with IPE Global];
- 10.1.7.2 will be Date Compliant; and
- 10.1.7.3 will be Euro Compliant.
- 10.1.8 it shall at all times comply with Law in carrying out its obligations under this Contract

## 11. Duty of Care

- 11.1 The Sub-Consultant shall comply, and shall procure the compliance of the Sub-Consultant's Personnel, with IPE Global's Duty of Care Policy and the Sub-Consultant shall ensure that the security plan produced by the Sub-Consultant fully complies with the Duty of Care Policy;
- 11.2 IPE Global's Duty of Care can be accessed on the IPE Global website at [www.ipeglobal.com](http://www.ipeglobal.com) or as notified to the Sub-Consultant from time to time. The Sub-Consultant shall ensure that they keep up to date with the latest version of the Duty of Care Policy on this website.

## 12. Malicious Software

- 12.1 The Sub-Consultant shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus definitions available [from an industry accepted anti-virus software vendor] to check for and delete Malicious Software from the ICT Environment.
- 12.2 Notwithstanding clause 12.1 if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of IPE Global Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 12.3 Any cost arising out of the actions of the parties taken in compliance with the provisions of clause shall be borne by the parties as follows:
- 12.3.1 by the Sub-Consultant where the Malicious Software originates from the Sub-Consultant's Software, the Third Party Software or the IPE Global Data (whilst the IPE Global Data was under the control of the Contractor); and
- 12.3.2 by IPE Global if the Malicious Software originates from the IPE Global Software or the IPE Global Data (whilst IPE Global Data was under the control of IPE Global).

## 13. Disclosure of Information

- 13.1 The Sub-Consultant and the Sub-Consultant's Personnel shall not, without the prior written consent of IPE Global, disclose to any third party any confidential information obtained during or arising from this Contract (other than in the proper performance of this Contract or as may be required by authority of competent

jurisdiction). In addition, no publicity is to be given to this contract without the prior written consent of IPE Global.

#### **14. Intellectual Property Rights**

- 14.1 All intellectual property rights in all material (including but not limited to reports, data, designs whether or not electronically stored) produced by the Sub-Consultant or the Sub-Consultant's Personnel pursuant to the performance of the Services, under this Contract ("the Material") shall be the property of the Sub-Consultant;
- 14.2 The Sub-Consultant hereby grants to IPE Global a world-wide, non-exclusive, irrevocable, royalty-free licence to use all the Material.
- 14.3 For the purpose of Clause 14.2, "use" shall mean, without limitation, the reproduction, publication and sub-licence of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

#### **15. Official Secrets Act**

- 15.1 The Sub-Consultant shall ensure that all members of the Sub-Consultant's Personnel are aware that the Official Secrets Acts 1911 to 1989 apply to them.

#### **16. Access and Audit**

- 16.1 The Sub-Consultant shall keep accurate and systematic accounts, files and records ("the Records"). The Records shall clearly identify, among other things, the basis upon which invoices have been calculated and the Sub-Consultant shall keep the Records throughout the duration of this Contract and for six years following its termination;
- 16.2 The Sub-Consultant shall upon request provide IPE Global or its representatives including the National Audit Office, unrestricted access to the Records in order that the Records may be inspected and copied. The Sub-Consultant shall co-operate fully in providing to IPE Global or its representative's answers to such enquiries as may be made about the Records;
- 16.3 Where it is found by IPE Global that any overpayment has been made to the Sub-Consultant the Sub-Consultant shall reimburse IPE Global such amount within 28 days of the date of IPE Global's written demand.

#### **17. Corruption, Commission, Discounts and Fraud**

- 17.1 The Sub-Consultant warrants and represents to IPE Global that neither the Sub-Consultant nor any of the Sub-Consultant's Personnel:
- (a) has given, offered or agreed to give or accepted, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of any contract or for showing or forbearing to show favour or disfavour to any person or entity in relation to any contract; or
  - (b) has entered into any contract in connection with which commission has been paid or agreed to be paid by or to the Sub-Consultant or Sub-Consultant's Personnel or on their behalf or to their knowledge unless, before such contract was made, particulars of any such commission and of the terms of any agreement for the payment of such commission were disclosed in writing to IPE Global, whose written consent was subsequently given to such payment.
- 17.2 Neither the Sub-Consultant nor any of the Sub-Consultant's Personnel shall accept for or on their own benefit any trade commission, discount or similar payment or benefit in connection with this Contract;

