

# CGG Key Policies & Procedures



CENTRE FOR GOOD GOVERNANCE  
Knowledge • Technology • People

**September, 2010**

## Contents

Chapter No.	Particulars	Page No.
I	About Centre for Good Governance	1
II	CGG HRM Strategy & Structure	3
III	Benefits to Employees	16
IV	Leave	19
V	Procedure for Contracting Consultants	21
VI	CGG Consultancy Policy	46
VII	CGG Travel & Transport Policy	49
	<ul style="list-style-type: none"> <li>• Employees</li> <li>• Consultants</li> </ul>	51
VIII	CGG Sustainability Plan	54
IX	Formats	
	1. CGG Employment Application Form	61
	2. Form of Employment Contract	67
	3. Form of Consultancy Contract	70
	4. Format for issuing Amendments	79
	5. Application for availing Special Medical Benefit	80
	6. LTA Advance Request Form	81
	7. LTA Claim Sheet	82
	8. Maternity / Family Planning Leave Request Form	83

# About Centre for Good Governance

## 1. The Centre

The Centre for Good Governance (CGG) was established with a mandate from the Department of Administrative Reform & Public Grievances, Government of India and the Government of Andhra Pradesh, and a financial grant from the Department of International Development (DFID), U.K. in October, 2001.

CGG undertakes action research, provides professional advice and conducts change management programmes for government departments and agencies, to help implement their reform agenda. CGG works closely with policy-makers like the political executive, senior officers, management and public policy experts, institutions and stakeholders, especially citizens for improvement in the policy, processes and functioning of government for better services to the people.

## 2. CGG Vision

CGG aims to be a world-class institution to guide governance reforms in Andhra Pradesh, other states in India and the developing world at large, by bringing together and harnessing the power of knowledge, technology and people for good governance. CGG strives to be among the very best in the world in the area of practical reforms to foster growth-oriented and people-centered good governance.

## 3. Objectives

The objectives of Centre for Good Governance are:

- To work with government departments and other stakeholders to analyse key issues in governance, identify solutions, help develop action plans, and support implementation of these plans and the reform agenda.
- To act as a think tank and help translate government goals, objectives, policy priorities and reform agenda into tangible reform actions with focus on principles and practices of good governance.
- To identify areas for change that make the most impact in improving performance and policy-making in government and enable it to respond better to the needs of the people.
- To create a bank of best practices, methodologies and tools in governance reforms including successful e-governance applications.
- To support change management and management development programmes in government to effectively carry forward governance reforms and to develop reform communication strategy for wider implementation.
- To provide technical support and advisory services to state and local governments, national and international organizations in the areas of action research, change management and implementation of governance reforms.

## 4. Management

The Centre for Good Governance is an autonomous institution with a broad based Board comprising of representatives of Government of India, Government of Andhra Pradesh and eminent persons from the private sector, academia and civil society with expertise and interest in governance reforms. The Board is chaired by the Chief Minister of Andhra Pradesh.

## **5. Core Group**

The Core Group at CGG comprises members drawn from different disciplines including public administration, economics, management, social sciences, and information technology. The group is led by the Director General & Executive Director, who is supported by two Deputy Executive Directors, Resource Group Directors, Programme Managers, Knowledge Managers, Project Managers and a team of highly competent IT personnel. The focus of research and other activities undertaken by the core groups rests on a wide range of areas covering socio-economic, political and technological issues. The groups are supported by consultants working on selected research and e-development projects. It constantly interacts with the Secretaries, Heads of Department, local officials at the district and municipal level and people's organizations to ensure that CGG stays focused on the design and implementation of practical reforms.

## **6. Resource Groups**

The reform agenda of the government departments is supported from CGG through seven Resource Groups dealing with the specialized areas of Governance, Change Management, Rural Management, Public Finance, Human Development, Health, Urban Management and e-Governance, etc. These Resource Groups are headed by Resource Group Directors who are supported by Programme Managers, Knowledge Managers and domain specific consultants. These groups also share resources to work on interdisciplinary issues, impact analysis and Monitoring & Evaluation of programmes and policies and some important works.

## **7. Strategic Alliances: National and International**

CGG aims to be a world-class institution in the field of governance reform. To help it meet this challenge, CGG intends to establish a network of alliances with reputed, local, national and international institutions whose expertise supplements the objectives of CGG. These alliances would be based on mutual respect and benefit. CGG has Memorandum of Understanding / Agreements with a number of reputed institutions both in India and abroad.

## **II. CGG Human Resource Management Strategy & Structure**

### **1. Background**

At the time the Centre for Good Governance was inaugurated, it was unclear about the status of the institution, although it was generally considered to be an arm of GoAP. In May 2003, CGG achieved the status of a Registered Society. The registration was done at the suggestion of the then Chief Secretary to Government and based on approval by the CGG Board under the Chairmanship of Chief Minister of Andhra Pradesh. The objectives were to ensure CGG's autonomy and securing functional independence in the management of CGG's affairs.

### **2. Overview of the existing Structure**

The new structure of CGG – which came into effect on 1 April 2009 – has been designed to reflect the new challenges faced by CGG as it moves into a new, more competitive operating environment. No longer will CGG receive direct financial support; it will, instead, have to “self-finance” itself, sometimes in the face of real competition in the market. CGG has to be fully professional and be managed professionally.

In this new competitive scenario, it is more important that CGG focuses on its key areas of strength and has excellent business support systems to enable it to succeed in the new environment.

### **3. Professional Services**

Professional services must be at the heart of the operations of CGG. There will be four elements to the structure for providing these services:

- Resource Groups;
- Special Cells;
- e-Development Centre;
- Project Management Services.

Each of these is described in more detail below.

### **4. Resource Groups**

The resource groups in CGG are:

- Governance Resource Group
- Urban Management Resource Group
- Human Development Resource Group
- Financial Management Resource Group
- Management Development & Change Management Resource Group
- E-Development Resource Group

The Director General will head the Governance Resource Group. Other Resource Groups will each be headed by a Director. The proposed management structure of a Resource Group is as follows:

- Resource Group Director
- Senior Programme Manager(s)
- Programme Manager(s)
- Knowledge Manager(s)

#### 4.1 Governance Resource Group

##### Core Areas

- Governance Strategy & Public Policy
- Administrative & Civil Service Reforms
- Legal & Judicial Reforms
- Strategic & Functional Reviews
- Institutional Development and process re-engineering
- Performance Management
- Anti-corruption
- Social Accountability, Right to Information and Social Audit
- Citizen's Charters and Grievance Redress Management
- Community Score Card, Citizen Report Card & Surveys
- Human Resource Management (HRM) in government

#### 4.2 Urban Management Resource Group

##### Core Areas

- Urban Planning
- Urban Finance
- Urban Infrastructure
- Urban Poverty Alleviation
- Public – Private Partnership
- City Development Strategies
- Urban Governance Reforms

#### 4.3 Human Development Resource Group

##### Core Areas

- Sector Strategies (Health & Education)
- Social Impact Assessment
- Millennium Development Goals
- Monitoring & Evaluation
- Public Service Delivery Improvement

#### 4.4 Finance Management Resource Group

##### Core Areas

- Accounting Reforms
- Financial Accountability Frameworks
- Fiduciary Risk Analysis
- Internal Audit
- Budget reforms and Medium Term Expenditure Framework
- Asset Management

#### 4.5 Management Development & Change Management Resource Group

##### Core Areas

- Strategic Planning
- HRM in Government
- Corporate Social Responsibility
- Change Management and Training Needs Assessment
- Entrepreneurship
- Technology Adoption

## **4.6 e- Development Cell**

CGG has developed an e-Development Cell with state-of-the-art IT infrastructure having fully integrated network, data, voice and video conferencing facilities and servers with high capacity disk space with 8 MBPS connectivity. The e-Development Cell has highly qualified software programmers, system designers and managers engaged in developing critical e-Projects, e-Governance applications. The cell also houses a training centre with 40 seating capacity, which is used for imparting hands-on training to government functionaries. The training centre with high end systems and LCD monitors is designed to give the participants a rewarding training experience. The e-Development Cell provides services in the following areas:

- Using IT to improve information management in Government and to simplify processes and procedures;
- Designing and implementing e-Governance products of cross-cutting importance;
- Process reengineering and simplification of procedures using e-governance tools;
- Enhancing efficiency and providing better services to citizens; and
- Enabling transparency and accountability in Government departments and agencies.

The Government encourages e-development projects for being implemented in Government Departments, INDIRAMMA Housing Packages etc. Model projects such as e-District Administration, e-Municipal Administration, e- Package on Accrual based Accounting in ULBs. and e-Panchayat Raj Administration will be undertaken to create state and national models having explicability value. The proposed structure of management of the e-Development Centre is as follows:

- Resource Group Director (e-Governance)
- Senior Managers (e-Gov) / Project Managers (e-Gov)
- Project Leaders/ Project Team Leaders
- System Designers / System Support Engineers

Now that the GRP Phase II is over, the role of CGG is confined to undertake approved Projects under RIF and other Consultancy Projects.

## **5. CGG HRM Strategy and Structure**

The Staff are the heart of any organisation, particularly one which provides professional services such as CGG.

Staff, Systems, Structure, Processes, Skills and Strategy form an integral part of an organisation which determines the effectiveness and efficiency of the organization. Structure here refers mainly to the way in which the activities and tasks are divided and lines of reporting are drawn. Systems are the formal processes of business which are specific and unique to the organization. Processes here refer to the internal business processes to achieve the desired outcomes and strategic priorities. In all, staff working with a shared vision of the systems, structure and the internal business processes with appropriate skills specific to the organization form the bed-rock for developing effective organizations.

## **6. Recruitment Procedure**

**6.1.** Broadly, two categories of personnel are working in the Centre for Good Governance i.e., employees and consultants. The employees are recruited against the staffing norms with scales of pay as prescribed in the CGG Office Manual while the consultants are taken on project specific needs. Thus, while the need for filling up the posts of employees is a constant one, the need for recruiting the consultants varies depending upon the exigencies of the relevant project needs.

**6.2** There are three categories of recruitment which take place in CGG to both the categories of employees and consultants.

- a) Borrowing the services of State Govt. / PSU employees on foreign service terms & conditions
- b) Filling up the posts of employees as per approved cadre strength of CGG
- c) Borrowing the services of consultants for Projects

**6.3** The recruitment procedure for making appointments to the 3 categories of personnel is as follows:-

- (1) Borrowing the services of State Govt. / PSU employees

Employees working in Government and Public Sector Undertakings who possess requisite qualifications including information technology will be identified for the required Resource Groups and taken to the service of CGG on Foreign Service terms and conditions after they are interviewed by the D.G. and found suitable for the post. The services of these Government employees may also be taken against any sanctioned post of CGG or for any consultancy project.

- (2) Filling up the posts of employees as per approved cadre strength of CGG

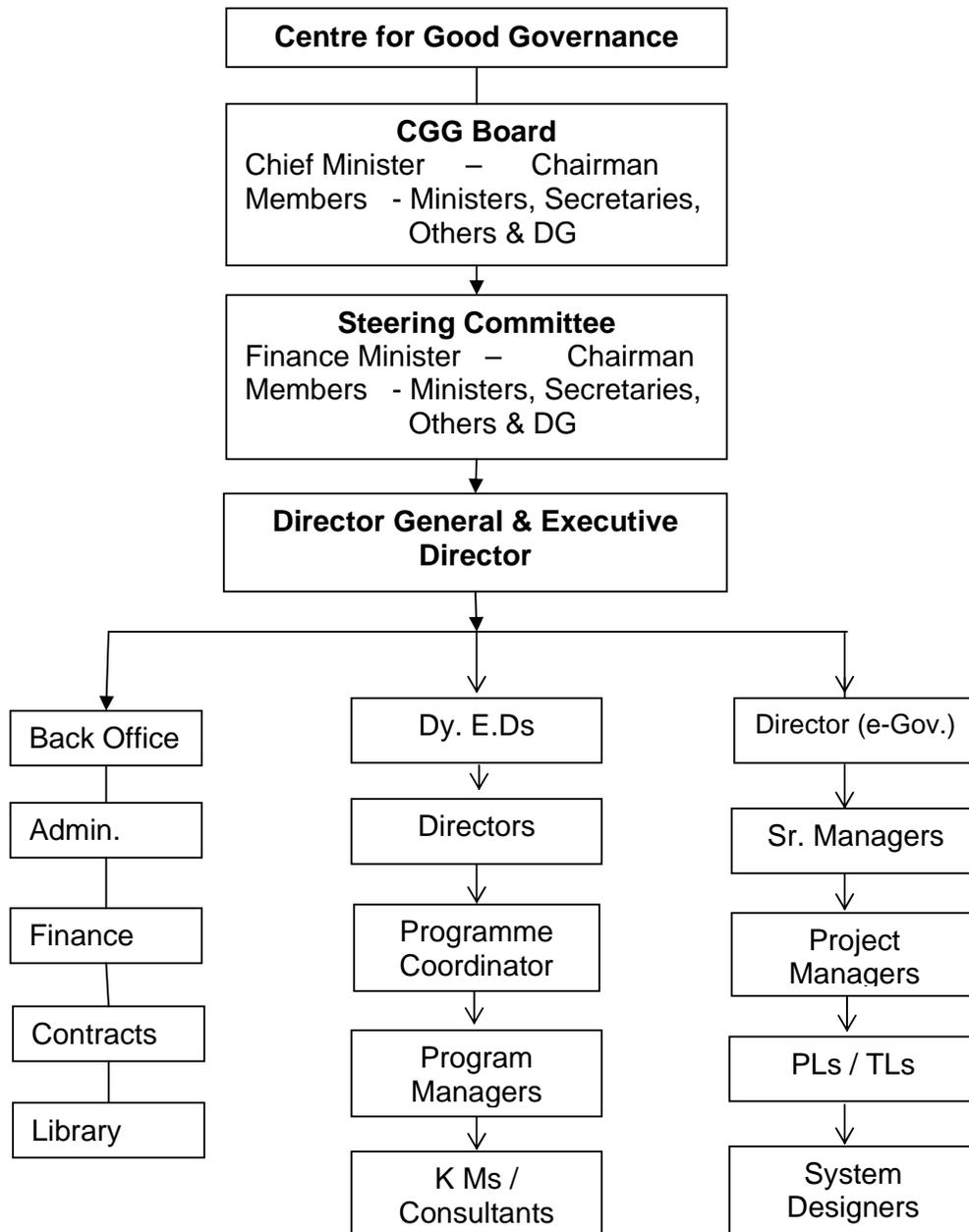
For filling up the posts borne on CGG Staffing pattern, the vacancies will be notified through News papers, CGG Web site and other Web sites. The applications so received will be listed out and will be shortlisted by a Committee comprising of a Director and one or more K.Ms. as may be decided by the D.G. The shortlisted persons will be interviewed by an Expert Committee appointed by the Director General consisting of a Dy. E.D., one Resource Group Director and an external expert, if needed. Finally, the shortlisted candidates will be interviewed and the required number will be selected by the D.G. and their names will be recommended by the D.G. to the Steering Committee for approval.

- (3) Engaging the services of consultants in case of Projects

In case of requirements for consultants for any Project specific assignments, they will be selected in the same manner as explained above. For each Resource Group, a panel of selected Consultants will be maintained and kept as reserve pool for future needs.

Formats of CGG Employment Application Form, Employment Contract, Consultancy Contract and Format for issuing Amendments are appended herewith in Formats 1,2,3 and 4 under Chapter IX.

## CGG Organogram



### **7. Staffing Structure and Pay Scales**

**7.1** CGG will adopt a more flexible staffing structure which responds to CGG's business needs and opportunities. To start with, this is restricted to the combined grades of Knowledge Managers, Programme Managers, Senior Programme Managers (formerly the Knowledge Manager grade) rather than having a specific number of posts. It is now proposed to have a combined ceiling of 24 posts for these grades. This means that the CGG will be able to appoint up to 24 people in these grades provided there is need for each appointment – this also applies to filling any vacancies in these grades.

**7.2** The Knowledge Manager's grade will be expanded to include the position of Programme Manager on completion of a minimum period of two years of service subject to fulfilment of merit and ability factors. The position of Programme Manager more accurately reflects the role of professionals in that grade. In addition, a new grade of Senior Programme Manager has been created. This is to establish a clear career path from Programme Manager via Senior Programme Manager to Resource Group Director.

**7.3** CGG adopts a salary structure on par with reputed consultancy agencies as CGG will have to compete with those agencies to get projects and move to a self-financing mode. The policies followed by National Institute of Smart Government funded by Ministry of Information Technology and Ministry of Personnel have been taken into account while proposing the CGG staffing and salary structure.

**7.4** A table showing the CGG Staffing Structure and pay scales including e-Development Cell Staffing is shown in para 7.6.

**7.5 Increments**

Increments for each scale will be as set out in the table below.

<b>Scale</b>	<b>Value of each increment (Rs)</b>
<b>For scales of Rs.2,000-6,000 to Rs.10,000-18,000</b>	<b>500 or 10% of pay whichever is more</b>
<b>For scales 15,000-35,000 to 30,000-60,000</b>	<b>1,000 or 10% of pay whichever is more</b>
<b>For scales above Rs. 30,000-60,000</b>	<b>2,000 or 10% of pay whichever is more</b>

However, the Director General may review and restructure the salaries of individual employees based on market conditions and salaries of new recruits with similar qualifications and experience within the approved and applicable Pay Band

**7.6 CGG Staffing Structure for the period from 01.04.2009**

The proposed staffing structure of CGG from 1 April 2009 is shown in the following table. For each position there is an indication of the number of posts at each level and the monthly salary range for each position. The below structure was approved by the CGG Board on 10.07.2006.

