



MANAGING DIRECTOR



**CHENNAI METROPOLITAN WATER SUPPLY
AND SEWERAGE BOARD**



Letter No: CMWSSB/SE(Desal)/400 MLD Plant/PMC-53/2021

Dt: 02.11.2021

To

M/s. SMEC International Pty Limited, Australia in consortium
with M/s. NJS Engineers India Pvt Ltd., Pune,
M/s. Tata Consulting Engineers Ltd., Mumbai,
M/s. SMEC India Pvt. Ltd, Haryana
1st Floor, Novus Tower, West Wing
Plot Number – 18, Sector – 18
Gurgaon – 122015, Haryana.

Sir,

Sub: CMWSSB- SE (Desal) – Project for Construction of Chennai Sea Water Desalination Plant (I) - Setting up of 400 MLD SWRO Desalination Plant at Perur & its allied works - Consultancy for Design, Preparation of Bid Documents & Evaluation of Bids for the Proposed Construction of 400 MLD Capacity Seawater Reverse Osmosis Desalination Plant at Perur along East Coast Road, South of Chennai, Tamil Nadu and Construction Management & Supervision for the proposed Desalination Plant and its Product water Conveyance Pipeline from the Plant and upto Porur and all allied works - Project Management Consultant (PMC) services – Daily attendance and weekly progress report requested - Reg.

- Ref: 1. W.O No.CMWSSB/CNT/CON/DESAL/ICB/Gol/016/2018-19, dated 06.11.2019.
2. Contract agreement with CMWSSB, dated 09.01.2020.
3. Mail dated 17.09.2021 to PMC.
4. Mail dated 17.09.2021 from PMC.
5. Lr. No.SSNT PMC 400 MLD / CMWSSB / 5061185/417, dated 28.09.2021

Kind attention is invited to the above subject.

CMWSSB requested PMC to submit the daily staff attendance and work progress of the individual on weekly basis in order to ascertain the bill and to avoid post verification of availability of staff and progress update, with reference to 3rd cited. In this regard, the PMC stated all attendance and reports are maintained on daily basis and will be submitted at the beginning of every month for the preceding month vide reference 4th cited.

In view of the above, CMWSSB reminded PMC and raised the need for the daily records to avoid audit queries and the project involves huge cost which is an external aided project under the control of Gol, GoTN and external agencies.

In this regard, the PMC in the letter vide reference 5th cited stated that "as per GCC 3.7.1 and Appendix B of Contract Agreement, is on monthly basis. The PMC submits every month, the Statement of Time (Daily attendance) and Personnel Inputs Summary of its staff as per Annexure 5 and Annexure 6 respectively in the Monthly Progress Report, which is the requirement as per the Contract Agreement and as per the general protocol followed in similar assignment. Apart

from this, the daily attendance sheet of all the staff also been attaching along with the monthly invoice to CMWSSB". Also, the PMC requested CMWSSB not to insist for the submission of the attendance of each day on daily basis before 12.00 Noon.

In this regard, CMWSSB after careful examination of the contract agreement, JICA's Guidelines (Standard Request for Proposal under Japanese ODA Loans – Consultants) and the applicable laws of Government of India, the following reference points are highlighted to pay attention;

S.No.	Description	Reference
1.	In time-based Contracts the Consultant provides Services on a timed basis, and the Consultant's remuneration is based on (i) agreed upon unit rates for the Consultant staff multiplied by the actual time spent by the staff in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of Contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.	JICA's Guidelines – Pg - 129 & Manual of Policies and Procedure of Employment of Consultants, Gol, Ministry of Finance Department of Expenditure – 2006, Pg-21
2.	Law Applicable to Services: The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.	Contract agreement, clause 3.1.2, Pg-023
3.	Liability of the Consultant (e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 3.1.1 provided	Contract agreement, Pg-025
4.	Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client as the case may be.	Contract agreement, clause 3.6, Pg-026
5.	Remuneration and Reimbursable Expenses: The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing the Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.	JICA's Guidelines – clause 6.2, Pg -129 & Contract agreement, clause 6.2, Pg-032

S.No.	Description	Reference
6.	Appendix B – Reporting Requirements *5: Quality and Quantity Control Report can be compiled as a part of the Monthly Progress Report	Contract agreement, Work order, Pg-089
7.	Expert Schedule: <ol style="list-style-type: none"> 1. For Key Experts, the input should be indicated individually for the same position as required under Clause 14.2 of the Data Sheet; for Non-Key Experts it should be indicated individually, or, if appropriate, by category (e.g. economists, financial analysts, etc.). 2. Months are counted from the start of the assignment. For each Expert indicate separately the input for home and field work. 3. One (1) month equals twenty two (22) working days. One (1) working day shall be not less than eight (8) hours. National holidays and holidays are locally recognized days as per the CMWSSB observed holidays. 4. Field work means work carried out at a place other than the Expert's home office; i.e. normal place of business. 	Contract agreement, Pg-094

From the above clause and reference, the PMC need to understand the importance of details requested by CMWSSB and also any data or details pertaining to this project is an asset of CMWSSB. In time based contract, justification on daily basis is the responsibility of the consultant and CMWSSB requests only the relevant data actually required for this project within the scope of the PMC work for the purpose of billing, to keep documenting and to protect CMWSSB, PMC & Project from Government Audits and other agencies. Also unit rate is directly linked to the day attendance which needs to be justified on daily basis and even one day fault payment may lead to lose to CMWSS Board.

Hence, it is insisted to submit the daily attendance of all staffs and weekly progress report of individual & overall with immediate effect so as to justify on daily basis since it is directly linked to the payment process. CMWSSB requests PMC not to delay or deny further in submitting the required documents for processing the future bills.


 02/11/2021
 for MANAGING DIRECTOR