- 17.3 The Sub-Consultant undertakes that neither the Sub-Consultant nor the Sub-Consultant's Personnel shall attempt or commit any fraud, deception, financial or procedural wrongdoing in relation to the performance by the Sub-Consultant of its obligations under the Contract and shall immediately notify IPE Global of any circumstances giving rise to a suspicion that such wrongful activity may occur or has occurred.

#### **18. Conflict of Interest**

- 18.1 Neither the Sub-Consultant nor any of the Sub-Consultant's Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Contract;
- 18.2 The Sub-Consultant and the Sub-Consultant's Personnel shall notify IPE Global immediately of any actual or potential conflict together with recommendations as to how the conflict can be avoided.

#### **19. Discrimination**

- 19.1 The Sub-Consultant shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, and the Disability Discrimination Act 1995 (as revised, amended or supplemented from time to time) or as prohibited by the laws of the place of the performance of any of the Services;
- 19.2 The Sub-Consultant shall take all reasonable steps to secure that the Sub-Consultant's Personnel do not unlawfully discriminate as set out in Clause 19.1.

#### **20. Environmental Requirements**

- 20.1 The Sub-Consultant shall take all reasonable steps to protect the environment in relation to the performance of the Services and shall comply with all applicable environmental laws, regulations and IPE Global practice.

#### **21. Insurances**

- 21.1 The Sub-Consultant shall maintain professional indemnity insurance cover of an amount not less than the Financial Limit;
- 21.2 At the request of IPE Global, or its representatives, the Sub-Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid.

#### **22. Indemnity**

- 22.1 Except where arising from the negligence of IPE Global or IPE Global's employees, the Sub-Consultant shall indemnify IPE Global in respect of any costs or damages howsoever arising out of or related to breach of warranty or representation, contract or statutory duty, or tortious acts or omissions by the Sub-Consultant or the Sub-Consultant's Personnel or any claims made against IPE Global by third parties in respect thereof.

### **PROCUREMENT AND EQUIPMENT**

#### **23. Procurement**

- 23.1 Subject to Clause 23.4 all Equipment to be procured pursuant to this Contract and paid for by IPE Global shall be procured by a IPE Global registered procurement agent, acting as agent of IPE Global ("the Procurement Agent");
- 23.2 For the purpose of the appointment of a Procurement Agent and for this purpose only, the Sub-Consultant shall act as an agent of IPE Global;

- 23.3 The Sub-Consultant shall provide the Procurement Agent with sufficient details for the satisfactory procurement and delivery of Equipment and shall manage the Procurement Agent on IPE Global's behalf;
- 23.4 Where the total value of the Equipment is less than 50% of the Financial Limit or £100,000, whichever is less the Sub-Consultant may, subject to IPE Global's prior written consent, procure such Equipment;
- 23.5 All procurement of Equipment shall:
- (a) be undertaken in accordance with IPE Global Guidance on Procurement of Goods and Environmental Procurement Policy or such other procedures as may be agreed in writing by IPE Global;
  - (b) achieve "Value for Money" and be conducted in a fully transparent manner;
  - (c) be on the basis that the ownership in Equipment shall vest in IPE Global, and shall be so marked.
- 23.6 "Value for Money" shall mean procuring at the optimum combination of whole-life cost and quality to meet requirements.

#### **24. Use of and Responsibility for Equipment**

- 24.1 Equipment may only be used in providing the Services and shall be safely kept and maintained. Personal use of Equipment by the Sub-Consultant is not permitted unless IPE Global gives prior written consent;
- 24.2 The Sub-Consultant shall keep an up to date inventory of the Equipment its condition and location and make such inventory available to IPE Global immediately on request;
- 24.3 Subject to Clause 24.4 the Sub-Consultant shall be responsible for all loss or damage to Equipment other than that caused by fair wear and tear. The Sub-Consultant shall notify IPE Global immediately the Sub-Consultant becomes aware of any loss of or damage to Equipment;
- 24.4 The Sub-Consultant shall insure Equipment;
- 24.5 The Sub-Consultant shall obtain IPE Global's instructions on the disposal of Equipment and comply with such instructions.