## CGG Main Office

Position	No.	Salary range Rs. `000 per month		Comments
		From	To	
Director General & Executive Director	1	All India Service Scale – Principal Secretary to Govt. & above		
Dy ED & Director (Finance & Projects)	1	50	140	
Dy ED & Director (Mgt. Development & Contracts)	1	50	140	
Director (e-Governance)	1	50	140	
Resource Group Director	4	50	140	
Programme Coordinator	1	40	110	
Senior Programme Manager	24	40	110	
Programme Manager		30	85	
Deputy Programme Manager		28	80	
Knowledge Manager		25	70	
Research Officer / Asst. Manager		15	50	
Senior Manager (Finance, Admin. & Contracts)	1	40	110	
Programme Office Manager	1	15	50	
Manager (Knowledge Resources)	2	15	50	
Manager (Finance)	1	15	50	
Manager (Administration & HR)	1	15	50	
Manager (Networks)	1	30	80	
Manager (Contracts)	1	15	50	
Personal Assistant and Receptionist	3	10	25	
Project Assistant	4	10	25	
Senior Office Assistant / Driver	3	4	15	
Office Assistant	4	2	10	

## e-Development Cell

The support to e-Development Cell is highly essential recognising that CGG has bagged 7 national level awards and its INSTAXX is shortly going to be deployed in states through the Union Home Ministry. The following staffing structure is recommended for CGG's e-Development Cell.

Position	Number	Salary range Rs. 000 per month		Comments
		From	To	
Director (e-Governance)	1	50	140	The e-Development Centre will be run as a cost centre on self financing basis in due course or by funding from government under various programmes. If budget is not available the number could be slashed.
Senior Manger (e-Gov)	4	40	110	
Project Manger (e-Gov)	12	30	85	
Project Leader/Team Leader	30	20	70	
Software Developers	60	18	50	
System Support Engineer	8	8	30	

\* The above staffing pattern was approved by the Hon'ble Finance Minister and Chairman, CGG Steering Committee on 24.04.2006 and approved by the CGG Board on 10.07.2006.

## **7.7 Externally-Supported Projects**

When CGG is awarded action research and change management-related projects or consultancy from State Governments, Government of India and National and International Organisations, there would be need for key staff who would be engaged for the duration of the project. The only criteria for engagement of suitable experts would be that (1) they are accepted by the fund-providing agencies or are considered to be in a position to deliver the required outputs and (2) the projects contribute at least 20% towards CGG overheads.

In case of the above-type of projects, DG&ED, supported by Resource Group Directors, would be competent to engage outside experts or assign responsibilities to CGG's own staff following the approved CGG Contract Manual and CGG Sustainability Plan (already approved by the CGG Steering Committee under the Chairmanship of Finance Minister.

## **7.8 Main activities of Centre for Good Governance**

- Act as a think tank / knowledge centre on good governance in Andhra Pradesh, other States, India and developing countries;
- Maintain a bank of tools and best practices in the field of good governance, including e-governance tools;
- Provide support to Governance Reform Programme in Andhra Pradesh through Resource Group Directors, Programme Managers, Knowledge Managers and Special Cells;
- Develop and lead GoAP's Change Management Programme and capacity development and training in connection with such change management in collaboration with Dr. MCR HRD Institute;
- Maintain a database of consultants (CGG will use this database to identify consultants or resource persons for its own projects as well as for projects undertaken through departmental Strategy & Performance Innovation Units);
- Conduct and propagate core modules for good governance like Citizen Governance, Change Management Programme, e-Governance etc. for public sector managers in the country as measures of advocacy for good governance;
- Undertake e-development and e-training for senior managers through the state-of-the-art e-Development Cell;
- Undertake projects for GoAP, other States, Government of India, Administrative Reforms Commission, UNDP, DFID, World Bank etc. in areas of core competency;

## **7.9 CGG Board**

The role of the Board of CGG is to set the strategic direction for CGG and to identify core priorities for action for governance reforms through reviewing the proposed programme and inputs, to ensure that it will effectively meet GoAP's vision and policy priorities. The Board will monitor the progress of the Governance Reform Programme and review co-ordination of initiatives and projects.

The Board will meet half-yearly to review progress and to approve the proposed programme for the ensuing six months.

## **7.10 CGG Steering Committee**

The Steering Committee will be the main operational management committee, which will take responsibility for effective delivery of CGG programme, approving the CGG budgets. It will review terms of reference for key projects, and approve them. Finance Minister and Chairman of the Steering Committee will approve appointments of all senior positions (starting salary of more than or equal to 20,000). The DG&ED will put up proposals involving major financial transactions to the Finance Minister.

The Steering Committee will meet every three months. The Chairman of the Steering Committee will be competent to take all decisions on behalf of the Steering Committee when the Committee is not meeting.

## **7.11 Procurement procedure**

The procurement of all items with a value of over Rs.5,00,000 will be on the basis of sealed bids which will be opened and assessed by an Expert Committee constituted by the Director General.

The procurement of all items with a value between Rs1,00,000 and Rs, 5,00,000 will be on the basis of quotations from reputed firms submitted to the Senior Manager (F&A). The bids will be opened and assessed by the Expert Committee with the Senior Manager (F&A) acting as Secretary.

The procurement of all items with a value of between Rs. 10,000 and Rs.1,00,000 will be on the basis of at least three quotations submitted to the Senior Manager (Finance, Administration) who shall assess them and decide which bid is successful (with approval of a committee constituted by DG&ED).

For items with a value of below Rs10,000 the Manager (Administration & HR) may place an order with any reputed suppliers but he must at all times seek to secure best value for money. Higher authorities may exercise checks from time to time and review monthly expenditures on various items.

For procurement of all major items, the procedure as applicable to Government Departments will be followed.

## **7.12 Role of Director General & Executive Director**

- First Point of contact for reforms within GoAP along with Special Chief Secretary, GA (GPM&AR) Department;
- Head of and manage the Centre for Good Governance;
- Play a key role in shaping the development strategy for CGG;
- Responsible for day-to-day administration of CGG;
- Operate CGG staff and running expenses budget;
- Take all decisions regarding CGG projects which are not funded by Government, e.g. consultancy projects subject to CGG Sustainability Plan;
- Manage and coordinate the day to day activities of the Reform Incentive Fund
- Effective co-ordination between CGG and line Departments on all project issues, with non-government entities and with project teams.
- Competent to sanction procurements up to Rs. 5 lakhs both under CGG and RIF budgets.

### **7.13 Resource Group Directors**

- Steer Resource Group programmes and directly undertake core projects of critical importance to the Resource Group;
- Assist CGG in identifying, contracting and managing all short-term and long-term consultants involved in the Resource Group;
- Supervise works of Knowledge Managers, Programme Managers and Senior Programme Managers;
- Undertake projects relating to action research, change management, management development and training for the Resource Group departments;
- Monitor implementation of findings/ recommendations from CGG and other research studies;
- Contribute to CGG collected working papers and compilation on Good Governance Initiatives;
- Develop core capability of and knowledge centre pertaining to the Resource Group.

### **7.14 Knowledge Manager/Programme Manager/Senior Programme Manager:**

- Assist Resource Group Director & Director General, CGG;
- Undertake specific projects and research activities as per agreed plan;
- Gather information on areas relevant to the Resource Group and component projects;
- Develop database, knowledge base, knowledge centre, library and bank of best practices, initiatives and tools;
- Coordinate consultancy projects and liaise with Departments and partnership institutions;
- Undertake change management and management development programmes for Departments wherever is needed.
- Monitor implementation of findings/recommendations from CGG and other research studies;
- Contribute to CGG collected working papers and compilation on Good Governance Initiatives.

## **8. Staff Salaries**

### **8.1 Basic Salary**

For each grade of CGG staff (except for DG&ED and other Government Officers taken on deputation), there will be a pay scale comprising a number of salary points or increments. Over a period of time, with greater experience and responsibilities, and possibly additional qualifications, a person should reasonably expect to move up the relevant scale. Salary of all staff shall be with reference to a single reference point, i.e. 1<sup>st</sup> April of the year.

Scales will be set at levels which are commensurate with the skills and experience expected of the person filling the post and the level of responsibility attached to the post. This will be done whilst keeping in view of employment market conditions and, of course, ensuring that CGG secures good value for money in the use of its resources.

When staff joins CGG the presumption will be that they will start at the bottom of the relevant pay scale. Entry at any higher point will be based on an assessment against the following criteria:

- length of relevant experience
- academic and professional qualifications
- publications or other factors which would assist CGG

- previous salary
- For those entering at Consultant & Programme Manager grade, the entry point will be the minimum salary level plus the number of increments determined by applying the following criteria (refer to table on increments in section 6.2.3)

Criteria	Basis of award	Maximum increments for the criterion
<b>Length of relevant experience</b>	1 increment awarded for each two years' of relevant work experience	<b>3</b>
<b>Academic and professional qualifications</b>	1 increment awarded for each postgraduate degree from a university of international repute plus 1 for each nationally recognised professional qualification	<b>2</b>
<b>Publications or other factors which would assist CGG</b>	<b>Previous experience and achievement which will be of direct benefit to CGG</b>	<b>2</b>

## 8.2 Salary Structure & Allowances

CGG Proposed Salary Structure effective from 01.04.2005		
1	Basic pay:	60% of total salary
2	HRA:	24% of total salary
3	Medical :	06% of total salary
4	Conveyance:	05% of total salary
5	Transport Allowance:	05% of total salary

It is proposed that salary for all CGG employees, including consultants and e-Development Cell staff may be brought to the base by awarding them a proportionate increment – proportionate to 10% annual increment figure depending upon the month of recruitment (rounded up to the month end).

## 8.3 Performance Appraisal and Performance-Related Pay

CGG acknowledges the importance of setting clear objectives for its staff and of giving clear and honest feedback to staff on their performance. CGG believes that this will help CGG staff to develop personally and to have the opportunity to assess their performance in a non-threatening environment.

In March of each year each member of staff will meet with his/her line manager to review performance over the previous year and to identify development needs and objectives for the coming year. The outcome of these discussions will be forwarded to the Director (Finance & Human Resources) who will review the progress of all staff (taking into account these discussions) and make recommendations to the Director General for an overall performance grade to be assigned to each member of staff.

A person's performance over the year will be assessed as falling into one of the following four categories:

- Outstanding – where performance is consistently excellent and where the person is often considered “best in class”. Such a person is likely to be ready in the next year or so for promotion to the next grade.
- Very good – where performance often exceeds the level expected at the grade.
- Satisfactory – where performance is generally at a level commensurate with the person's grade.
- Development needs – where performance falls materially short of what would be expected for a person at that grade and where, as a result, significant development needs have been identified

All staff who work for CGG will be appraised in this way but the results will only be used to determine salary increments where the person has worked for CGG for the preceding 6 months or more.

All pay increases will be determined by awarding increments based on the overall performance assessment. The number of increments to be awarded will be as follows:

- Outstanding – 3 increments
- Very good – 2 increments
- Satisfactory – 1 increment

#### **8.4 Staff Development Fund**

In line with the CGG's commitment to ensure continuous development of its employees, avenues for continuing education have been provided subject to specific guidelines.

CGG is deeply committed to help its employees reach their own potential and would establish a Staff Development Fund to support the development of its employees. The Staff Development Fund will be financed annually by a contribution from the surplus.

The following principles will be applied in the operation of the Fund:

- All employees of CGG who have completed at least six months of service are eligible;
- The Fund will extend grants / meet expenses which are not repayable.

This fund will be used for certification programmes, training in-country and outside, including attending professional courses, seminars, workshops etc. Applications for a grant from the Fund should be made in writing to the Director General & Executive Director.

Each application will be considered by a Staff Development Fund Committee constituted by the DG&ED with the following members:

- Director (Finance Resource Group)
- Director (Management Development Resource Group)
- Another Resource Group Director nominated by the Director General.

The Committee shall determine the criteria it wishes to apply in deciding whether or not to approve applications it receives. However, in doing so it shall consider the business needs of CGG as well as the professional development needs of applicants.

DG&ED will be competent to approve the programmes under this fund.

All CGG benefits will depend on to what extent CGG is in a position to conduct itself professionally and is in a position to augment its own resources, especially the Governance Reform Fund. Emoluments and benefits other than salary, leave and PF will be subject to CGG's financial position.

### III. Benefits to Employees

Unlike several organizations, the sustainability of CGG cannot be visualized to a particular tenure, since it will have to stand on its own after funding of GRP Phase II came to a close on 31-3-2009. In spite of this position, the CGG, in its endeavour to provide maximum benefits to its employees, not inferior to several other corporate companies, is doing its best for the welfare of employees. The benefits to the employees working in CGG, in brief, are detailed below:

#### 1. Employee's Provident Fund

In accordance with the provisions of the Provident Fund Act, CGG has made arrangements for all of its employees to benefit from the Act's provisions by establishing the following modalities:

- Enrolment of employees whose basic pay plus DA is up to Rs.6,500/- per month in the Provident Fund is compulsory in accordance with the Act.
- In respect of employees whose basic pay plus DA exceed Rs.6,500/- per month, their enrolment in the Provident Fund is optional. CGG shall assume that all employees wish to participate. If the basic pay plus DA of employees exceed Rs.6,500/- per month and if they do not wish to participate in the Provident Fund they must inform the Senior Manager (Finance & Administration) in writing.
- Employees' contributions will be at the rate of 12% of pay per month. CGG will make an equivalent contribution of 12% plus 1.61% extra towards administrative and other charges.

#### 2. Pick up and Drop Facility

Employees up to the category of Managers are provided with pick up and drop facility to come to office and return to home or a suitable allowance in lieu thereof, as may be decided by the Management.

#### 3. Mobile Phones

All employees are provided with office mobiles with a ceiling ranging from Rs. 750/- p.m. to Rs.2,000/- as detailed below.

- |                                                                                                                                   |                 |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1. Dy.E.Ds. & Directors .....                                                                                                     | Rs.2,000        |
| 2. Senior Managers, Programme / Project Managers /<br>K.Ms. / P.Ls./ Senior Manager (F&A) / Manager (F&A),<br>Manager (Contracts) | Rs.1,500        |
| • Other employees / Consultants .....                                                                                             | Rs.750 to 1,200 |

If the employees / Consultants do not want to use the Office Mobiles, they will be sanctioned a flat rate of Mobile allowances at the eligible rate p.m. in lieu of Office mobiles.

#### 4. Personal Loans

Employees with a minimum service of 1 year will be provided personal loans to be recoverable in not more than 24 monthly instalments or such lower instalments covering not more than their periods of contracts at a nominal interest of 4% p.a.. This facility will be available once in a financial year.

The quantum of loan is as follows:

Sl. No.	Gross Salary Slab of employee	Quantum of loan (in Rs.)
1	More than Rs. 40,000/-	1,00,000
2	30,000 – 40,000	80,000
3	20,000 – 30,000	60,000
4	10,000 – 20,000	40,000
5	5,000 — 10,000	20,000
6	Less than Rs. 5,000/-	10,000

Employees are eligible for second loan only when the existing loan along with interest is completely recovered and after a gap of six months.

## 5. Special Medical Benefit

So far, CGG is having a Medical policy according to which, the employees are eligible for amounts up to certain ceilings depending on their Pay slabs. There is every need to revise this policy since any employee, irrespective of his / her position will have to meet the medical expenditure up to any limit depending on the exigency. Keeping this contingency in view, it has been decided to reimburse the medical expenses under two categories – (1) for undergoing treatment as out patient in case of employees or their dependent family members and (2) for undergoing treatment as inpatient in case of employees or their dependent family members.

The employees are eligible for claiming the medical expenses for their dependent family members who shall be the following only.

- |                            |              |
|----------------------------|--------------|
| 1. For unmarried employees | Parents      |
| 2. For married employees   | Spouse       |
|                            | Two children |

(Dependent parent /s can be included if

the

employee is having no / one child, so as

to

limit the beneficiaries to four including the employee)

### 1. for undergoing treatment as out patient

Each employee up to a maximum of the family members specified above who are actually dependent on the employee will be provided with medical benefit not exceeding Rs. 20,000/- in each financial year subject to production of medical prescriptions and bills as per the following slabs:

A specimen Form of Application for availing Special Medical Benefit is appended herewith as item No.5 of Chapter IX.

Sl. No.	Salary slab	Quantum of benefit (in Rs.)
1	More than Rs. 40,000/-	20,000
2	30,000 – 40,000	15,000
3	20,000 – 30,000	10,000
4	10,000 – 20,000	5,000
5	5,000 - 10,000/-	3,000
6	Less than 5,000	2,000

This ceiling can be availed in one or more instalments in a financial year.

2. for undergoing treatment as inpatient

In case of hospitalization of any employee or their dependents, the total cost will be reimbursed subject to production of documentary proof i.e. Bills, discharge summary etc. and up to a maximum of one month's salary of the employee.

The following certificates shall be appended to the claims.

1. Certified that the medical reimbursement now claimed pertains to my family members who are actually dependent on me.
2. Certified that this claim was not preferred previously.