#### **PRICE AND PAYMENT**

##### **25. Applicable Provisions and Financial Limit**

- 25.1 Unless different provisions are substituted in Section 4, Clauses 25 to 29 inclusive shall apply in relation to price and payment;
- 25.2 The components which comprise the Financial Limit are set out in the Schedule of Prices, Section 5;
- 25.3 No expenditure may be incurred in excess of the Financial Limit and no variations between components shown in the schedule of prices in Section 5 are permitted without the prior written authority of the Contract Officer.

##### **26. Fees**

- 26.1 Any fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Contract.

##### **27. Expenses**

- 27.1 Travel and living expenses will be paid at a rate consistent with the Schedule of Prices at Section 5 of the contract. All journeys by Rail or Air will be made by a class of travel that is no more than Standard / Economy.

## **28. Invoicing Instructions**

- 28.1 Unless otherwise expressly provided in Section 4 or Section 5, invoices should be submitted monthly in arrears to the Contract Officer, IPE Global Private Limited, IPE Global House, B-84, Defence Colony, New Delhi – 110 024, India, and in accordance with the remainder of clause 28;
- 28.2 IPE Global shall unless otherwise expressly provided in Section 4 make payments due by Cheque. All invoices must contain details of the bank account to which payments are to be made;
- 28.3 Invoices should include a form of letterhead, the Purchase Order number, bear an original signature and be numbered sequentially and dated. Each invoice should state the period the services were provided using “from” and “to” dates. The final invoice presented in connection with this Contract should be endorsed “Final Invoice”;
- 28.4 All invoices should correspond with the budget lines identified in the Schedule of Prices, Section 5 of this Contract;
- 28.5 IPE Global may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided;
- 28.6 Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment. IPE Global reserves the right not to pay any amount due in respect of an invoice received by IPE Global more than 90 days after the day of the Sub-Consultant becoming entitled to invoice for the payment to which it relates.

## **29. Payments**

- 29.1 Subject to IPE Global being satisfied that the Sub-Consultant is or has been carrying out their duties, obligations and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice;
- 29.2 Payment shall be made in Indian Rupee (INR). Expenses (if any) arising in foreign currency shall be reimbursed at the exchange rate stated in the London Financial Times “Guide to World Currencies” on the Friday immediately preceding the date on which the purchase was made or services acquired by the Sub-Consultant or, if this took place on a Friday, at the rate so stated on that day;
- 29.3 If for any reason IPE Global is dissatisfied with performance of this Contract, an appropriate sum may be withheld from any payment otherwise due. In such event IPE Global shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries;
- 29.4 Should IPE Global determine after paying for a particular service that the service has not been completed satisfactorily, IPE Global may recover, or withhold from further payments, an amount not exceeding that previously charged for that service until the unsatisfactory service is remedied to its satisfaction.

## **FORCE MAJEURE AND TERMINATION**

### **30. Force Majeure**

- 30.1 Where the performance by the Sub-Consultant of their obligations under this Contract is delayed, hindered or prevented by an event or events beyond the reasonable control of the Sub-Consultant and against which an experienced Sub-Consultant could not reasonably

have been expected to take precautions, the Sub-Consultant shall promptly notify IPE Global in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Contract;

- 30.2 From the date of receipt of notice given in accordance with Clause 30.1, IPE Global may, at its sole discretion, either suspend this Contract for up to a period of 6 months ("the Suspension Period") or terminate this Contract forthwith;
- 30.3 If by the end of the Suspension Period the parties have not agreed a further period of suspension or re-instatement of the Contract, this Contract shall terminate automatically.

### **31. Suspension or Termination without Default of the Sub-Consultant**

- 31.1 IPE Global may, at its sole discretion, suspend or terminate this Contract at any time by so notifying the Sub-Consultant and giving the reason(s) for such suspension or termination.
- 31.2 Where this Contract has been suspended or terminated pursuant to Clause 31.1, the Sub-Consultant shall:
- (a) take such steps as are necessary to terminate the provision of the Services, (including suspending or terminating any Sub-Contracts) in a cost-effective, timely and orderly manner; and
  - (b) provide to IPE Global, not more than 60 days after IPE Global notifies the Sub-Consultant of the suspension or termination of this Contract an account in writing, stating:
    - i. any costs, if any, due before the date of suspension or termination;
    - ii. any costs to be expended after the date of suspension or termination which the Sub-Consultant necessarily incurred in the proper performance of this Contract and which it cannot reasonably be expected to avoid or recover.
- 31.3 Subject to IPE Global's approval IPE Global shall pay such amount to the Sub-Consultant within 30 days after receipt from the Sub-Consultant of an Invoice in respect of the amount due.

### **32. Suspension or Termination with Default of the Sub-Consultant**

- 32.1 IPE Global may notify the Sub-Consultant of the suspension or termination of this Contract where the Services or any part of them are not provided to the satisfaction of IPE Global, giving the reasons for such dissatisfaction and, in the case of suspension, the action required by the Sub-Consultant to remedy that dissatisfaction and the time within which it must be completed;
- 32.2 Where this Contract is suspended under Clause 32.1 and the Sub-Consultant subsequently fails to remedy the dissatisfaction IPE Global may terminate this Contract forthwith;
- 32.3 IPE Global may, without prejudice to its other rights, including but not limited to the right to claim for costs and losses incurred, terminate this Contract forthwith where:
- (a) the Sub-Consultant or any member of the Sub-Consultant's Personnel, either directly or through their servants or agents, breaches any of their obligations under this Contract; or
  - (b) the Sub-Consultant or any member of the Sub-Consultant's Personnel has committed an offence under the Prevention of Corruption Acts 1889 to 1916 or the Anti-Terrorism Crime and Security Act 2001 or in breach of Clause 17 of this Contract; or
  - (c) the Sub-Consultant is an individual or a partnership and at any time:
    - i. becomes bankrupt; or
    - ii. is the subject of a receiving order or administration order; or
    - iii. makes any composition or arrangement with or for the benefit of the Sub-Consultant's creditors; or

- iv. makes any conveyance or assignment for the benefit of the Sub-Consultant's creditors; or
  - (d) the Sub-Consultant is a company and:
    - i. an order is made or a resolution is passed for the winding up of the Sub-Consultant; or
    - ii. a receiver or administrator is appointed in respect of the whole or any part of the undertaking of the Sub-Consultant.
  - (e) the Sub-Consultant is a partnership or a company and there is a Change in Control. "Change in Control" means that the person(s) (including corporate bodies) directly or indirectly in Control of the Sub-Consultant at the time this Contract is entered into cease to be in Control. "Control" means the power of a person to secure that the affairs of the Sub-Consultant are conducted in accordance with the wishes of that person.
- 32.4 Where this Contract is terminated in accordance with this Clause, the Sub-Consultant shall without prejudice to IPE Global's other remedies, take any steps necessary to terminate the provision of the Services in a timely and orderly manner but shall not be entitled to any further payment in relation to this Contract;
- 32.5 Where this Contract is terminated pursuant to Clause 32.3 (b) the Sub-Consultant shall pay IPE Global within 10 days of notification such amount as IPE Global shall have determined as the amount of any loss to IPE Global resulting from such termination together with the amount or value of any gift, consideration or commission concerned.
- 32.6 It is further clarified that Sub-Consultant would not be entitled to any indirect, special, punitive, incidental or consequential damages of whatsoever nature.

## GENERAL PROVISIONS

### 33. Variations

- 33.1 No variation in the terms or scope of this Contract shall be effective without IPE Global's prior written consent and recorded in writing [in the form of a letter entitled "Contract Amendment No. "]. IPE Global shall have no liability in respect of work performed outside the Services set out in Section 3.