## 6. Leave Travel Assistance

Employees who complete one year of service in CGG are eligible for LTA once in two years commencing from the Financial year 2010-11. They can perform journey with their family members (dependents) to any place of their choice by applying any kind of leave which shall be reasonably sufficient to cover the onward and return journeys and the periods of halts.

The reimbursement will be for travel expenses only subject to production of original tickets (Air / Train / Bus). Reimbursement of charges is not allowed for local travel, lodging and boarding charges.

The journeys by Taxies are not allowed except where they are undertaken at out stations in continuation of journeys by Air / Train / Bus. The maximum assistance will be the cost of actual tickets or one month's salary or Rs. 30,000/- which ever is less.

Such of the employees who do not avail this concession in one Block period can apply and avail this concession during the second two year Block Period duly eligible for both the monetary benefits admissible for the 2 two year Block periods subject to the same terms and conditions for production of Tickets and eligibility of family members.

Prior approval of the D.G. in writing is required to avail this concession.

Specimen Forms for LTA Advance Request Form and LTA Claim Sheet are appended herewith as items 6 and 7 under Chapter IX.

## IV. Leave

### 1. **CGG employees are eligible for the following categories of leave:**

1. Casual Leave      12 days in a calendar year (Proportionately at the rate of 1 day for each month in case of new appointments or resignations in the middle of year)
  
2. Annual Leave      15 days for each completed year of service.  
Maximum accumulation 60 days.  
This can be availed only when a minimum no. of four days of leave is required.  
Maximum number of times for availment in a year – 3 times only.  
Encashment is allowed at 8 days once in a financial year without going on leave.  
In the event of an employee leaving the CGG for any reason, he/ she shall be entitled to encash the eligible annual leave, after making due deductions for the leave already availed / encashed during the period of service.  
  
No leave will normally be permitted during the last month of the service of an employee when he / she leaves CGG, since working during that month will be essential for him / her to facilitate smooth transition and handover of records to a new person taking charge.
  
3. Medical & Sick Leave      12 days in each Financial year on production of medical certificate.  
Maximum accumulation 48 days.
  
4. Maternity Leave      Married female employees having put in not less than six months of service in CGG are eligible for Maternity leave for 8 weeks for each confinement, subject to a maximum of two confinements.  
  
A specimen Form of Maternity Leave Request Form is appended

herewith against item No.8 of Chapter IX.

### 2. **General conditions**

1. All applications for leave or condoning delay in reporting to duty would have to receive prior approval from the concerned controlling authority before leave is availed. Only in exceptional circumstances, telephonic intimation can be provided to controlling authority.
  
2. Medical leave / Sick leave shall be availed only by enclosing Medical Certificate from a registered practitioner along with the leave application.
  
- 3 Staff members required to attend CGG on holidays on urgent office work shall obtain prior permission from DG&ED. Requests for compensatory holidays will be entertained only when they are applied immediately after completion of such work.

- 4 Excepting urgent cases of casual leave, no leave shall be availed without prior approval from DG&ED through e-office. It is informed that leave cannot be claimed as a matter of right and especially when a person is leaving the organization he or she has the moral responsibility to hand over all files, records, reports, documents and e-applications with him or her to the successor. No relief letter will be issued by CGG without taking a formal handing over-taking over certificate from the candidates leaving CGG.

### **Public Holidays**

CGG's Office will remain closed on all Sundays, Second Saturdays and Public Holidays as are notified for State Government Offices from time to time.

## V. Procedure for Contracting Consultants

### 1.1 Before Starting the Contracting Process

Before you invite consultants to bid for a contract you will need the following three approvals by the competent authority (Director General / Steering Committee Executive Director/ Management Committee/ Steering Committee):

- Approval, including funding, of the project or activity you wish consultants to undertake;
- Approval of Terms of Reference (see Section 2) **setting out exactly what you expect consultants to achieve, including reporting requirements;**
- Approval of Evaluation Criteria (see Section 3): a weighted list of the factors to be taken into account in assessing bids.

The concerned Resource Group Director (Project Manager) should ensure that the necessary approvals as above are available before the process is initiated with the Contracts Manager to hire consultants.

### 1.2 Guidelines on the Competitive Process

CGG's policy is to obtain value for money in the acquisition of goods and services. Competition is usually, but not always, the best way to achieve value for money. The rules to be followed by CGG are:

Contract Value	Guideline
Up to Rs.1,00,000	A consultant may be nominated and proposed by the relevant Resource Group Director <b>without competition after due consideration of at least one other consultant with similar background.</b> This will be through a selection process by a Committee consisting of one Dy. Executive Director, the Resource Group Director and the Contracts Manager. The proposal will be put up by the Contracts Manager for approval by the Director General.
Above Rs.1,00,000 and up to Rs.5,00,000	Three consultants <b>from CGG's Approved Consultants' List</b> which may be short-listed by the relevant Resource Group Director. Following approval by the Director General, commercial proposals (no technical proposal necessary) are to be invited for the same by the Contracts Manager from those short listed. A consultant may be proposed for selection by a Procurement Panel (see Section 1.14) after interview. The proposal will be put up by the Contracts Manager for approval by the Director General. The Director General is competent to allot a project costing less than Rs.5.00 lakhs to a suitable Consultant / institution having Strategic Alliance with CGG.

Contract Value	Guideline
<b>Above Rs.5,00,000 and up to Rs.10,00,000</b>	The Contracts Manager, on the advice of the relevant Resource Group Director, will draw up a list of/ shortlist four consultants <b>from CGG's Approved Consultants' List</b> . Following approval by the Director General, short listed consultants will be invited to submit both technical and commercial proposals in accordance with the procedures laid down in Section 4. A consultant may be proposed for selection after interview by a Procurement Panel, including the relevant Resource Group Director. The Contracts Manager will process the recommendation note by the Procurement Panel stating the reasons for selection of the particular candidate. The proposal will be put up by the Contracts Manager for approval by the Director General.
<b>Above Rs.10,00,000</b>	The Contracts Manager will issue an <b>open advertisement, inviting EoI, Capability Statement, Technical and Financial Bids based on requirements</b> furnished by Resource Group Directors. The selection will be subject to scrutiny by a Procurement Panel, processed by the Contracts Manager and final approval by the Steering Committee.

### 1.3 Waiving the Requirements of these Procedures

Any proposal to waive the requirements of these procedures in any respect must first be discussed by the Resource Group Director with the Contracts Manager. The Resource Group Director may then apply for a waiver from the Steering Committee through the Contracts Manager. The Steering Committee may consider issuing waiver in the following circumstances:

- Where there is an urgent, unforeseen need for a project to start and following these procedures would cause unacceptable delay;
- Because of an involvement in an earlier phase of a project, the knowledge and experience of the consultant is so important that the benefits of competition are outweighed;
- Where there is no choice as there is known to be only one consultant who could be expected to undertake the work at the required standards.

Under no circumstances will a waiver be issued by the Steering Committee for a contract with a value of Rs.20,00,000 or more. It is desirable that the approval of the Chairman of the Steering Committee is taken.

In all cases where a waiver is issued, a report will be submitted at the next meeting of the Steering Committee/ Chairman of the Steering Committee explaining reasons for issuing the waiver.

## 1.4. Stages in the Process of Contracting with Consultants

The stages in the process of contracting are as follows:

1. Obtain approval for the Terms of Reference;
2. Determine precise resource requirements in conjunction with Contracts Manager and Knowledge Manager / Project Manager including identification of consulting support required;
3. Estimate cost of consulting contract(s) for the project in conjunction with Contracts Manager;
4. Follow appropriate procedures including evaluation criteria, given the estimated value of the contract(s);
5. Determine whether to use the Fixed Price or the Fees and Expenses Contract in conjunction with the Contracts Manager. The following will help decide:

## 1.5. Fixed Price or Fees & Expenses Contracts

In deciding which form of contract to use, you need to assess the risk involved and who is best placed to manage that risk. For example, when Consultants can be expected to manage the risk of not completing the service then Fixed Price should be used.

### ***What is the difference?***

- Fees and Expenses based contracts: payment for productive days
- Fixed Price based contracts: payment is set against achievements.

### ***When is one more appropriate than the other?***

The decision on which option to use is based on the extent to which:

- Outputs can be defined and measured;
- Key risks might prevent delivery of the outputs;
- The Consultant can manage those risks.

### **Fees and Expenses Based Contracting is Better When You:**

- are unable to define outputs;
- are able to define the type of expertise needed;
- know what the risks are, and have the ability to prevent them; or
- do not know what the risks are, and neither does the consultant.

Where you have some influence over key risks, Fees and Expenses based contracting is likely to be more appropriate.

Where key risks are not influenced by either side, Fees and Expenses contracting is better.

### **Fixed Price Based Contracts Work Well When:**

- the outputs are defined; and
- the consultant has the means to avert or minimise the key risks.

Where the Consultant has some influence over key risks, Fixed Price contracting is likely to be more appropriate, e.g., availability of Consultant's personnel.

**Examples:**

Payment by person days for a stakeholder consultation.

Producing a report summarising relevant literature by a given date.

Wherever appropriate, put together the Invitation Package, which includes:

**Invitation Letter** (*refer Section 4 in this pack*)**Award Criteria**

You must identify the criteria on which the assessment of the proposals will be based. These should be prioritised showing the order of importance to the activity. This should provide better quality proposals with bidders concentrating their time and efforts on the more important criteria rather than trying to address them all equally.

**Bid List**

You should normally tell bidders how many organisations have been asked to bid but not the names of the other bidders. The only circumstance under which you could consider revealing names of other bidders is where you want to encourage consultants to form a consortium, perhaps where the activity calls for inputs in a variety of fields not all of which are likely to come from one consultancy firm. You should then tell them in the Invitation Letter that bids from a consortium would be appreciated.

**The Date and Time for Return of Bids****Letter of Acknowledgement**

A draft letter should be included in the package for consultants to return to you confirming the receipt of the invitation package.

**Proposal Instructions**

These explain to the consultants the format which their proposals should take and provide guidelines on our rules for joint ventures, late bids, etc.

**Form of Proposal**

A draft letter for the consultants to send along with their proposals. The wording of the letter is important in that it mirrors the rules set out in the Proposal Instructions.

**Contract Document ('fixed price' or 'fees and expenses') (refer Section 5 in this pack)****Terms of Reference**

The Terms of Reference should be clear on what is to be achieved or what inputs are to be delivered and by what date. There should be no room for uncertainty on the part of the consultant(s) when you begin the contractual process. Model ToRs are attached in this pack.

**1.6. Storing and Opening of Proposals**

CGG shall conduct open and transparent procedures in relation to competition. The Contract Manager must keep proposals unopened in a secure place until the official opening. Sealed proposals received within the deadline should be opened by the Senior Manager (Finance & Administration) or another Manager, nominated by the Director General and the Manager (Contracts) or their nominees as soon as possible after the deadline and certainly within 24 hours after the deadline.

As the proposals are opened they should be examined for compliance with the Invitation Letter and details should be recorded using a tender register form, which should be retained in an appropriate file.

### **1.7. Late Bids**

Late bids shall not be accepted. Late bids should be returned unopened under cover of a letter explaining that they have not been opened as they missed the deadline for receipt.

### **1.8. Assessment of Proposals by the Procurement Panel**

The assessment (*Sections 7 and 8 in this pack*) may clearly result in identification of preferred consultants. Once a contract has been agreed, a rejection letter should be issued within ten days to unsuccessful consultants. If unsuccessful consultants question the position before a contract has been agreed they should be told that a contract is being negotiated with the preferred consultants (although not who they are) and they will be advised once the process has been completed (when they can be told the identity of the successful consultants, if they ask). You must be prepared to provide constructive feedback to unsuccessful consultants, either verbally or in writing.

### **1.9. Presentations to the Procurement Panel**

The assessment of proposals may, alternatively, result in two or more very close scores, in which case an oral presentation to CGG's Procurement Panel by those two or more consultants may be necessary. The purpose of the presentation is to clarify issues and/or points arising from the proposals of the consultants that are very close and enable a decision to be made on the preferred bidder. Normally presentations would not be cost-effective for contracts worth less than Rs.5,00,000.

### **1.10 Final Selection by the Procurement Panel**

Contract is to be issued by the Contracts Manager after the selection by the Procurement Panel and approval of the same by the Director General / Steering Committee. Only after an original version of the contract signed by the consultant has been received by the Contracts Manager will a contract be considered to be in place.

<p style="text-align: center;"><b>Consultants must not start work before the contract has been signed by both sides and received by the Contracts Manager.</b></p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------

### **1.11 Procurement Panel**

The Procurement Panel of CGG will consist of:

- One Deputy Executive Director (nominated by the Director General) as Chairman;
- Contracts Manager as Secretary;
- Relevant Resource Group Director;
- One other Resource Group Director; and
- One Knowledge Manager nominated by the Director General.

## **2. Model Terms of Reference for Consultants**

### **2.1 Project Title: Brief description**

This section should provide a brief description of the project including the project title.

### **2.2 Background**

This should provide the general background and context for the proposed consultancy:

- *the sector strategy, the Government development objectives or CGG corporate objectives;*
- *reasons for the consultancy (including details of problems/ constraints faced by the recipient);*
- *the level of local resources/ capacity available to support the consultancy;*
- *the proposed role of the consultants, for example, facilitation or provision of technical expertise or both; and*
- *arrangements for working with local staff (including role of counterparts and/ or local task forces).*

### **2.3 Objectives**

A brief statement of the overall purpose of the consultancy should be provided. This should be linked to the Purpose Statement of the Logical Framework, if one exists.

### **2.4 Scope of Work**

This section should list in detail all of the tasks and activities to be carried out by the Consultant in the sequence that they are expected to be undertaken. Care should be taken to ensure that it is realistic to carry out the stated range of activities in the time available and within the constraints of local capacity and CGG's supervisory ability. The range of tasks also needs to reflect the availability of skills and the size of the team that can realistically be recruited. If the scope of the work is over-ambitious it may become too difficult to source the required expertise.

### **2.5 Expected Outcome & Deliverables**

The expected situation at the end of the consultancy should be described in general terms and for each key activity and task identified under Section 2.4 above there should be a corresponding output listed for the consultancy along with the delivery schedule.

The output or results can be expressed in three possible ways:

- *completion of tasks/ activities carried out (for example, new systems designed and so on);*
- *changes to the way the organisation operates or the way in which the people in the organisation behave;*
- *measures of benefits/ impact from the consultancy (for example, efficiency improvements, reduction in operating costs, increased productivity, etc.).*

### **2.6 Competency and Expertise Requirements**

This should set out the professional background, previous experience and skills required by the Consultant to undertake the assignment. Points to be covered include:

- *mix of skills/ make up of team;*
- *preferred disciplines/ subject backgrounds;*
- *analytical and technical skills;*
- *facilitation and change management skills;*
- *project/ team management skills;*
- *overseas, regional and country experience.*

## 2.7 Approach

This should set out any useful information about the way the consultancy is expected to be organised and implemented. The following, in particular, can be considered:

- *the role of the consultancy team leader;*
- *the role of team members and the organisation of the team;*
- *the design and implementation of work programmes;*
- *target dates for completion of work programmes; and*
- *the role of local counterpart staff in the conduct of the work.*

## 2.8 Reporting Requirements

This covers both routine reporting on the progress of the assignment and on the final outcomes/ conclusions of the work carried out. Particular attention should be paid to:

- *the scope and timing of progress reports for CGG and recipients;*
- *the need for presentations/ workshops to discuss progress and conclusions with the recipients;*
- *the coverage and timing of reports setting out the results of the consultancy.*

## 3. Generally Used Technical Evaluation Criteria

<p>CGG includes the following criteria in its order of <b>importance</b> while inviting Consultants to submit proposals. These will be used to assess proposals <b>against the percentage weighting</b>. The assessment criteria should always be project specific. <b>Please add/ amend as appropriate.</b></p>		
Technical Criteria	Marks	% Weight
Consultant's responsiveness to the ToR and appreciation of the project		
Suggested Methodology – Innovation and extent of detail		
Key Personnel – General qualifications, appropriate experience and track record, experience in the region/ state		
References		
Any Other		
Commercial Proposal	25	25
<b>Total</b>	<b>100</b>	<b>100</b>

#### 4. Form for Invitation to Tender

Model Invitation to Bid Package

CGG's Address

Change names and addresses as required

Name and address of company: \_\_\_\_\_

FAO:- \_\_\_\_\_ Year

Dear Mr/Ms \_\_\_\_\_

**CONTRACT FOR:** \_\_\_\_\_  
**CONTRACT NO:** \_\_\_\_\_

The Centre for Good Governance, hereinafter referred to as "CGG", invites you to submit a proposal for the above contract in accordance with this "Invitation to Submit a Proposal" package which consists of the following documents:

Covering Letter (this document),  
Letter of Acknowledgement,  
Proposal Instructions,  
Model Contract,  
Form of Proposal, and  
Terms of Reference.

\_\_\_\_\_ other consultants have been invited along with you to submit proposals.

Please check the contents of this package and return the Letter of Acknowledgement for receipt to CGG by \_\_\_\_\_ confirming your intention to bid or otherwise. During the bid period, **all communications** must be addressed in the first instance to the **Contracts Manager** (named below) responsible for issue of this invitation. Any queries related to this invitation should be sent in writing to the **Contracts Manager** by \_\_\_\_\_. CGG, upon consideration of all queries received, will decide upon providing written replies.