### 34. Assignment

- 34.1 Except where clause 34.2 applies, the Sub-Consultant shall not, without the prior written consent of IPE Global, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Sub-Consultant, any of its rights or obligations under this Contract or any part, share or interest therein;
- 34.2 Notwithstanding clause 34.1, the Sub-Consultant may assign to a third party ("**the Assignee**") the right to receive payment of the Contract Price or any part thereof due to the Sub-Consultant under this Contract (including any interest to which IPE Global is liable under the Late Payments of Commercial Debts (Interest) Act 1998). Any assignment under this clause 34.2 shall be subject to:
- (a) reduction of any sums in respect of which IPE Global exercises its right of recovery under clauses 29.3 and 29.4;
  - (b) all related rights of IPE Global under the contract in relation to the recovery of sums due but unpaid; and
  - (c) IPE Global receiving notification under both clauses 34.3 and 34.4.
- 34.3 In the event that the Sub-Consultant assigns the right to receive the Contract price under clause 34.2, the Sub-Consultant shall notify IPE Global in writing of the assignment and the date upon which the assignment becomes effective;



- 34.4 The Sub-Consultant shall notify IPE Global of the Assignee's contact information and bank account details to which IPE Global shall make payment.

**35. Limit of Liability**

- 35.1 Except where there has been misconduct, gross negligence, dishonesty or fraud on behalf of the Sub-Consultant or the Sub-Consultant's Personnel the Sub-Consultant's liability under this Contract shall be limited to the amount of the Financial Limit.

**36. Retention of Rights**

- 36.1 Clauses 5.2(b),6,7,8,9,11,12, 13, 14, 15 16, 22, 23, 35.1, 37 and 38 of this Section 2 and any relevant clauses listed under Section 4 shall continue in force following the termination of this Contract.

**37. Law**

- 37.1 This Contract shall be governed by the laws of India.

**38. Amicable Settlement**

- 38.1. This contract shall constitute the entire Agreement between the parties, and may not be altered or amended except by the written agreement of the Parties. No other duties, obligations and liabilities or warranties than those expressly provided in this contract and its attachments shall be applied. Both Parties to this agreement will make every attempt to resolve in an amicable way all differences concerning the interpretation of this Contract and the execution of the work. Any dispute or disagreement which cannot be resolved by both parties and any controversy claim or dispute otherwise arising in connection with this sub contract or breach thereof, shall be referred to an arbitrator to be agreed between the parties, or failing such agreement will be referred to the New Delhi Courts.
- 38.2. The decision of the arbitrator shall be final and binding on both parties.
- 38.3. The place of arbitration shall be New Delhi.

**39. Transparency of UK Government Spend**

- 39.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not confidential information. IPE Global shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA;
- 39.2 Notwithstanding any other term of this Contract, the Sub-Consultant hereby gives their consent for IPE Global to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public;
- 39.3 IPE Global may consult with the Sub-Consultant to inform its decision regarding any exemptions but IPE Global shall have the final decision in its absolute discretion;
- 39.4 The Sub-Consultant shall assist and cooperate with IPE Global to enable IPE Global to publish this Contract.

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**SECTION 3: TERMS OF REFERENCE**

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**SECTOR WISE APPROACH TO STRENGTHENING HEALTH (SWASTH)  
BIHAR TECHNICAL ASSISTANCE SUPPORT TEAM (BTAST)**

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**TERMS OF REFERENCE FOR**

**SECTION 4: SPECIAL CONDITIONS****1. IPE Global Officials**

1.1. The Contract Officer is:

**XXXX XXXXX**

Contracts Officer

IPE Global Private Limited

IPE Global House, B-84, Defence Colony

New Delhi – 110 024, India

Tel: +91-11-4075 5900; Fax: +91-11-2433 9534

Email: [xxxxxx@ipeglobal.com](mailto:xxxxxx@ipeglobal.com)

1.2. The Project Officer is:

**XXXXX XXXXX**

Team Leader

Bihar Technical Assistance Support Team (B-TAST)

House No.-10, IAS Colony, 2<sup>nd</sup> & 3<sup>rd</sup> Floor

Kidwaiपुरi, Patna – 800001

Contact: 00000000000000

Email: [xxxxx@ipeglobal.com](mailto:xxxxx@ipeglobal.com)

**2. Additional Documents to be included in this Contract**

2.1 The proposal submitted by the Sub-Consultant is a part of the contract, to the extent not inconsistent with this document.

**3. Key Personnel**

3.1 All the team members mentioned in the technical proposal cannot be substituted by the Sub-Consultant without IPE Global's prior written consent.