Your proposal should be prepared showing prices as in the attached schedule of prices. Proposals will be assessed in accordance with good commercial practice and will involve both technical and cost evaluation. The specific technical evaluation criteria, in that order of importance, are:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Technical and commercial proposals are required to be sent in separately sealed envelopes. Your proposals, original plus two copies, must be received in a sealed envelope to CGG by \_\_\_\_\_ on \_\_\_\_\_ and be valid up to \_\_\_\_\_. **Proposals received after the due time and date will be returned to you unopened.**

All information contained in this package should be treated as confidential and you are required to limit dissemination on a need-to-know basis.

Yours faithfully

Contracts Manager, Centre for Good Governance

<p><b>Letter of Acknowledgment</b> (to be returned on Company headed paper/ Consultant's Letterhead)</p> <p>CGG's Address</p> <p>Dear Sir/s</p> <p>CONTRACT: CONTRACT NO:</p> <p>We acknowledge receipt of the documents listed in your Invitation to Submit a Proposal package for the above project.</p> <p>a.* We confirm that we will submit a proposal for the above contract by _____[Proposal due date; see Covering Letter] in accordance with the "Form of Proposal" and the specified requirements.</p> <p>b.* We do not wish to submit a proposal and therefore return the total Invitation to Submit a Proposal package with this letter.</p> <p>Yours faithfully</p> <p style="text-align: right;">Name: Position:</p> <p>*alternative as appropriate</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**4.1 Proposal Instructions**

***General***

These instructions set out the requirements for the production of a proposal in a form acceptable to the CGG. They should be read in conjunction with information specific to the Project contained in the Covering Letter and accompanying documents, e.g., pricing basis, date by which the proposal should be received, period of validity, proposal evaluation criteria, etc.

***Presentation***

Technical and commercial information should be presented in separately bound Appendices A and B respectively (see Para 9). It is essential that prices only appear in Appendix B and no other place in the proposal.

The proposal and accompanying documents are to be in English.

### ***Invitation to Submit a Proposal***

The “Invitation to Submit a Proposal” package comprises:

- Covering Letter
- Letter of Acknowledgement
- Proposal Instructions (This document and *pro forma* for fee rates)
- Draft Contract Documents comprising:
  - Section 1 — Form of Contract
  - Section 2 - General Conditions for Consultancy Contracts
  - Form of Proposal

### ***Letter of Acknowledgement***

The enclosed “Letter of Acknowledgement” (typed on Company headed paper and incorporated within a more general letter if desired) must be received by the Contracts Manager by the date specified in the Covering Letter either

- confirming the intention to bid by the Proposal Due Date  
or
- declining to bid and returning all proposal documentation.

It is essential for audit purposes that the Letter of Acknowledgement is returned in either circumstance bearing an authorised signature and company identification. Oral confirmation is not sufficient.

### ***Price Basis***

The Proposal should be on the basis specified in the Covering Letter, but Proposers/ bidders may additionally submit an alternative proposal on a fee rate basis/ lump sum basis.

Fee rates must be quoted covering up to the full period of the proposed contract.

Overseas subsistence rates proposed should be quoted as a fixed amount per actual period of 24 hours in the recipient country. CGG reserves the right to reduce the agreed rate at a later date in accordance with provisions in Paragraph 7 under Section 2 of “5. Form for Consultancy Contracts”.

Proposals should be valid for acceptance for the period requested in the Covering Letter. CGG reserves the right to negotiate on any prices quoted in the commercial proposal.

### ***Tax***

Proposers are responsible for establishing the status of the Services for the purposes of Tax liability. Where relevant, Tax should be declared as cost, but shown separately from the basic price of the services.

### ***Form of Proposal***

As information and prices are required in a structured format, proposals shall be submitted under cover of the “Form of Proposal” exactly as requested in Paragraph 8 below. The “Form of Proposal” should be presented on proposers’ letterhead (company headed paper) using the exact form of words set out in the enclosed example.

These documents duly completed will constitute an offer to provide the services specified in the “Invitation to submit a Proposal” and to enter into a contract with CGG under the terms and conditions of the Contract Documents and the “Form of Proposal”. It is therefore important that the person submitting the proposal has authority to do so and to negotiate on behalf of your organisation.

The “Form of Proposal” must also provide details, where applicable, of the full registered name and trading name, trading address and registered office address of the proposers, including in the case of a company, the place of incorporation, and bear the signature of a person with authority to commit the proposers to a binding contract.

### ***Personnel/ Sub-Contractors***

Should your organization submit the successful proposal, CGG will expect the personnel and/ or sub-contractors named in the proposal to undertake the services.

You should clearly indicate in your commercial proposal any personnel who are not employees of your organization.

If named personnel are not employees of your organization, or if you intend to sub-contract some or all of the services, you must also include with your proposal a letter from each such individual or sub-contractor confirming that they have agreed in principle to do the job should your organization win the contract.

Your proposal may be determined non-compliant if:

- you do not provide letters of association, where applicable, or
- a named individual or sub-contractor exclusively associated with another organization, appears in your proposal without written confirmation from that organization that they are prepared to waive the exclusivity clause.

### ***Proposals***

The Proposal should be set out strictly as below. Where the proposers wish to offer alternatives, a further full set should be prepared.

#### Appendix A — General and Technical

- (a1) Introduction;
- (a2) Technical Response (to include method of implementation personnel inputs, set out in the format of pro forma 1 and Brief CVs (one page), but excluding prices);
- (a3) Qualification of Terms of Reference/ Scope of Work;
- (a4) Table showing persons, their position in the task and number of input days (please do not mention fee rate or cost here);
- (a5) Matters not appropriate in any other appendix.

#### Appendix B – Commercial

- (b1) Commercial Response (including any qualification of Contract conditions);
- (b2) Schedule of Prices (using proformas 1-3, attached).

### ***Proposal by Joint Venture or Other Form of Association***

Where the proposal is submitted by the proposers 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 proposers and shall not be a party to the contract.

Proposals submitted by potential joint venture partnerships must include in the bid 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 proposers’ obligations;
- c) provide details of the name of the partner nominated to act as manager of the joint venture and who is authorised to act for the joint venture in terms of committing it to any obligations and liabilities and to receive and act upon instructions from CGG and to make and receive payments; and
- d) state full details of the proposed structure; the division of technical responsibilities between the partners; and, intended capitalisation.

### ***Return of Proposals***

Proposals must be delivered in a sealed envelope bearing a label with the following identification:

1. The Contract Title, 2. Reference Number, 3. “Proposal Due Date”, and
4. Proposers’ Name, and should be addressed to:

CGG’S ADDRESS

For the attention of Name of Contracts Manager.

Unless otherwise indicated in the invitation letter, proposals must be received at CGG’s office by 5.00 PM on the due date. It is the responsibility of the proposers to ensure that proposals are delivered in accordance with the instructions set out in the Invitation Letter. **Late proposals will not be accepted under any circumstances and will be returned unopened to the proposers. No special pleadings will be accepted.** In competitive situations, faxed proposals will not be accepted.

### ***Enquiries Concerning the Proposal***

Any query in connection with the invitation to submit a Proposal package, technical or commercial, prior to the award of contract should be submitted in the first instance to the Contracts Manager nominated in the Covering Letter. At CGG’s discretion the nature of the query and CGG’s response will be notified to all proposers without disclosing the initiator.

On no account prior to the award of contract, should the proposers contact or communicate directly with any other representative of CGG involved in work concerning this invitation to submit a proposal or with the overseas recipient about this project, other than as agreed with the Contracts Manager. Failure to comply with this requirement may result in disqualification of your organisation from this competition.

### ***Employment of CGG staff***

Before nominating a member of CGG staff who is in service, or on leave of absence, or an individual who has been a staff member of CGG within the past 2 years, for work under a consultancy to be funded by CGG, prior written agreement must be obtained from CGG via the Contracts Manager.

### ***Alterations***

Any correction to commercial information apparent within the proposal must be countersigned and dated by the person signing the proposal.

**Proposal Assessment**

Proposals will be assessed in accordance with good commercial practice taking into account the weighted criteria listed in the covering letter.

CGG reserves the right to call any or all the proposers who have submitted proposals for negotiations on specific points in the proposals submitted in order to satisfy its “value for money” criteria.

CGG is not bound to accept the lowest or any proposal and reserves the right to accept any proposal in whole or in part and to reject any or all proposals without assigning any reason thereof and to contract on any of the terms offered or on different terms.

**Conflict of Interest**

Proposers must disclose in their proposal, details of any circumstances, including personal, financial and business activities, which will or might give rise to a conflict of interest if they were awarded this contract. Proposers should also state how they intend to avoid potential conflicts. CGG reserves the right to reject any proposal which in CGG’s opinion gives rise or could potentially give rise to a conflict of interest.

**Pro forma for Commercial Proposal  
(Pro forma 1 of 2)**

**CONTRACT FOR:** [CONTRACT TITLE]  
**CONTRACT NUMBER:** [REFERENCE NUMBER]

**STAFF INPUTS AND FEE RATES**

Name	Description	No. of Days	Daily Rate	Cost (Rs.)
TOTAL (A)				

(Pro forma 2 of 2)

**CONTRACT FOR: [Contract Title]**  
**CONTRACT NUMBER: [Reference Number]**

### Projected Reimbursable Costs

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).

	NO.	CLASS	RATE	COST (Rs.)
FARES Domestic		Economy		
Other travel costs (specify)				
Vehicle Rental for Local Travel				
Sub Total				
SUBSISTENCE person/days				
Sub Total				
ACCOMMODATION person/days				
Other cities (specify)				
Sub Total				
COMMUNICATION including telephones and postage				
DOCUMENTATION AND REPORTING including computing expenses				
ANY OTHER (Specify)				
TOTAL PROJECTED REIMBURSABLE COSTS:				Rs.
TOTAL PROJECTED CONTRACT COST: (A) + (B)				Rs.

### Model Contract

Format of Contract Document is attached herewith.

### FORM OF PROPOSAL

(To be issued on Company headed paper/Consultant's letterhead)

### CGG'S ADDRESS

Dear Sirs,

**CONTRACT:**

**CONTRACT NO:**

We have examined the information provided in your "Invitation to submit a Proposal" package and we offer to undertake the work described in accordance with

requirements as set out in the attached documents and as expressly qualified in Sections A and B to this Form of Proposal.

\*This proposal is made in association with [ ].

We accept that any contract that may result will be based upon these documents and the contract documents included in the "Invitation to Submit a Proposal" and be placed by the CGG.

\*In accordance with the Proposal Instructions, we enclose letters of confirmation from key personnel/sub-contractors named in our proposal.

The prices quoted in Section B of this proposal are valid until [\_\_\_\_\_Day/Date] and we confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

Prices have been arrived at independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.

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.

We understand that the CGG is not bound to accept the lowest or any proposal or to give any reasons for the award, or for the rejection of any proposal.

I confirm that I have the authority of [\_\_\_\_\_Name of organisation] to submit proposals and to negotiate on its behalf.

Yours faithfully

\*delete as appropriate

**Terms of Reference — Attach the ToR**

## 5. Example of a Technical Evaluation

### CITY DEVELOPMENT FUND — Design Consultants Evaluation Criteria

Sl. No.	Evaluation criteria	Marks	Consultant A	Consultant B	Consultant C
1	<b>Quality of Personnel including back up support, availability and certainty of obtaining named individuals.</b>				
<i>With proven experience/understanding of:</i>					
1.1	Public Finance (including intergovernmental conditional grants), Municipal Planning and Finance (revenue generation, expenditure and accounts management)	10	7	6.5	8
1.2	Municipal service delivery, including environmental and infrastructure services for low income groups and private sector participation in urban infrastructure	5	3.5	3	3
1.3	Issues and processes in urban governance reforms and local government restructuring (million+ cities)	10	6.5	7	7.5
1.4	Social and Pro-Poor Policy analysis and communications with a wide range of stakeholders, and poverty and vulnerability reduction strategies in the context of urban development and management, social risk management and social protection	10	5	6	4
<b>Subtotal</b>		<b>35</b>	<b>22</b>	<b>22.5</b>	<b>22.5</b>
2	<b>Methodology, including use of local inputs</b>				
2.1	How participatory is the methodology? Is it likely to involve all key stakeholders? Does the approach address consensus building between different interest groups? Does it seek to explore the synergy with other ongoing public sector reforms initiatives?	10	7	7	5

Sl. No.	Evaluation criteria	Marks	Consultant A	Consultant B	Consultant C
2.2	Is the methodology realistically achievable and addresses the complete scope of work (sufficiency of detail?) and clearly indicate approach to both components? Has the bidder proposed a feasible work plan indicating completion dates & resource deployment? Has it identified potential constraints to adhering to the proposed timeline? Is the methodology process orientated and adaptive? Will it, for example, be able to work with the task team whose composition might change?	10	7	8	7
2.3	Does the methodology provide for lessons from past and ongoing local and global initiatives?		4	3.5	4.5
<b>Subtotal</b>		<b>25</b>	<b>18</b>	<b>18.5</b>	<b>16.5</b>
<b>3</b>	<b>Adherence to ToRs</b>				
3.1	Does the proposal reflect in-depth understanding of the objective of the assignment and the CGG's vision?	5	4	4	4
3.2	Does the proposal contain aspects of innovation?	5	3	3	3
<b>Subtotal</b>		<b>10</b>	<b>7</b>	<b>7</b>	<b>7</b>
<b>4</b>	<b>Experience in Particular Country/Region and with specific CGG projects</b>				
4.1	Experience in India, working with bilateral and multilateral agencies and Government in the urban/municipal sector.	15	12	10	12
4.2	International Experience in the urban sector	5	2	3	3.5
<b>Subtotal</b>		<b>20</b>	<b>14</b>	<b>13</b>	<b>15.5</b>
<b>Sum of Subtotals</b>			<b>61.0</b>	<b>61.0</b>	<b>61.5</b>
<b>Total</b>			<b>100</b>		

## 6. Example of Commercial Evaluations

### Commercial Evaluation- High Value Contracts

#### CITY DEVELOPMENT FUND – DESIGN CONSULTANCY

Five organisations were invited to bid. By 5.00 PM on Wednesday, 3<sup>rd</sup> April, 2003, 4 bids had been received from:

Consultant A  
Consultant B  
Consultant C  
Consultant D

Of the bidding organisations only Consultant C exceeded the budget of Rs.120,000, with a proposal of Rs.186,186. The others ranged from Rs.37,175 to Rs.110,849. The following assessment gives a full comparison of the bids and culminates with a commercial mark out of 10.

#### **Financial Viability**

Based on the Expressions of Interest (Eols) and the overall value of the bids submitted, there is little financial risk providing the figures given are accurate. The organisation with the lowest turnover in the sector is Consultant A with approximately Rs.0.5 million, however, based on a proposal of under Rs.40,000 gives me little cause for concern and they will not be penalised in any way.

#### **Provision of Fee Breakdown**

Although requested in the Invitation Package, both Consultant B and Consultant C have failed to provide detailed breakdown of the charges contained in the proposed fee rates. Consultant B continuously ignores this request whereas Consultant C might have assumed that due to the short-term nature of the contract there is no need for this. This is not the case. Both organisations will have their marks shaded accordingly.

#### **Overall Cost**

As remarked upon earlier, there is a large gap between the highest and lowest overall cost, and leads me to believe that there may be a misunderstanding in what is required; this should however become apparent from the Technical Assessment. At face value, the bids score in order from 1<sup>st</sup> to 4<sup>th</sup>—Consultant A (Rs.37,175), Consultant B (Rs.51,386), Consultant D (Rs.110,849), and finally Consultant C (Rs.186,186) who are well out of step with their competitors. However, on further examination it is apparent that Consultant D have appointed a large proportion of reimbursable costs, Rs.28,450, towards workshops whereas apart from Consultant C, who have allocated Rs.1,000 towards this discipline, none of the others have included anything. To ensure a level playing field, I will therefore remove the 'workshop' charges from the Consultant D and Consultant C proposals giving new overall totals of Rs.82,399 and Rs.185,186 respectively. If the consultants are required to run 'workshops', then these costs can be added and ring-fenced. Even with this section removed, under this category it does not change the pecking order.

## **Fees**

Consultant A proposes a 5-person team, all of whom appear to be Indian consultants; a total input of 150 days at an average daily fee rate of Rs.227. The most expensive consultant on the bid is W at a daily rate of Rs.510, who will work 10 days in India and 5 in UK. Consultant A has an office in Brighton and I assume this is where X is based, but this will need clarifying. Consultant A has supplied a fee breakdown, and I am concerned by the 169% profit element they have applied – normally we would expect to see no more than say 20%. Total Fee Rs.34,125.

Consultant B proposes a named team of 6 made up of 4 International and 2 National consultants, supplemented by 3 support staff. Their input totals 186 days; however 120 of these are allocated to support functions and only 66 are for professional inputs. The average professional daily fee is therefore Rs.398 (without the support element), inflated to some extent by X—2 days at Rs.1,575 per day. Total Fee Rs.38,298.

Consultant C proposes a team of 15—8 National and 7 International consultants; a total of 295 days at an average daily fee rate of Rs.428. The most expensive consultant is Y who has a proposed input of 12 days at Rs.1,000 per day. As with Consultant A, I am concerned with the fee build; Consultant C for the first time to my knowledge have hidden their profit element within the overheads and this appears to suggest it has been set at a level that is unacceptable to CGG. Total Fee Rs.126,436.

Consultant D proposes a team of 19—15 National and 4 International; a total of 244 days at an average daily fee of Rs.234. Z has the highest rate at Rs.1,456 and his 4 days has a bearing on the daily average. Total Fee Rs.57,249.

## **Reimbursables**

The Unit costs for Travel/Subsistence/Accommodation are generally as expected across the board. Consultant D and Consultant C have undercut out International travel recommendation of Rs.1,800, however, on the other hand, both Consultant A and Consultant C have exceeded our expected combined Accommodation/Subsistence level of Rs.120. The end reimbursable total for each of the bids is evidently determined by the number of inputs and frequency of International consultants appearing in the submission.

Taking everything into consideration, I score the 'Commercial' proposals: -

CONSULTANT A	8.50
CONSULTANT B	5.65
CONSULTANT C	2.50
CONSULTANT D	5.32

## 7. Developing Fee Rates for Consultants

The following schedule is recommended for developing appropriate fee rates for Consultants engaged on a daily and monthly rate. If the contributions of a consultant exceed 20 or more days per month during the life of the contract, monthly rates should be offered, as it offers economies of scale for us.

The principle of setting the rates should be local comparator market for consultancy and salary levels for the kind of experience and expertise mentioned for each level.

<b>Level</b>	<b>Per day for up to 20 days (in INR)</b>	<b>Max. Monthly fee if over 20 days (in INR)</b>
Professional hired for resource support, workshop support, assisting a lead advisor or a team Education: Graduate/Post Graduate of discipline Experience: Three to Five years at lower management level with good institutions <b>Level 1</b>	500 - 750	15,000
Professional with middle level experience in relevant sector/function Education: Graduate/Post Graduate of discipline Experience: Five to seven years at middle management level with good institutions; has some consultancy experience <b>Level 2</b>	1000 - 1,500	30,000
Professional with middle level experience in relevant sector/function Education: Graduate/Post Graduate of the discipline Experience: Seven to Ten years at middle management level with good institutions Exposure: Worked with DFID, World Bank or similar agencies; 1-2 years of Consultancy experience <b>Level 3</b>	1500 - 2,250	45,000
Professionals with high level of specialisation and experience Education: Masters/Doctorate in the discipline and from an eminent institution Experience: Five to seven years at top management level with good institutions Exposure: 3-5 years of Consultancy exposure to organisations like DFID and World Bank <b>Level 4</b>	2500 - 3,750	75,000

Level	Per day for up to 20 days (in INR)	Max. Monthly fee if over 20 days (in INR)
<p>Professionals with high level of specialisation and experience  Education: Masters/Doctorate in the discipline and from an eminent institution  Experience: Seven to Ten years at top management level with good institutions  Exposure: Worked with DFID, World Bank or similar agencies  Practising Consultant for 5-7 years to organisations like DFID, World Bank, etc.</p> <p><b>Level 5</b></p>	3000 - 4,500	90,000
<p>Eminent Professionals  Education: M.Phil./Ph.D./Post Doc. In the discipline and from an eminent institution and at top management level  Experience: More than Ten years in the sector or with good institutions  Exposure: Worked with DFID, World Bank or similar agencies  Practising Consultant for Minimum ten years for organisations like DFID, World Bank, etc.</p> <p><b>Level 6</b></p>	3500 - 5,250	1,05,000
<p>TINA Professional  There Is No Alternative to this professional and the spender should justify expenditure incurred by him.</p> <p><b>Level 7</b></p>	5000 - 7,500	1,50,000

## **8. CGG Database of Consultants**

The Contracts Manager is entrusted with the job of developing and maintaining a database of Consultants for and on behalf of Consultants spread across all states and disciplines. In addition, a separate database is maintained for list of specialisations under which Consultants are available. The database is to be updated by January 1 every year. The categorisation can be done on the following basis:

### **SPECIALISATION LIST**

#### **I. Economics**

1. Economic and Development Planning
2. Investment Planning
3. Economic Reforms and Regulatory Environment
4. Economic Research and Analysis
5. Employment
6. Monetary Policy
7. Financial Services
8. Micro Finance
9. Business Development Services
10. Enabling/Regulatory Environment for Private Sector Development
11. Small and Medium Enterprises
12. Public Expenditure Management
13. Taxation, VAT, Revenue Generation
14. Trade and Globalisation
15. Infrastructure Finance (Private public partnership)

#### **II. Education**

1. Education Administration and Management
2. Education: Adult and Literacy
3. Education: Elementary
4. Education: Higher and Technical
5. Education: Non formal
6. Education Policy and Planning
7. Education: Pre-school
8. Education: Secondary
9. Education: Vocational
10. Educational Research and Action Research
11. Pedagogy
12. Special Education
13. Teacher Education and Training
14. Financing and Economics of education
15. Girls' education

#### **III. Energy & Power**

1. Energy Policy
2. Power Generation
3. Power Transmission
4. Distribution Business, Planning, Management & Distribution Reforms (Energy Conservation, Efficiency and Demand-side Management, Renewable Energy, Power Trading, Tariffs & Regulatory Environment, Energy Research & Development, Environmental Issues)
5. Planning for Disaster Preparedness/Mitigation (Structural Engineering, Geosciences)

#### **IV. Environment**

1. Environment Policy and Planning
2. Environmental Laws and Regulations (Sustainable Development, Environmental Standards ISO 140001)
3. Environment Management Programme (Environment Management Systems)
4. Environment and Livelihoods (Environment and Poverty Linkages, Forestry and Environment)
5. Environment and Health (Environmental Pollution- Air, Water, Waste Management)
6. Environmental Impact Assessment, SEA
7. Global Environmental issues (Biodiversity and Natural Resources, Climate Change, Global Warming, CDM, Ecological Security)
8. Environmental Economics
9. Environmental Education

#### **V. Health & Population**

1. Communicable Diseases
2. Non Communicable Diseases
3. Child Health
4. Health Systems/Institutional Issues
5. Sexual Health
6. Reproductive/Maternal Health
7. Nutrition
8. Health Policy/Planning
9. Health Infrastructure/Equipment
10. Health Statistics
11. Health Economics & Finances
12. Health IEC

#### **VI. Infrastructure & Urban Development**

1. Social Infrastructure (Asset Management, Cost Effective Construction Technology)
2. Transport (Transport Planning & Engineering, Transport Services, Policy & Institutional Development)
3. Water Supply
4. Sanitation (Hygiene promotion)
5. Waste Management and Disposal
6. Water Resource Policy and Management (Flood Prevention and control, Dams, Integrated Water Resource Management, Water Conservation and Rehabilitation)
7. Urban Governance (Urban Development and Management, Housing Policy and Development, Slum Upgradation, Municipal Development and Reforms)
8. Urban Planning
9. Quality Assurance (Engineering Education and Professional Development, Engineering Contracts, Procurement, Engineering Training & Capacity Building)

#### **VII. Governance and Institutional Development**

1. Civil Service, Administration and Reforms
2. Community Empowerment and Participation
3. Corruption, Fraud and Resource Waste
4. Decentralisation and Local Self Governments
5. Electoral Practices and Research
6. Employment Policy and Research
7. Good Governance Practices (Public, Corporate)
8. Human Rights

9. Legal and Judicial Systems and Development
10. Public Sector Management–Financial and Organisational
11. Institutional Development
12. Organisation Review and Change Management
13. Procurement Processes
14. Deregulation
15. Regulatory Framework

## **VIII. Rural Livelihoods Development**

1. Gender and Natural Resource Management
2. Food Security/Hunger
3. Agricultural Policy and Management
4. Livestock Policy and Management
5. Agricultural Extension and Development
6. Agro industries and agro-processing
7. Crops, Seeds, Farming Systems
8. Forestry Policy
9. Forestry Resources and Management
10. Irrigation and Water resources in Rural Context
11. Agricultural/Land Reforms
12. Land Use and Management
13. Non-land based resources and development
14. Rural Development Policy and Planning
15. Rural Livelihoods Approaches
16. Watershed Development and Management
17. Fisheries Policy and Development
18. Rural Urban linkages
19. Biotechnology in Agriculture
20. IPRs and benefit sharing, TRIPS in the context of the Agreement on Agriculture

## **IX. Social Development**

1. Child Labour
2. Civil Society Institutions
3. Community Participation and Empowerment
4. Gender
5. Labour Reforms and Welfare
6. Marginalised Population Groups
7. Poverty
8. Self Help Groups
9. Social Analysis and Research
10. Social Development Policy and Planning
11. Social Security

## **X. Information Technology**

1. Communication Technology
2. Software Development Services
3. GIS for Development Applications
4. LAN/WAN (Installation, Maintenance)
5. Hardware Maintenance (Laptop, PCs, etc.)
6. Database Development
7. Internet Security
8. Server Maintenance
9. Network Maintenance
10. CISCO routers

## **XI. Business and Financial Services**

1. Auditing

2. Event and Logistics Management
3. Executive Development Programmes
4. Facilitation of Workshops, Training, etc.
5. Financial Management Services
6. Legal Advisory Services
7. Media Management
8. Payroll Administration
9. Training Needs Assessment

## **XII. Communications**

1. Communication Research and Analysis (Communication behavioural skills, etc.)
2. Communications Strategy Development & Implementation
3. Advocacy
4. Social Marketing
5. Development Communications Methods (folk plays, drama, etc)
6. Advertising
7. Publications (Printing, Writing, Editing, Film, Video, Television, etc.)
8. Radio for Development
9. Public Relations
10. Information Education Communication (Gender, Health, poverty focus, education, etc.)

## **VI. CGG Consultancy Policy**

### **1. Back Ground**

CGG intends to be an autonomous, independent and professional world-class institution specialising in action research to facilitate and promote good governance. It intends to assist the Government of Andhra Pradesh in the implementation of its Governance Reform Programme. It also intends to assist the Government of India, and eventually the developing countries in pursuing their governance reform activities. CGG is an institution, first of its kind in the entire country. It has already built considerable specialisation and professional competence so as to be able to strive to emerge as a think tank on governance reforms and a bank of related 'best' tools, methodologies and practices. Further, CGG supports change management to address the issues of mindset block to governance reforms.

### **2. CGG Sustainability Plan**

The CGG Steering Committee in its meeting dated 9 December 2002 has approved the creation of a corpus fund to be known as the CGG Governance Reform Fund to sustain CGG's activities over time, with contributions from the following sources:

- reimbursement of charges paid to Dr. MCR HRD Institute;
- income from leasing of office space and conference facilities;
- 80% of net consultancy proceeds (clarified as including consultancy projects from GoAP/Gol/Other State Governments or part cost reimbursement from Departments in respect of projects taken up by CGG);
- overheads on externally funded programmes including those under donor-supported projects and projects supported by training and change management funds of departments.

It was envisaged that in due course, attempts would be made to tap other sources with the approval of the Steering Committee.

### **3. Cost Recovery in Projects**

From the beginning of financial year 2005-2006, CGG does not have budget from Government for salary and activities, CGG has to meet its own share to access funding from international agencies (e.g. DFID, World Bank, European Commission, Ford Foundation, etc.) and Gol/state sources. To build its financial strength CGG has been recovering costs and insisting on part-funding from departments. A policy of 25%-75% sharing towards CGG costs under externally-assisted project was approved as part of the CGG Business and Management Plan at the level of Chief Minister and Chairman, CGG. The exact recovery percentage would be decided by the department Secretary and DG&ED, CGG.

In the case of change management, management development and core training programmes for senior managers, CGG has to incur a lot of costs involving professionals, module development, expert studies, travel, lecture, printing of publications, etc. These costs are high and the modules cover many areas such as human resource management, financial management, performance management, office management, records management, addressing motivation and behaviour issues, team work and leadership, information management, customer management, citizen governance, process re-engineering, soft skills development, e-governance and other areas. Accordingly, the CGG Steering Committee has approved on 12 August 2004 to insist on at least 40% reimbursement towards CGG's cost under change management, management development and other training programmes. The policy is applicable to all institutions such as APARD, State Agricultural Management and Extension Training Institute (SAMETI), HRDI, Institute of Health and Family Welfare.

CGG intends to create a brand image so as to be able to obtain projects and have demand on its products.

#### **4. Status and Reputation as Resource**

In addition to finances, there are a number of other factors, which CGG intends to address to ensure its long-term viability; these include:

- CGG's status;
  - Political support
  - Role
  - Independence
  - Profile
- People;
  - Skills
  - Leadership
  - Experience
- Knowledge and Technology
- Clients
  - GoAP
  - Gol
  - Other State Governments
  - DFID
  - Other development partners
  - Other national governments

CGG intends to create a brand image so as to be able to obtain projects and have demand on its products.

#### **5. Building Human Resources**

It has been CGG's policy to build its human resource capabilities so as to be a leader in the field of action research for good governance. Accordingly, it has taken steps to recruit highly qualified and experienced staff with strong commitment to governance reforms and to make a difference in how the government works. The status of CGG as a society and the availability of project funds from DFID have enabled CGG to have an HRD Policy very suitable for its mandated objectives. After the project funding was over, it was not possible to continue with this policy due to constraints of government finances. Therefore, it has been decided at the level of the Steering Committee chaired by Finance Minister of Andhra Pradesh on 12 August, 2004 that CGG would devote 30% of its manpower resources to undertake consultancy projects to build a revenue base. Even in the case of All India Service officers, 3 months consultancy in a year is permitted on individual case basis. All reputed institutions, including IIMs have more liberal policies to permit participation of staff in consultancy projects.

As far as CGG is concerned, it was decided by the Steering Committee that instead of permitting individuals to take up consultancy projects, CGG would bid for such projects. Some consultancy projects may also be offered to CGG in view of its built-up reputation. The Steering Committee has further observed that in due course, the time of CGG allocated to consultancy projects could be increased to 50%. However, in general, CGG should take up consultancy assignments in its core areas that relate to governance reforms.

## 6. Bidding for Consultancy Projects

The CGG Steering Committee chaired by the Hon'ble Finance Minister in its meeting dated **20<sup>th</sup> March 2006** has adopted the following scheme for CGG to bid for the consultancy projects.

In bidding for projects on consultancy basis, the following broad cost apportionment will apply, subject to change, if any, depending on the nature of project, at the level DG&ED:

	% of Total Project Cost
Personnel Cost Including Supporting Staff Salary	60%
Local Travel for Personnel	5%
Outstation Travel for Personnel	10%
Institutional Overheads	10%
Systems Hardware, Software & System Services	5%
Consumables – Stationary, Fax, Telephone & Other Utilities	5%
Workshops, Seminars, Printing, Publications etc.	5%
Total	100%

Regarding CGG's costing of services for staff proposed towards consultancy projects that CGG will be bidding for, the Steering Committee decided that the man month and man day rates would be as approved by Hon'ble Finance Minister – subject to changes in individual cases, as needed, with DG&ED's approval.

In the case of projects undertaken for Government Departments/RIF as CGG would also be providing Technical Support and Advisory Services to the project, if CGG Resource Group staff are required to be involved in view of their expertise, the Committee decided that CGG would charge 50% of the rates for staff costs as approved (formulae for other costs such as Outstation Travel for Personnel, Institutional Overheads, Systems Hardware, Software & System Services, Consumables – Stationery, Fax, Telephone & Other Utilities, Workshops, Seminars, Printing, Publications etc. will continue to apply on total project cost which will include CGG staff cost, other expert staff cost and the above expenditure items). Modifications if any, will be decided at the level of DG&ED.

## VII. CGG Travel & Transport Policy

### I) For Employees

#### 1. Basic Principles

- Official travel claim shall not be a source of profit
- Reasonable conditions of travel and stay
- Generally standard terms for all categories of officers
- Easy to understand and administer
- Scope for exercise of financial prudence by the officer to minimize expenditure
- Use of services of approved travel agent to get best terms
- Combination of best practices in Government and in private sector

#### 2. Mode of Travel

- **Domestic Bus travel: AC Bus travel for all categories.**
- **Domestic Car travel:** AC Taxi for all categories.
- **Domestic Rail travel:** AC First Class for DG & ED & Dy ED, and AC 2-tier for Resource Group Directors and all Managers; AC 3-tier for other categories.
- **Domestic Air Travel:** Business Class for DG & ED, and Dy ED.
- Economy Class for all Managers whose gross salary is Rs.20,000/- or more.
- **International travel:** Business class for DG & ED and Economy class for other categories.
- **Routing:** The journey should be by the shortest possible route. (Alternative routes permissible where there is no additional cost.)
- **Bills:** Production of tickets/ bills / Boarding passes in support of travel is mandatory with information in prescribed format.

#### 3. Hotel Room Rent

- **Abroad:** Maximum US \$150/- per night for DG & ED and Dy ED level (in case travel with Ministers / Secretaries or for conferences actual costs would be permissible). US \$125/- for all Managers and other employees. US \$ 100 for all other categories. [Production of bills (including Boarding Pass) mandatory. Officer should try to ensure that the room charges are inclusive of all taxes and service charges.]
- **India:** Maximum Rs.5,000/- per night for DG & ED, Dy ED & Directors, and Rs.3,500/- for all Managers. In the case of Delhi, the permissible limit would be Rs 6000/- per night for DG & ED, Dy ED & Directors and Rs.4,500/- per night for other categories. (Production of bills mandatory. Officer should try to ensure that the room charges are inclusive of all taxes and service charges. Officer should try to use Government accommodation where possible.)