➤ All personnel listed in the Section 5 – Schedule of Prices and Payments

- [Name]
- [Name]

**4. Reports**

4.1 The Sub-Consultant is required to submit Deliverables/Milestones/Reports/Time Sheets to IPE Global through the Project Officer at the address shown in Clause 1.2 of Section 4 in accordance with the Terms of Reference at Section 3;

4.2 Deliverables/Milestones/Reports/Time Sheets should be presented in the agreed format. A CD containing soft copy of the final Deliverables/Milestones/Reports/Time Sheets (in MS-Word format) shall also be provided by the Sub-Consultant. All Deliverables/Milestones/Reports/Time Sheets should be countersigned by two other senior officials of the Sub-Consultant as quality assurers.

**5. Reporting**

- 5.1. Process Reporting to XXXXXXXXXXXXXXXX.
- 5.2. Final Reporting to XXXXXXXXXXXXXXXX

**6. Insurance**

- 6.1 The Sub-Consultant is responsible for ensuring adequate and appropriate insurance cover for all its Project Personnel before beginning work under this Contract. The Sub-Consultant shall take their own personal insurance like Medi-Claim Insurance, Personal Accidental Insurance, Life Insurance or any other insurance under this Project. The Sub-Consultant's fee is deemed to include an element to cover the cost of insurance;
- 6.2 At the request of IPE Global, or its representatives, the Sub-Consultant shall provide evidence showing that such insurance has been taken out and maintained and that current premiums have been paid;
- 6.3 It is not the responsibility of the local IPE Global/Client office to meet the cost of the Sub-Consultant's medical care nor to make arrangements for evacuation in a medical emergency, although they will provide assistance if they can. On arrival, the Sub-Consultant should report to the IPE Global/Client local office with details of medical insurance arrangements in case of a medical emergency.

**7. Other Terms**

- 7.1 Words importing one gender include the other gender and words importing the singular include the plural and vice versa;
- 7.2 The Sub-Consultant (or any member of a consortium/ Joint venture proposal, its parent company, subsidiaries, related companies, or Sub-Contractors) who are involved in any capacity in this assignment cannot bid for any sub-projects;
- 7.3 For the purposes of Section 2, clause 28.2 IPE Global shall make payments by a method most convenient to IPE Global. All invoices must contain details of the bank account;
- 7.4 For the purposes of Section 2, clause 9 the Sub-Consultant shall ensure that all members of the Sub-Consultant's Personnel are under an obligation not to disclose to any third parties any confidential information obtained either directly from IPE Global or by virtue of their engagement in relation to this Contract. Confidential information may be in any form and shall include all information that, due to its character, nature or method of transmittal, a reasonable person would treat as confidential;
- 7.5 IPE Global shall have the right to terminate under Section 2, clauses 32.3 (c) and (d) in the event of any occurrence, act or thing of a similar nature to those occurrences, acts or things referred to in Section 2, clauses 32.3 (c) and (d).;
- 7.6 Under no circumstances should the Sub-Consultant or Sub-Consultant's team members interact with or disclose any information about this Contract to any media. Any violation of this condition shall amount to breach of this Contract.
- 7.7 The Sub-Consultant or the Sub-Consultant's Personnel shall not publish, disclose or divulge any of the Materials produced under this Contract to any third party unless directed in writing to do so by IPE Global. If there will be any conflict between General Conditions of the Contract and the Special Conditions of the Contract with regard to Intellectual Property Rights then the Special Conditions of the Contract would prevail;

- 7.8 This Agreement being between IPE Global and Sub-Consultant, the Sub-Consultant will not directly or indirectly deal or interact with Client or any agency/party associated with this Project in any manner. Sub-Consultant may interact on technical matters with Client as per the project protocol with prior approval of Company or Team Leader/Project Manager of the Project. This Agreement is between IPE Global and the Sub-Consultant and should not be deemed to have any contractual or otherwise relationship with the Client.

<b>SECTION 5: SCHEDULE OF PRICES AND PAYMENTS</b>
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**1. Schedule of Price**

- This is an out-based Contract;
- The amount of fees and expenses are shown separately and reflects the financial ceilings within each category.

**A) PERSONNEL INPUTS AND FEE RATES**

NAME	RATE	UNIT (No of Days)	COST (RS.)
<b>PROFESSIONAL FEES</b>			
<b>SUB-TOTAL (A)</b>			<b>00,00,000.00</b>

**B) PROJECT EXPENSES**

PARTICULARS	RATE	UNIT	COST (RS.)
<b>PROJECT EXPENSES</b>			
<b>SUB-TOTAL (B)</b>			<b>00,00,000.00</b>

<b>GRAND TOTAL (A+B) in Rs.</b>	<b>00,00,000.00</b>
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<p>Maximum Contract Value including Professional Fees and Project Expenses is <b>Rs. 00,00,000.00 (Indian Rupees XXXXXXXXXXXXXXXXXXXXXXXXXX Only)</b>, hereinafter referred as the "Financial Limit". The Financial Limit is inclusive of all taxes, by whatever name called.</p>
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**Schedule of Payment:**

- The payment for the Personnel Fee and Project Expenses will be lumpsum and will be paid based on the on submission and approval of output/milestone/deliverable achieved as mentioned in the below table;
- However, it is a requirement that the Sub-Consultant to maintain the details of timesheets of all project personnel and the original travel tickets, boarding passes, bills, vouchers of all expenses as mentioned under Project Expenses with them. The Sub-Consultant may be asked to produce the same at a later date for project audit purposes.

SL NO	DELIVERABLE DETAILS & COMPLIANCE	TIME FRAME	PAYMENT	
			(in %)	(in Rs.)

**NOTE:**

- 1) Above fee rate are inclusive of the anticipated inflationary increase over the duration of the contract and hence will not be reviewed;
- 2) IPE Global will not entertain any bill for alcohol, laundry, room services, use of sports facilities etc.;
- 3) Invoices will be accepted, after the approval of each conforming Deliverables/Milestones/Reports, by the concerned authority (Government Authority / DFID / SWASTH-BTAST), as laid under "Schedule of Payment".
- 4) Deliverables/Milestones/Reports/Time Sheets of each Deliverable must be submitted along with the pertaining invoice. The invoice will not be accepted without the corresponding Deliverables/Milestones/Reports/Time Sheets;
- 5) Payments shall generally be released within 30 days from receipt of Valid Invoice;
- 6) Payment will be done after deducting tax, as per applicable rates;
- 7) Any bank charges levied by Sub-Consultant's bank shall be borne by the Sub-Consultant;
- 8) Format for invoice is attached in Section 6 of the Contract.

<b>SECTION 6: INVOICE FORMAT</b>
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(To be given on letter head of the Sub-Consultant)

**INVOICE**

Invoice No.: \_\_\_\_\_

Invoice Date: \_\_\_\_\_

<b>From:</b> (name of the Individual / Organization) (address of the Individual / Organization) PAN No.: Service Tax No.: (if any)	<b>To:</b> IPE Global Private Limited IPE Global House B-84, Defence Colony New Delhi – 110 024, India
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Contract For: \_\_\_\_\_

Contract No.: \_\_\_\_\_ PO No.: \_\_\_\_\_

Period of Consultancy:	Start Date: _____	End Date: _____
Period Covered by this Claim:	From (Date): _____	To (Date): _____

INVOICE DETAILS	AMOUNT (in Rs.)	TAX (if any in Rs.)
Details of Claims <i>(as mentioned in the contract)</i>		
Details of Claims <i>(as mentioned in the contract)</i>		
<b>GRAND TOTAL (in figures)</b>		
<b>GRAND TOTAL (in words):</b>		

**Amount to be Drawn/Transferred in the Name of:**

Name: \_\_\_\_\_

Account No.: \_\_\_\_\_

Name &amp; Address of Bank: \_\_\_\_\_

IFSC/SWIFT Code: \_\_\_\_\_

This invoice is in respect of a supply of services to IPE Global, and is addressed purely for payment purposes. I certify that the amounts claimed in this invoice have been wholly and necessarily incurred for the purpose of the engagement and have not been claimed before.

 \_\_\_\_\_  
 Signature of Sub-Consultant