#### 4. Daily Allowances

- **India:** Rs.900 per day (more than 12 hours), Rs.450 for half day (more than 6 hours but less than 12 hours). Production of Bills not necessary. Proof of arrival and departure would be required.
- Full DA for each completed period of absence of 24 hours from Headquarters and for the remaining fraction of hours of absence, the admissibility of D.A. will be as follows.

Number of hours	Admissible Daily Allowance (Rs.)
12 hours or more	Full D.A.
6 hours or more but less than 12 hours	Half D.A.
Less than 6 hours	Nil

- **Overseas:**

US \$2/- for each completed hour at place of temporary official duty. Figure is inclusive of meals and extras. (Production of bills is not necessary. Proof of arrival and departure would be required.)

In case of all foreign visits organized by CGG, the prevailing Government rules regarding travel and per diem as applicable to Government employees from time to time will be applicable to CGG personnel if the same are more beneficial to them.

## **5. Local Transportation on Tour:**

- **India:** AC Taxi for all categories (As far as possible, receipts shall be obtained & produced. Otherwise, employee's declaration is a must)
- **Abroad:** Public transport should be the preferred mode of travelling. Taxis (point to point or by the hour) may be hired taking into account economy and efficiency. (Receipts shall be obtained & produced.)

## **6. Communications: (Charges which are reimbursable)**

- **Internet / E-mail:** Charges (Effort should be to use cheapest means to access internet/e-mail.)

## **7. International Travel Documentation (Charges which are reimbursable)**

- Cost of passport services;
- Visa related charges;
- Cost of photographs/immunisation;
- Cost of medical insurance for hospitalisation abroad.

## **8. Advances:**

Advance of anticipated expenditure not exceeding 80% thereof may be approved by the D.G.

## **9. Settlement of Accounts relating to Official Tours:**

The officer should submit the expenditure details in the prescribed format within 7 working days of returning to headquarters. This includes returning unspent advances. Inability to do so will result in withholding of their salary for the succeeding month.

## **10. Entertainment Allowance**

At actuals for DG (Production of bills mandatory)

All tours and travels shall be undertaken only when essential and there is sufficient project travel budget. Prior approval of DG&ED in the prescribed travel request form in the e-Office Web sites is a must before undertaking travel. It is noticed that K.Ms. / P.Ms. / other employees who wish to perform travel by Air are booking Tickets by themselves without observing austerity measures. All are therefore required to inform OSD in writing to book the Air Tickets after their travel programmes are approved by the D.G.

## **11. Leave Travel Concession (LTC)**

- DG & ED, Dy.E.D and other officers deputed from Government will follow relevant LTC Rules. No LTC is applicable to contract employees.

Exceptions: Waiver of the above conditions in case of different categories of CGG staff working together on the same project shall rest with the DG only.

## 12. Local Transport Policy: Vehicle Allotment

CGG has been hiring vehicles to be used by D.G. & ED. /Dy. E.Ds./ Resource Group Directors, and for General Pool, etc.

## 13. Policy for Private Use of Vehicles:

1. ED Government rules apply.
2. Others Private/personal usage can be permitted only with the prior approval of ED or Deputy ED and the following rates will be charged:
  - i. A/C Car Rs.4/- per KM
  - ii. Non-A/C Car Rs.2/- per KM
  - iii.
3. For Airport drop & pick-up- At no charge
4. Overtime/Extra Hours- All CGG staff to ensure that no vehicle is used beyond 12 hours a day. If required CGG would go in for fixed monthly overtime rates. No additional overtime than stipulated in fixed rates contracts will be permitted. If any officer uses the vehicle allotted beyond 12 hours/stipulated extra hours he/she will have to bear the cost of overtime payment.

## 14. DG & ED's Travel

CGG is vigorously meeting departments and agencies at state and national levels and participating in competitions to generate resources for the Society. CGG is conducting studies for DoPT in connection with the Governance Code referred to by Hon'ble Prime Minister. CGG is also working with the Inter-State Council (Union Home Ministry) on a permanent agenda for the Council to be discussed in the meeting of Hon'ble Prime Minister with Chief Ministers. CGG is also getting several externally-supported projects. Business development for CGG requires a lot of travel - some at short notices.

Deputy ED will attend all meetings at Government level when DG&ED is on tour out of city.

## II) For Consultants

- 1 The following rules would apply when the Consultants need to travel as part of the consultancy arrangement (Amendments, if any will be notified from time to time). Advance tour approval is mandatory from the competent authority.

### Mode of Travel

- **Bus travel:** AC Bus travel (including Garuda)
- **Rail travel:** AC 2-tier, 3-tier, Sleeper class (based on Grade)
- **Domestic Air travel:** Economy class (based on Grade)
- **Routing:** The journey should be by the shortest possible route. Alternative routes permissible where there is no additional cost
- **Bills:** Production of tickets (Boarding Pass is a must)/bills in support of travel is mandatory
- **Local Transportation:** when on outstation work -Ordinary taxi may be engaged for local visits. The same to be adopted in case of short distance visits (within 3 hrs travel)

### For Consultants of Level 5 to 7

- **Stay Hotel Abroad:** US \$100/- (Production of bills mandatory. Consultant should try to ensure that the room charges are inclusive of all taxes and service charges)
- **Subsistence Allowance Abroad:** \$40 per day for a full day and Rs.20/- per day for part thereof
- **Stay Hotel India:** Maximum Rs.3,500/- per night. (Production of bills is mandatory. Consultant should try to ensure that the room charges are inclusive of all taxes and service charges)
- **Subsistence allowance in India:** Rs. 900 per day (more than 12 hours), Rs.450 for half day (6-12 hours).
- **Economy class Air travel or AC-2 tier by train**

### For Consultants of Level 3 to 4

- **Stay Hotel India:** Maximum Rs.2,000/- per night. (Production of bills is mandatory. Consultant should try to ensure that the room charges are inclusive of all taxes and service charges)
- **Subsistence allowance:** Rs. 600 per day (more than 12 hours), Rs.300 for half day (6-12 hours).
- **AC-2 tier train**

### For Consultants of Level 1 to 2

- **Stay Hotel India:** Maximum Rs.1,000/- per night. (Production of bills is mandatory. Consultant should try to ensure that the room charges are inclusive of all taxes and service charges)
- **Subsistence allowance:** Rs. 400 per day (more than 12 hours), Rs.200 for half day (6-12 hours).
- **AC-3 tier train/II class**

The subsistence will be paid for outstation travel only. For calculation of number of hours, the time starts from one hour prior to the official departure time of the flight/train/bus till the actual arrival time of the flight/train/bus to the base.

The claim should be supported by original bills including tickets for the journey. The exception may be in case of local travel such as taxis for short journeys. However, in case of hotel bills the main bill as well as bills for room service and telephone/fax/paid outs giving details should be attached.

2. The following items are not allowed as part of a claim for actual:
  - Wine/alcohol with meals
  - Soft drinks (other than mineral water with meals where the local water is not fit to drink) or if taken with meals
  - Snacks
  - Room services (avoid room services as far as possible)
  - Use of sports and massaging facilities
  - Laundry facilities and dry cleaning (avoid as far as possible)
  - Telephone calls (other than official)
  - Television (unless the charge is compulsory)

3. Claim for travel and subsistence will be made by filling up the travel claim form of CGG and attaching supporting vouchers.
4. Please note that in cases where the consultants have to travel by air for project related travel and he/she buys the ticket himself/herself, CGG will reimburse economy class air ticket and such travel should be approved by the Programme Coordinator/Executive Director in advance. Please note that CGG would require the original bills and receipt for the air ticket, Boarding Pass and ticket stubs where possible which should be attached with the travel claimed for.
5. In case of official calls made from consultant's home, consultant will have to submit copy of itemised STD/ISD bills marking all official calls mentioning name of person and/or organisation called.

**Exception:** Waiver of the above conditions in case of different classes of consultants working together on the same project shall rest with the Management Committee only. However, the upper ceiling shall not exceed those provided to Level 5-7 consultants.

## VIII. CGG Sustainability Plan

### 1. Back Ground

The Centre for Good Governance (CGG) was established by the Government of Andhra Pradesh (GoAP) in October, 2001 to help it achieve the State's goal of [Transforming Governance](#). CGG coordinates and supports the designing and implementation of GoAP's Governance Reform Initiatives through the following:

- Conducting action research on focus areas identified in consultation with government departments;
- Providing professional advice; and
- Conducting change management programmes for government departments and agencies.

In addition to assisting Government of Andhra Pradesh, CGG is also playing a national role in promoting an agenda for good governance through action research and dissemination of best practices in governance reforms. It has also been taking up projects for various departments / Ministries in Government of India and other State Governments.

### 2. CGG: Objectives

The mandated objectives of the Centre for Good Governance are as follows:

- To act as a think tank and help translate government goals, objectives and policy priorities into tangible reform actions in the areas of governance;
- To create a bank of best practices and tools in governance reforms, including e-governance ;
- To support change management programmes in government to effectively carry forward governance reforms and to develop a reform communication strategy for wider implementation and to build capacity within the government ; and
- To provide consultancy services to state and local governments and international and national organisations in the areas of design, action research and implementation of governance reforms, including administrative reforms.

### 3. CGG: Focus Areas

The focus areas on which the Centre for Good Governance is concentrating are:

- Strategy & Performance Innovation Units in Focus GoAP Departments
- Change Management
- Performance Measurement
- Simplifying Government and e-Governance
- Moral Government
- Accountable Government
- Responsive, Citizen-focused Services
- Financial Management-Transparency
- Policy and Performance
- Anti-Corruption

#### **4. CGG: Strategic Positioning**

CGG's medium and long-term goal is to be an autonomous, independent and professional world-class institution specialising in action research to facilitate and promote good governance. It not only assists the Government of Andhra Pradesh in the implementation of its Governance Reform Programme, it is also making effort to assist the Government of India, and eventually the developing countries in pursuing governance reforms. CGG is an institution, first of its kind in the entire country. It has already built considerable specialisation and professional competence so as to be in a position to strive to emerge as a think tank on governance reforms and a bank of related 'best' tools, methodologies and practices. Further, CGG would continue to support change management to address the issues of mindset block to governance reforms.

#### **5. CGG: Long-term Viability**

There are a number of factors, in addition to finance, that CGG intends to address to ensure its long-term viability. These include:

- CGG's status;
  - Political support
  - Role
  - Independence
  - Profile
  
- People;
  - Skills
  - Leadership
  - Experience
  
- Knowledge and Technology
  
- Clients
  - GoAP
  - GoI
  - Other State Governments
  - DFID
  - Other development partners
  - Other national governments

CGG intends to create a brand image so as to be able to obtain research projects and also create a demand on its products.

#### **6. Building Human Resources**

It has been CGG's prime policy to build its human resource capabilities so as to be a leader in the field of action research for good governance. Accordingly, it has taken steps to recruit highly qualified and experienced staff with strong commitment to governance reforms and to make a difference in how the government works. The status of CGG as a society and the availability of project funds from DFID have enabled CGG to have an HRD policy very suitable for its mandated objectives. After the project funding is over, it would not be possible to continue with this policy due to constraints of government finances. Therefore, it has been decided at the level of the Steering Committee chaired by Finance Minister of Andhra Pradesh on 12 August, 2004 that CGG would devote 30% of its manpower resources to undertake consultancy projects to build a revenue base. Even in the case of All India Service officers, 3 months consultancy in a year is permitted on an individual basis. All reputed institutions, including IIMs have more liberal policies.

As far as CGG is concerned, it was decided by the Steering Committee that instead of permitting individuals to take up consultancy projects, CGG would bid for such projects. Some consultancy projects may also be offered to CGG in view of its built-up reputation. CGG management can allocate suitable staff to devote some time on these projects. The Steering Committee has observed that in due course the time of CGG allocated to consultancy projects could be increased to 50%. However, in general, CGG should take up consultancy assignments in its core areas that relate to governance reforms. In the Steering Committee Meeting on 12 August 2004, it was decided that if CGG staff devote up to 30% of their time for consultancy projects, then CGG can earn some revenue and with that revenue it can discharge the responsibility of supporting core research agenda on good governance reforms and sustain itself.

## **7. Retaining High Quality Staff**

To retain quality personnel so as to achieve the objective of CGG becoming a world-class institution, the DG & ED may consider the following:

1. Incentives could be provided to CGG professional staff engaged in the consultancy projects as per the CGG consultancy policy.
2. The incentive to any person would not exceed 100% of the remuneration received by that person during the relevant financial year / s.

## **8. Cost Recovery in Projects**

From the beginning of financial year 2005-2006, CGG does not have budget from Government for salary and activities. CGG has to meet its own share to access funding from international agencies (e.g. DFID, World Bank, European Commission, Ford Foundation etc.) and Gol/state sources. To build its financial strength CGG has been recovering costs and insisting on part-funding from departments. A policy of 25%-75% sharing towards CGG costs has been approved as part of the CGG Business and Management Plan at the level of Chief Minister and Chairman, CGG. The exact percentage would be decided between the concerned Department Secretary and DG&ED, CGG.

In the case of change management, management development and core training programmes for senior managers, CGG has to incur a lot of costs involving professionals, module development, expert studies, travel, lecture, printing of publications, etc. These costs are high and the modules cover many areas such as human resource management, financial management, performance management, office management, records management, addressing motivation and behaviour issues, team work and leadership, information management, customer management, citizen governance, process re-engineering, soft skills development, e-governance and other areas. Accordingly, the CGG Steering Committee has approved on 12 August 2004 to insist on at least 40% reimbursement towards CGG's cost under change management, management development and other training programmes. The policy is to be applicable to all institutions such as APARD, State Agricultural Management and Extension Training Institute (SAMETI), HRDI, Institute of Health and Family Welfare.

As regards the costing of CGG's services is considered, CGG has studied the cost recovery policies of Dr. MCR HRD Institute. The Institute has gone a long way towards recovery of costs for sustainability of its programmes. The cost recovery by the HRD Institute is primarily guided by the following proceedings of the Director General:

**(1) Proceedings No.TM/2011/2004 of Director General, Dr. MCR HRD Institute Dt: 16.03.2004 – AP Genco Training**

Dr.MCR HRDI AP will organize two 2-day training programme on the following terms and conditions:

1. The number of participants for each batch are to be limited to 15;
2. An amount of Rs.60,000/- will be charged towards facilities, lunch, coffee/tea, transportation, coordination, design consultancy, etc., for each batch. This amount (totally Rs.1,20,000/-) has to be paid to the HRD Institute before commencement of the programmes. This is @ Rs.4,000/- per participant per batch
3. In case the number of participants exceed 15 in any batch for each participant @Rs.4,000/- extra will be charged
4. Hostel accommodation to out-station participants not exceeding five numbers will be provided if required.

**(2) Proc No.4973/TM/2003/Tribal Welfare of Director General, Dr. MCR HRD Institute DTSU-IV Dt,06 -04-2004**

The consultancy, professional, facility-charges to be levied will depend upon the range and scope of support extended, which can be broadly categorized as follows:

- a) Providing infrastructure facilities
- b) Organising/coordinating training at Institute campus
- c) Design, development and delivery of training
- d) Organising training at/through District Training Centres
- e) Especially requisitioned services and events

Providing Infrastructure Facilities:- In cases where a department has already developed the modules, identified resource-persons, trainees, etc. and will be organizing/coordinating training, the support might consist of providing infrastructure facilities only. The charges of providing infrastructure support will be governed by Proceeding No. S5/3271/2002, dt.02 Sept 02 as amended from time to time. Charges levying on this account will be as applicable on the date (s) of programme. The current rates leviable are as follows:

- a) Rs.3,750 per day for the AC Conference Hall (for a maximum capacity of 30)
- b) Rs.50 for working lunch per participant per day
- c) Rs.20 per participant per day for tea/coffee snacks in the afternoon
- d) Rs.150 for training kit per participant
- e) Rs.1,000 for transportation (of participants) per trip
- f) Rs.2,000 for miscellaneous expenditure per day, including transportation of Guest faculty etc.

Based on the above, the institutional charges for hiring of facilities will be as follows for a maximum of 25 participants:

Programme Duration (in	Consolidated institutional charges	Additional charges per participant	Remarks
2	Rs.23,000	Rs. 1,000	Any other extra and special facilities such as special/executive lunch, hostel/guesthouse accommodation or participants/resource-persons, etc. will be charged as per the existing norms and rates fixed by the Institute from time to time.
3	Rs.35,000	Rs.2,000	
4	Rs.44,000	Rs.2,800	
5	Rs.55,000	Rs.3,500	
6	Rs.66,000	Rs.4,200	
15	Rs.165,000	Rs. 10,500	

Organizing/Coordinating Training: In cases where the department desires an already developed training module, to be organized/coordinated by the Institute, the charges will be as follows:

Programme Duration (in days)	Consolidated institutional charges	Additional charges per participant	Remarks
2	Rs.34,000	Rs.2,000	Any other extra and special facilities such as special/executive lunch, hostel/guest-house accommodation for participants/resource-persons, etc. will be charged as per the existing norms and rates fixed by the Institute from time to time.
3	Rs.50,000	Rs.3,500	
4	Rs.68,000	Rs.4,600	
5	Rs.80,000	Rs.6,000	
6	Rs.96,000	Rs.7,200	
15	Rs.240,000	Rs.15,000	

Design, Development & Delivery of Training: When department desires to have a training-programme designed, developed and delivered by the Institute, consultancy charges will be Rs.20,000, Rs.30,000, Rs.40,000, Rs.50,000, Rs.60,000 and Rs.1,50,000 respectively for 1, 2, 3, 4, 5, 6 and 15 day module. This will be in addition to the organizing/coordination charges, as indicated above. The total charges will be as follows:

Programme Duration (in days)	Consolidated institutional charges	Additional charges per participant	Remarks
2	Rs.54,000	Rs.2,500	Any other extra and special facilities such as special/executive lunch, hostel/guest-house accommodation for participants/resource-persons, etc. will be charged as per the existing norms and rates fixed by the Institute from time to time.
3	Rs.80,000	Rs.4,000	
4	Rs.1,08,000	Rs.5,000	
5	Rs.1,30,000	Rs.6,500	
6	Rs.1,56,000	Rs.8,000	
15	Rs.3,90,000	Rs.20,000	

### Current Costing followed by HRD Institute

Sl. No.	Item / Component	Cost in Rs. Per day for Max. 25 participants
1	Campus Infrastructure Utilization costs (This Includes Classroom, Snacks, Tea, Lunch, Stationery, Transportation, Guest Faculty Honorarium, Reading Material, etc.)	15000/-
2	Design and Development for One Day module	25000/-
3	User charges of 25% to the above services	10000/-

Recently the HRD Institute, has embarked upon the following generic cost recovery policy:

Sl. No.	Item / Component	Cost in Rs. Per Day for Max. 25 participants
1	Campus Infrastructure Utilization costs (This Includes Classroom, Snacks, Tea, Lunch, Stationery, Transportation, Guest Faculty Honorarium, Reading Material, etc.)	15000/-
2	Design and Development for One Day module	25000/-
3	User charges of 25% to the above services	10000/-

The above costing scheme under which 50% of a programme's cost is for design and development of modules will be adopted by CGG in principle. The rough cost per participant per day would be of the order of Rs.2000. CGG would adopt this benchmark. However, depending on the nature of programme, CGG could go in for a different cost recovery scheme.

### 9. CGG Sustainability Plan

While building human resources and retaining high quality staff are critical for CGG's sustainability, finance would be an important factor for CGG's growth and march towards attainment of its medium- and long-term objectives. At present CGG receives funding from DFID under the Andhra Pradesh Governance Reform Programme to undertake bulk of its activities. The funding is available for the project until 31 March 2005. After that date, CGG may not be able to rely on further funding from a development partner, or indeed from GoAP. Accordingly, CGG has decided to develop and implement a sustainability plan banking on its own expertise, status and reputation.

The CGG Steering Committee in its meeting dated 9 December 2002 has approved the creation of a corpus fund to be known as the CGG Governance Reform Fund to sustain CGG's activities, with contributions from the following sources:

- reimbursement of charges paid to Dr. MCR HRD Institute;
- income from leasing of office space and conference facilities;

- 80% of net consultancy proceeds (clarified as including consultancy projects from GoAP/Gol/other State Governments or part cost reimbursement from Departments in respect of projects taken up by CGG);
- overheads on externally funded programmes including those under donor-supported projects and projects supported by training and change management funds of departments.

The above policies for sustaining CGG's activities – CGG sustainability will continue to be in force.

## **10. Mission and Vision**

CGG should actively pursue the policy of engaging and retaining high quality staff and create an institutional knowledge and expertise in Governance reforms and other core areas as per its mission and vision. CGG should also continue its efforts to strengthen its unique position both within and outside the country by strategic alliances. It should also aim at institutional sustainability both professionally and financially and should take up innovative projects at national and international level.

## IX. FORMATS

### CGG EMPLOYMENT APPLICATION FORM

#### BASIC DETAILS

Post Applied for:

\*How did you come to know about CGG?  
(Max up to 50 words)

\* How did you come to know about this vacancy in CGG?

Jobsites     
  Newspaper Advertisement     
  Placement Vendor     
  CGG Website

CGG Employee     
  Other (Please Specify)

\*Why do you want to join CGG? (Up to 50 words)

\*Have you gone through CGG website?       Yes       No

#### PERSONAL DETAILS

\* Name:

*(First Name)	(Middle Name)	*(Last Name)

\*Father's Name:

*(First Name)	(Middle Name)	*(Last Name)

\* Date of Birth (DD-MM-YYYY):

\*Gender :             M       F

\*Nationality:

\*Country of Residence:

Passport No:

Date of Issue (DD-MM-YYYY):

Valid up to (DD-MM-YYYY):

PAN No:

\*Present Address:

\*City:       \*State:

\*Country:       \*Pin Code:

\*Email:

\*Telephone 1:       Telephone 2       Mobile

Is Present Address and Permanent Address same?       Yes       No

\*If no, Name of the contact person:

\*Relationship with the applicant:

\*Address:

Please affix  
your passport  
size color  
Photograph

\*City:  \*State:

\*Country:  \*Pin Code:

\*Social Status:  Married  Single

**If married, specify details:**

\*Spouse occupation

\*If working, where  
(Name of the  
Company & City)

**\*Language skills** Grade skill 1-5 (1 = basic, 5 = excellent, \* = mother tongue)

Languages	Speaking	Reading	Writing
1.			
2.			
3.			
4.			

**\*Extra Curricular Activities:**  
(Mention any 3)

**\* Areas of Interest:**  
(Mention any 3)

**ACADEMIC QUALIFICATIONS**

	Qualification Passed	Specialization or Major Subject	University / Institute Name (Full) & Place	Duration		Year of Passing	% of Marks (Agg. of all Sem/ OGPA/ CGPA)	Course Type (Full Time / Part Time / Correspondence)	Please Indicate Awards Scholarships won, etc.
				From (DD-MM-YYYY)	To (DD-MM-YYYY)				
Post Graduate Degree									
Bachelor Degree									
*12 <sup>th</sup> / Pre-University									
*10 <sup>th</sup> / SSC									
Other Diploma Qualification									
Any Other Qualification									

Break in Study (If any) -  Years  Months Give reasons:

Break between Study & Employment (If any) -  Years  Months Give reasons:

**DETAILS OF PUBLISHED WORKS**

Co-authored	Year	Publisher	Title	Book/Article/Paper (specify)	Is the soft copy available?
<input type="text"/>	<input type="radio"/>				

**EMPLOYMENT DETAILS** (Needs to be supported by relieving / release letter at the time of joining)

START WITH MOST RECENT EMPLOYMENT, ALSO MENTION ANY GAPS EXCEEDING SIX MONTHS

Name of Employer	Address of Employer	Duration		Designation	Nature of Duties (Reporting to Role)/ key functions	Annual Gross Salary (INR)	Cash/ perks/ total
		From (DD-MM-YYYY)	To (DD-MM-YYYY)				

Break During Employment (if any) :  Years  Months Give reasons:

Total IT Experience (in Months) :  Total Non - IT Experience (in Months) :

**OTHER DETAILS**

Are you currently under any Service Bond?  Yes  No

Details:

Expected Annual Gross Salary (INR):

Tentative Joining Date (if selected) (DD-MM-YYYY)

**Any Relatives in CGG?**  Yes  No If yes, give the following details:

	Name	Designation	Relationship
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>

**REFERENCE DETAILS** (other than relatives) preferably supervisor or senior in current organization:

	Reference 1	Reference 2
*Name	<input type="text"/>	<input type="text"/>
*Full Address	<input type="text"/>	<input type="text"/>
*Contact Number	<input type="text"/>	<input type="text"/>
*Designation	<input type="text"/>	<input type="text"/>
*Organization	<input type="text"/>	<input type="text"/>
*Period for which he/she knows the applicant	<input type="text"/> Years <input type="text"/> Months	<input type="text"/> Years <input type="text"/> Months
*Nature of acquaintance Codes (boss/ colleague etc)	<input type="text"/>	<input type="text"/>

**If you have appeared for CGG Interview earlier, kindly furnish following details**

N

Date of interview (DD-MM-YYYY) :

Position Applied :

Final Result:

**Declaration**

I certify that the information furnished above is factually correct and subject to verification by CGG (including Reference Check & Background Verification). I accept that an appointment given to me on this basis can be revoked and / or terminated without any notice at any time in future if any information has been false, misleading or deliberately omitted / suppressed. I also certify that I am at present in sound mental and physical condition to undertake employment with CGG.

I Agree   N

yyyy)

\* Place

(Signature of Applicant (offline))

\* Date (DD-MM-

**INSTRUCTIONS**

**Please follow these instructions for filling the form manually.**

1. Please fill the form in Black or Blue ink.
2. Fields marked with (\*) are mandatory.
3. Please affix your latest passport size color photograph.
4. Please enter Passport Number in the format A9999999.
5. Please enter PAN Number in the format AAAAA9999A.
6. Please enter the dates in the specified format.
7. Please enter the telephone and mobile numbers in the format 91224445555 or 019999955555
8. Please sign the form on page 5 before submitting.



In addition you will be paid Rs.       /- and Rs.       /- per month towards Conveyance and Mobile Allowances respectively. However, the Conveyance Allowance will not be paid, if you use office transport. All other benefits are applicable as per CGG Rules. Provident Fund will be deducted as per the Employee Provident Fund Rules.

### **Working hours**

Your usual working hours will be 9:30 hrs. to 17:30 hrs. on Monday to Saturday except holidays.

Because of the nature of your position in CGG, you will be required to work whatever additional hours are necessary for the proper performance of your duties and this may on occasion mean that you will work in excess of normal working hours and in some cases during evenings or on designated holidays. There will be no payment for these additional hours above the salary detailed in the "Salary arrangements" section of this letter of contract.

### **Place of work**

Your primary place of work is the Centre for Good Governance, Jubilee Hills, Hyderabad, Andhra Pradesh, India although you may be required to travel outside of Hyderabad from time to time.

### **Expenses**

As part of your duties, you may be required to travel outside of Hyderabad. Should the need arise for such travel; you will be reimbursed for reasonable travel and accommodation costs which you have necessarily incurred.

You will, however, not be reimbursed for the cost of travel between your home and CGG which shall be considered to be your primary place of work.

### **Holidays**

You will be entitled to the following holidays:

- Sundays;
- Second Saturdays;
- Public Holidays;

All other leaves are applicable as per the CGG HRM Policy.

### **Termination**

As an employee of the organisation you may withdraw from the contract by giving **two month's notice** in writing to CGG, and is subject to CGG's certifying proper completion of work to its satisfaction in respect of incomplete works. However, CGG may also terminate the contract by giving two month's notice in writing. **If you wish to leave the organisation without sufficient notice period, salary equivalent to the insufficient notice period shall be paid to CGG before leaving the organisation.**

Termination of the Contract of Employment for whatever reason shall not affect your accrued rights to the payment of salary and the reimbursement of expenses as at the date of termination.

### **Copyright and Intellectual Property**

Copyright and all other intellectual and proprietary rights in any material produced by you in connection with the Contract of Employment shall vest in CGG upon the date of such production and you shall do all things reasonably necessary at CGG's request and expense to perfect such vesting, both before and after the termination of the Contract of Employment.

## **Confidentiality and Restriction**

You undertake to keep in strict confidence and not disclose to any third party without CGG's prior written consent any documentation, materials, drawings, designs, software or information relating to the business, technology, know-how, finances and affairs of CGG and the Government of Andhra Pradesh which may be disclosed to or become known to you in connection with the Contract of Employment. You will utilise the same solely for the purposes of fulfilling your duties in accordance with the Contract of Employment and not otherwise.

## **Protective Covenant**

The parties agree that the following clause is wholly necessary and is reasonable to protect the legitimate interests of CGG.

You shall not during the period of six months after the termination of your employment solicit or endeavour to entice away from or discourage from being employed by CGG any person employed by CGG who to your knowledge was an employee thereof at the date of such termination or whom to your knowledge has at that date agreed to be engaged as an employee of CGG and with whom you have dealt with or had contact in the normal course of your duties.

## **CGG Key Policies & Procedures**

Further terms and conditions, policies and procedures which form part of your contract of employment are set out in CGG Key Policies for which you are required to abide by.

## **Status and Tax Liability**

You are employed by CGG on a fixed term contract of employment.

Other than the monthly salary detailed above, you will receive no financial or other benefits as a result of your employment by CGG .You will be personally responsible for your tax status and any associated liabilities.

The contract is governed by and construed in accordance with the laws of India.

## **Concluding remarks**

By signing and accepting this letter you agree to enter in to a contract of employment with CGG and to be bound by its terms together with the provisions of the CGG's HRM Strategy as they relate to staff employed on a fixed term contract.

If you wish to accept, which we very much hope you will, you should sign, date and return this letter of contract to me. I enclose a second copy, which you may wish to keep for your own records.

If there are any matters, which you would like to discuss further or clarify, please do not hesitate to contact the Officer on Special Duty, CGG. Otherwise we look forward to receiving your acceptance of this letter of contract as soon as possible.

Yours sincerely,

**Deputy Executive Director (F&P)**  
**Centre for Good Governance**

---

I, the undersigned, have reviewed, read and accept the above terms and conditions of employment. I understand that these terms and conditions of employment will take effect from **December 2009 and end on 6<sup>th</sup> December 2010.**

---

(Signature)

---

(Date)

### 3. Form of Consultancy Contract

#### Section 1

Contract for: Services as a \_\_\_\_\_

Contract Number: CGGXXX (NUMBER TO BE ALLOCATED BY CONTRACTS MANAGER)

This Contract (hereinafter referred to as the Contract) dated XXXXXXXX 2003 is made between:

Centre for Good Governance, Road No 25, Jubilee Hills, Hyderabad, India (hereinafter referred to as CGG)

and

**(NAME OF CONSULTANT OR CONSULTING FIRM)** (hereinafter referred to as the Consultants)

Whereas:

- CGG may require the Consultant to supply certain services under the terms of the Contract, and as more particularly defined in the Terms of Reference, (hereinafter referred to as the Services) which shall be placed pursuant to the Contract (see Section 3),
- and**
- The Consultants, having represented to CGG that they have the professional skills, personnel and technical resources, have agreed to supply the services when required during the period of the 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: Conditions of Consultancy Contracts  
Section 3: Terms of Reference  
Section 4: Schedule of Prices

#### 2. Previous Communications

This document constitutes the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation to the Services to be undertaken in accordance with the Contract.

#### 3. Provision of Services

The Consultants agree, during the period of the Contract, to make him/herself available if required, to provide the Services to be undertaken in accordance with the Contract. The Consultants are required to pass on, within one month of completion of a task, all documents and working papers accumulated during the course of the service.

#### 4. Financial Limit

Total financial limit for this project is Rs. XXXXXXXXXX (Rupees XXXXXXXXXXXXXX).

**5. Payment**

In consideration of the Services performed by the Consultants under the terms of this Contract, CGG shall make to the Consultants such payments and in such manner as provided in Section 4 ["Schedule of Prices"] within the financial limit specified.

**6. Commencement of the Services**

This Contract will remain in effect from \_\_\_\_\_, and expire on \_\_\_\_\_, unless terminated earlier in accordance with the provisions of the Contract.

**7. Acknowledgement**

The Consultants shall confirm acceptance of the terms of this Contract by signing and returning to CGG the duplicate copy enclosed herewith within a period of 30 days.

**For and on Behalf of CGG:**

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

Position: Deputy Executive Director

Signature:

Date: XXXXXXXX 2003

**For and on Behalf of the Consultants:**

Name: XXXXXXXXXXXXXXXXXXXX

Position: XXXXXXXXXXXXXXXXXXXX

Signature:

Dated: XXXXXXXX

**Section 2**

**Conditions for Consultancy Contracts**

**1. Construction of Contract**

1.1. The Contract shall be governed by and construed in accordance with the laws of India.

**2. Definitions**

2.1. "the Consultants" means the person, firm or company with whom the Contract is placed.

2.2. "the Contract" means the contract between CGG and the Consultants consisting of the Form of Contract and the documents listed therein.

2.3. "the Services" means those activities more particularly defined in Section 3 (Terms of Reference/Scope of Work), as referred to in Clause I of the Form of Contract.

2.4. "the Project Manager" means the person who is responsible for issuing instructions and dealing with all correspondence in connection with the technical aspects of the Contract.

2.5. "the Contracts Manager" means the person who is responsible for all contractual aspects of the contract.

### **3. Instruction and Approvals**

3.1. Instructions for implementation of the Services may only be given by the Project Manager.

3.2. No variation in the terms or scope of the Contract shall be valid or binding unless previously expressly agreed in writing by CGG and the Consultants in the form of a letter entitled "Contract Amendment No". CGG takes no responsibility for work outside the agreed contract Terms of Reference/Scope of Work.

### **4. Personnel**

4.1. The Consultants shall communicate through the proposal the personnel to be engaged in providing the services. The prior approval of the Contracts Manager will have to be obtained by the Consultants in respect of any new person engaged. Such personnel shall perform the Services with all due diligence, efficiency and economy, in accordance with appropriate professional standards.

4.2. Nothing contained in this Contract shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between CGG and the Consultants or any staff of the Consultants.

4.3. All Consultants' personnel provided shall be suitably qualified, experienced and physically fit to carry out the work required of them. In the event that any are deemed to be unsuitable, the Project Manager may, notwithstanding any prior approval, so notify the Consultants in writing, giving reasons for unsuitability. On receipt of such notification, the Consultants shall without charge provide a suitably qualified and acceptable replacement for any such person with the minimum of disruption and delay to the Project in relation to which the Services are provided.

4.4. The Consultants shall not be entitled to substitute personnel unless the Contracts Manager gives written consent to such substitution. Consent to any such substitution shall not be unreasonably withheld, but shall be conditional upon the provision by the Consultants of a suitable replacement. The Contracts Manager shall be entitled to withdraw such consent, and to require the reinstatement or further replacement of any substituted personnel if, in the reasonable opinion of the Project Manager, the replacement is unsuitable.

4.5. CGG shall not be liable to meet any costs arising from the replacement of the Consultants' personnel who are engaged on the Contract.

4.6. The Consultants are responsible for all acts and omissions of persons engaged by the Consultants whether or not in the course of performing the services and for the health, safety and security of such persons and their property and the Consultant shall indemnify CGG in respect of any claim (including legal costs incurred by CGG in defending such claim) made against CGG by such persons except where the loss, damage or claim arises out of the negligence of CGG or its employees.

## **5. Financial Limit**

5.1. The Financial Limit under this Contract is stated in the Form of Contract, the components of which are set out in the Section 4-Schedule of Prices. No expenditure may be incurred in excess of this limit and no virements between budgets are permitted without the prior written authority of the Contracts Manager.

## **6. Fees**

6.1. Fees quoted for each productive day are deemed to cover the cost of salary, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in the Contract.

## **7. Payments**

7.1. Invoices should be submitted in accordance with the specific instructions set out in Clause 11 below and Section 4--Schedule of Prices.

7.2. Subject to CGG being satisfied that the Consultants are or have been carrying out their duties, obligations and responsibilities under the Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

7.3. Payment shall be made in Indian Rupees.

7.4. If for any reason CGG is dissatisfied with performance of the Contract, an appropriate sum may be withheld from any payment otherwise due. In such case CGG 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.

7.5. Should CGG determine after paying for a particular service that the service has not been completed satisfactorily, CGG 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.

7.6. In the event that any advance payment made is in excess of the expenditure actually incurred, CGG shall recover the amount of such excess from any further payments due.

## **8. Payment to Sub-Contractors**

8.1. In the event that the Consultants let a sub-contract with a supplier or contractor, such sub-contract shall include the requirement that payments due to be made to the sub-contractor shall be paid within a period not exceeding 30 days of receipt of a valid invoice as defined in the sub-contract.

## **9. Corrupt Gifts and Payments of Commission**

9.1. The Consultants warrant and represent to CGG that the Consultants have not:

- offered to give or agreed to give to any person 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 the Contract or for showing or forbearing to show favour or disfavour to any person in relation to the Contract;
- entered into the Contract in connection with which commission has been paid or agreed to be paid by the Consultants or on their behalf, or to their knowledge, unless before the Contract was made, particulars of any such commission and of the terms and conditions of any agreement for the payment thereof were disclosed in writing to the Contracts Manager.

## 9.2. Any:

- breach by the Consultants of the warranty and representation contained in Clause 9.1.; or
- commission of any offence by the Consultants under the Prevention of Corruption Acts in relation to this Contract shall entitle CGG to terminate the Contract and recover from the Consultants the amount of any loss resulting from such termination and/or to recover from the Consultants the amount or value of any such gift, consideration or commission.

9.3. In Clause 9.2., references to the Consultants include anyone employed by them or acting on their behalf (whether with or without their knowledge).

## 10. Commissions and Discounts

10.1. The Consultants shall not accept for their own benefit any trade commission, discount or similar payment or benefit (including, but not limited to air flights or other benefits obtained from travelling as passengers on particular airlines), in connection with the Contract. In addition, the Consultants shall use their best endeavour to ensure that neither their subcontractors, nor the personnel or agents of either the Consultants or subcontractors shall receive any such additional remuneration or benefit. Any such discounts, commissions, payments or benefits shall be passed on to CGG immediately.

## 11. Invoicing Instructions

11.1. Invoices for work undertaken by Consultants in respect of the Services must be presented in duplicate. Invoices should be presented monthly in arrears.

11.2. Invoices should bear the Contract reference, be numbered sequentially and dated, and marked "For the attention of the Contracts Manager." The final invoice presented in connection with the contract should be endorsed "Final Invoice".

11.3. All invoices should contain details of expenditure actually incurred by the Consultants in the previous accounting period. Expenditure should be itemised in accordance with the Schedule of Prices at Section 5 of this Contract. Claims in respect of fees should specify the name, grade or designation, fee rate and hours/dates of periods worked for each fee.

11.4. CGG reserves the right to request proof of payment in respect of any reimbursable item and shall be entitled to refuse to meet a claim if this cannot be provided.

11.5. All invoices should be endorsed as follows: "We 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."

11.6. All invoices should be signed by the Project Leader or other authorised representative of the Consultants.

11.7. 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.

## 12. Indemnity

12.1. The Consultants shall exercise reasonable skill, care and diligence in the performance of the Contract and indemnify and keep indemnified CGG in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the Consultants or the Consultants' servants, agents or sub-contractors in relation to the performance or otherwise of the Services to be provided under this Contract.

### **13. Assigning to Others**

13.1. The Consultants shall not, without the prior written consent of CGG, assign or transfer or cause to be assigned or transferred, whether actually or as the result of take over, merger or other change of identity or character of the Consultants, any of its rights or obligations under the Contract or any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by CGG.

### **14. Termination**

14.1. Either party may terminate the contract summarily by giving one month's written notice to the other party or one month salary in lieu of Notice. In the event of the Contract being so terminated, the Consultants shall take such steps as are necessary to bring the Services to an end, (including terminating any sub-contracts placed by the Consultants) in a cost effective, timely and orderly manner.

14.2. Should the Services or any portion thereof not be carried out to the satisfaction of CGG as notified under Clause 7.4. or within the time or times specified in or under the Contract, CGG may, without prejudice to any other remedies, by notice in writing to the Consultants terminate the Contract either in respect of the Services which have not been carried out in accordance with the Contract at the time of such termination or in respect of all the Services to which the Contract relates other than those carried out in accordance with the Contract before that time. In such case, the Consultants shall not be entitled under the Contract to payment of any amount by way of compensation.

14.3. The Contract may be terminated by CGG by notice in writing to the Consultants if at any time the Consultants either directly or through their servants or agents or sub-contractors commit any breach of their obligations hereunder or being an individual or, where the Consultants are a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order or administration order made against them or shall make any composition or arrangement with or for the benefit of their creditors or shall make any conveyance or assignment for the benefit of their creditors or if the Consultants being a company, an order is made, or a resolution is passed, for the winding up of the Consultants, otherwise than a member's voluntary winding up for the purpose of amalgamation or reconstruction (subject to the prior approval of CGG) or a receiver or administrator is appointed of the whole or any part of the undertaking of the Consultants, CGG may forthwith terminate the Contract.

### **15. Force Majeure**

15.1. If the performance of the Contract by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war, civil commotion, fire, flood, action by any government or any event beyond the reasonable control of the party affected, then the party so affected shall promptly notify the other party in writing specifying the nature of the force majeure and of the anticipated delay in the performance of the Contract and as from the date of that notification CGG may at its discretion either terminate the Contract forthwith or suspend the performance of the Contract for a period not exceeding 6 months. If at the expiry of such period of suspension any of the reasons for the suspension still remain, CGG and the Consultants may either agree a further period of suspension or treat the Contract as terminated. In the event of the Contract being terminated by reason of force majeure, the Consultants shall take such steps as are necessary to bring the Services to an end, (including terminating any sub-contracts placed by the Consultants) in a cost effective, timely and orderly manner. The Consultants shall submit an account in writing which shall state the amount claimed taking into account all fees and costs properly incurred or committed by the Consultants in relation to the Contract or its termination which cannot be recovered. Always provided that payments are within the Financial Limit and not subject to dispute, CGG shall:

pay all fees, expenses and other sums due and outstanding under the terms of this Contract up to and including the date of termination ("the Relevant Date"); and reimburse all reasonable expenses necessarily incurred by the Consultants after the Relevant Date in winding up the Contract.

## **16. Disclosure of Information, Intellectual Property Rights and Official Secrets Act**

16.1. The Consultants shall not during or after the termination of the Contract disclose to any third party any Confidential Information arising from the Contract (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission of CGG. For the purposes of this Clause 16, "Confidential information" shall mean information relating to proprietary, technological, economic, legal, administrative, business and technical matters of CGG and/or the Government of Andhra Pradesh and/or Recipient including, but not limited to, information disclosed orally, documents, drawings, diagrams, models, programs, computer data or any part or copy of such information. The Consultants shall not use any information in a way which would cause embarrassment to CGG or to the Government of Andhra Pradesh or to the Recipient.

16.2. Any publication shall contain an express acknowledgement of the Consultants' copyright and the following statement:

"This document is an output from a project funded by the Centre for Good Governance (CGG), India for the benefit of developing countries. The views expressed are not necessarily those of CGG."

16.3. Consultants shall within 10 days of the date of publication supply CGG with as many copies of any publication as CGG may reasonably request.

16.4. Subject always to the provisions of Clause 16.1 above:

- a) Where the Consultants are contracted by CGG to supply Services to a Recipient, the originals of any reports should be addressed to that Recipient. Such reports and any other document or materials prepared or inventions or information produced as a result of the performance of the Services and all intellectual property rights therein, unless otherwise specifically stated in the Contract, shall be and shall remain the property of the Consultants.
- b) Where the Consultants are contracted to supply Services directly to CGG all reports should be addressed directly to the Project Manager. All intellectual property rights in such reports and any other documentation or materials prepared or inventions or information produced as a result of the performance of the Services shall be and shall remain the property of the Consultants.
- c) The Consultants hereby grant to CGG a worldwide non-exclusive irrevocable royalty free license to use the reports and any other documentation or materials and any intellectual property rights therein as described in Sub Clauses 16.1. and 16.2. "Use" in this clause shall mean the use, reproduction, publication and transfer of or other dealing with the reports, other documentation, materials and the intellectual property rights therein, including the production and sale of products incorporating the same for use by any person or for sale or other dealing anywhere in the world. CGG shall be entitled to sub-license the intellectual property rights referred to in this clause to any person or entity (including, but not limited to the Recipient), on any terms which CGG thinks fit.

16.5. When the Services are supplied directly to CGG, the Consultants shall take all reasonable steps to ensure that personnel engaged on the Services have notice that the provisions of the Official Secrets Acts apply to them and will continue to apply after completion or earlier termination of the Contract.

## **17. Audit**

17.1. The Consultants shall keep accurate and systematic accounts and records in respect of the Services provided in such form and detail as will clearly identify all relevant time charges in respect of fees and all relevant costs in respect of reimbursable expenditure invoiced in accordance with Clause 11.4. ("Invoicing Instructions").

17.2. CGG or its representatives or auditors shall, on giving reasonable notice to the Consultants, have the right at any time to visit the Consultants' offices to audit the Accounts and Records and to require the Consultants to produce such oral or written explanations of the Accounts and Records as it considers necessary.

17.3. The Consultants shall make available to the persons carrying out an audit under Sub Clause 17.2. all Accounts and Records held by the Consultants, or otherwise within the control of the Consultants, whether held on computer or in document or any other form, and, make such copies of the Accounts and Records as these persons may reasonably require and shall give them the necessary facilities for verifying the accuracy of the Accounts and Records made available.

17.4. The Consultants shall ensure that any sub-contract entered into pursuant to this Contract shall contain provisions identical to those set out in this Clause 17, and that any sub-contractor to the Consultants complies with such provisions.

17.5. In the event that the results of an audit undertaken pursuant to Clause 17 demonstrate that the Consultants have claimed any sums in respect of fees or reimbursable expenses in excess of their entitlement under the terms of this Contract, the Consultants shall within 28 days of a written demand by CGG reimburse CGG in full in respect of any such overpayment.

## **18. Settlement of Disputes**

18.1. Should the Consultants and CGG be unable to reach agreement on the meaning or interpretation of any of the terms set out hereto or any other matters arising out of the Contract, the matter in dispute shall be referred to an arbitrator to be agreed between the parties, and the decision of the arbitrator shall be final and binding on both parties. The place of arbitration shall be Hyderabad.

## **19. Evaluation**

19.1. CGG may undertake post-project evaluation of the impact and cost-effectiveness of projects or programmes which it funds. The Consultants shall, if required, give CGG or its representatives reasonable access to records held by the Consultants in connection with the Contract and shall give all reasonable cooperation to the evaluators appointed by CGG.

## **20. Conflict of Interest**

20.1. Neither the Consultants and their personnel, nor any sub-contractors and their personnel shall engage in any personal, business or professional activities, either during the course of or after the termination of this Contract, which conflict with or could potentially conflict with the Services.

20.2. The Consultant shall notify CGG immediately of any such activities or circumstances which give rise to or could potentially give rise to a conflict with the Services and shall advise CGG how they intend to avoid such a conflict arising.

20.3. In the event of a conflict as described in Sub Clause 20.1. above arising during the course of this Contract, CGG reserves the right to terminate the Contract on giving written notice to the Consultants. In the event of such termination the provisions of Clause 14 shall apply.

### Section 3

#### Terms of Reference

The consultants shall.....

***(TO BE COMPLETED BY THE CONTRACTS MANAGER FOLLOWING DISCUSSION WITH THE Resource Group Director)***

### Section 4

#### Schedule of Prices

Contract For: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Contract Number: CGGXXX

Item	Details	Basis	Amount (Rs.)
Professional fees			
Reimbursable expenses			
TOTAL			

## 4. Format for Issuing Amendments

**Model Amendment**

**CGG's Address**

**Change names and addresses as required**

**Name and address of company**

### **Sub. Amendment to Contract Terms**

With reference to the above-mentioned contract dated -----, whereby you were engaged to carry out the terms of reference of the contract, please note amendments in paragraph \_\_\_\_ of the contract.

The Amendment relates to **XXXXXXXXXXXXXXXXXX**, which with this amendment should be read as following: **(ILLUSTRATIVE ONLY)**

### **Commencement of the Services**

This Contract will remain in effect from ----- and expire on ----- unless terminated earlier in accordance with the provisions of the Contract.

Please note that this amendment to the contract is with no cost escalation.

All other terms and conditions remain the same.

**Please confirm in writing that you acknowledge the above amendments set out herein by signing and returning one copy of this letter to the Contracts Manager, CGG.**

## 5. Application for Availing Special Medical Benefit

Date:

Sir/ Madam,

I, Mr. /Ms/Mrs. \_\_\_\_\_

Designation \_\_\_\_\_, have incurred an expenditure of

Rs (in numbers) i.e \_\_\_\_\_ (in words)

towards medical expenses for \_\_\_\_\_.

Kindly reimburse me the above amount as per CGG rules for the year.

Original copies of medical bills duly signed by the Doctor and prescriptions are enclosed herewith.

Signature of Employee / Consultant

Manager (Admin &HR)

DG & ED

## 6. LTA ADVANCE REQUEST FORM

Date \_\_\_\_\_

1. Name of the Employee / Consultant:

\_\_\_\_\_

2. Designation:

\_\_\_\_\_

3. Specific purpose of travel:

\_\_\_\_\_  
\_\_\_\_\_

4. Date of joining: \_\_\_\_\_

5. Date of last LTA availed: \_\_\_\_\_

6. Date of departure \_\_\_\_\_ Expected date of return \_\_\_\_\_

7. Place (s) of Travel \_\_\_\_\_

8. Advance tour programme approved by \_\_\_\_\_

9. Travel and expenditure details:

Sl. No.	Details	No. of Days	Amount	Total Amount
1.	Air/Train/Bus Fare			
2.	Transfers			
3.	Local Travel			
4.	Others			
	Total			

10. 80% of estimated expenditure as advance \_\_\_\_\_

### **Approval of Tour & Advance**

Signature of Employee / Consultant

Manager (Adm. & HR)

## 7. LTA CLAIM SHEET

Name:	
Designation:	
Date of Joining:	
Place of Visit:	
Purpose:	
Date of Departure:	
Date of Arrival:	
Details of Expenditure	Amount
1. Travel	
(Original tickets/ boarding passes/ bills to be produced)	
Rail/bus/air fare	
Transfers (TAXI /AUTO)	
Local Travel (TAXI/ AUTO)	
Total Claim	
Advance taken	
Amount to be returned/ deposited	

Employee Signature

Internal Auditor / M (Admin & HR) / M (C)

**8. MATERNITY/FAMILY PLANNING  
LEAVE REQUEST FORM**

Date of Request: \_\_\_\_\_

1. Name of the Employee: \_\_\_\_\_

2. Designation: \_\_\_\_\_

3. Type of Leave: SL/ML/FPL

4. Specific Purpose of Leave:

Dates of leave from \_\_\_\_\_ to

5. Address for Contact in the leave period:

Signature of Employee

**Enclosures/support documents:**

---

6. Details:

Total Eligible: Leaves Taken

So Far: Balance:

Leave Applied Now:

Balance after sanction (if permitted)

Manager (Admin &HR)

DG & ED