



ABSTRACT

NABARD – Engaging consultancy services for setting up of a “NABARD Project Monitoring Unit” in Finance Department to actively follow up proposals pending with NABARD, monitor the implementation of sanctioned projects on the field & expedite the disbursement of funds, with the objective of effective implementation of NABARD projects by providing exemption under section 16 (bb) of Tamil Nadu Transparency in Tenders Act (2nd Amendment Act) 2018 - Administrative Sanction - Orders - Issued.

Finance(Resoures-II)Department

G.O.(Ms.)No.213

Dated: 14.07.2022
Subakeeruthu, Aani-30,
Thiruvalluvar Andu- 2053

Read:

1. From the Senior Vice President/General Manager, NABARD Consultancy Services Pvt. Ltd, Letter Ref.No.NB.TN.NABCONS/98/TN FD/2021-22, dated 18.04.2022.
2. G.O.(Ms.)No.212 Finance (Res-II) Department, Dated: 14.07.2022.

ORDER:

The Government have proposed to engage the Consultancy Services of the NABARD Consultancy Services Pvt. Ltd., by according exemption under section 16 (bb) of Tamil Nadu Transparency in Tenders Act (2nd Amendment Act), 2018 for establishing a “NABARD Project Monitoring Unit” in Finance Department to actively follow up proposals pending with NABARD, monitor the implementation of sanctioned projects on the field & expedite the disbursement of funds, with the objective of effective implementation of NABARD projects.

2. In the reference first cited, the NABARD Consultancy Services Pvt. Ltd (NABCONS), has conveyed expression of interest with certain terms and conditions indicated therein.

3. In the reference second cited, ratification has been accorded for having constituted a committee under section 16 (bb) of Tamil Nadu Transparency in Tenders Act, 1998 for its recommendations to engage of a consultant and also accept the recommendation of the said committee to engage NABARD Consultancy Services Pvt. Ltd (NABCONS) as “Consultants” for setting up of a “NABARD Project Monitoring Unit” in Finance Department to actively follow up

proposals pending with NABARD, monitor the implementation of sanctioned projects on the field & expedite the disbursement of funds, with the objective of effective implementation of NABARD projects.

4. The terms and conditions and scope of services for setting up and establishing a "NABARD Project Monitoring Unit" in the Finance Department indicated in the reference first cited are given below.

- i. Establish a NABARD Project Monitoring Unit at the Finance Department with 3 member team consisting of 2 Senior level consultants and 1 Junior level consultant.
- ii. The roles and responsibilities of the Monitoring Unit as follows:-
 - a. Review the Physical and Financial progress of Projects undertaken with NABARD assistance including coordination from Departments, implementing agencies and through field visits.
 - b. Collect Information from the Department and analyze the reasons for slow or no progress in implementation.
 - c. Coordinate with Departments to ensure early submission of claims to the Finance Department.
 - d. Follow-up with NABARD to ensure early disbursement of claims.
 - e. Track the loan repayments and interest payment schedules of all loans received from NABARD.
 - f. Prepare periodical reports for the consideration of the department on the above mentioned items and other subjects as given to the unit from time to time.
 - g. Conduct Research and Present Data Analysis on the above mentioned items for the considerations of the department.
 - h. Any other work as may be given from time to time.
- iii. The Project Management Unit shall be under the direct supervision and control of the Finance Department and shall be responsible for timely completion of all tasks assigned to it.
- iv. The consultants shall be placed within one month of contract and the period of contract is 12 months from the time of placing the consultants at Finance Department.
- v. The consultancy fees shall be paid in instalments as per following schedule:
 - a. Monthly Rs.5,46,000/- + applicable GST (Presently 18%) shall be paid on last working day of every month.(for one year Rs.65.52 lakh + applicable GST).
 - b. Tour expenses, local conveyance as per the TA/DA policy of the Government applicable on Non-AIS officers.
- vi. The General Manager, NABCONS has mentioned other terms and conditions as follows:-

- a. The work on the assignments would commence after the receipt of installment of fee (date of realization of Cheque/Demand Draft).
- b. The payment may be made by Demand Draft drawn in favour of NABARD consultancy services Private Limited or directly crediting in the account of NABARD Consultancy service private limited.
- c. The fee paid for the assignment will not be refunded at any point of time under any circumstances.
- d. Goods and Service Tax would have to be paid as per the applicable rates as decided by Government of India at the time of payment of each instalment of fee.
- e. This offer is valid for a period of 3 months.
- f. NABCONS would have the option of charging penal interest @ 1% per month for the period of delay in the payment.
- g. Force Majeure - "Neither party shall be liable for damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government Restrictions (including the denial or cancellation of any export or other necessary license), Wars, Insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected".

5. In this connection, it has been decided to include the following additional conditions in the consultancy agreement.

- a. The scope of the Team shall not just be restricted to NABARD, but to all loans received from financial institutions such as Small Industrial Development Bank (SIDBI), National Bank for Financing Infrastructure and Development (NabFID), National Dairy Development Board's (NDDB), Housing and Urban Development Corporation Ltd (HUDCO), National Cooperative Development Corporation - (NCDC), National Scheduled Castes Finance and Development Corporation (NAFDC) etc.
- b. The Team shall be responsible for assisting the Government in filling up the necessary forms and procedure required to avail such loans.
- c. The Team shall also liaison with such agencies to follow up on the applications of loans or disbursements that are sent by the Government.
- d. This contract does not grant any right of employment or recruitment to the consultants.
- e. The contract will be for a period of one year initially, and may be renewed subsequently.

- f. Can be terminated by the department if the performance is found dissatisfactory at a notice of 30 days.
- g. The Team shall work from the location identified by the Finance Department and shall report to the department as and when called upon.
- h. The Team shall report to the Deputy Secretary to Government (Budget), Finance Department.
- i. The penal interest clause is not acceptable.
- j. No fees will be admissible for late working hours or local conveyance.
- k. Tour expenses will be reimbursed as per the TA/DA policy of the Government applicable to Non-AIS officers.

6. The Government, after careful examination and based on the recommendation of the Committee, accept the proposal of the NABARD Consultancy Services Pvt. Ltd (NABCONS) and accordingly, appoint NABARD Consultancy Services Pvt. Ltd (NABCONS), to render consultancy services for setting up and establishing a "NABARD Project Monitoring Unit" in Finance Department to actively follow up proposals pending with NABARD, monitor the implementation of sanctioned projects on the field & expedite the disbursement of funds, with the objective of effective implementation of NABARD projects etc., by according exemption under section 16 (bb) of the Tamil Nadu Transparency in Tenders (2nd Amendment Act) 2018 initially for a period of one year and sanction consultancy fees of Rs.65.52 lakh + GST for one year period from the date of establishing a said " NABARD Project Monitoring Unit" in Finance Department.

(BY THE ORDER OF THE GOVERNOR)

**N.MURUGANANDAM
ADDITIONAL CHIEF SECRETARY TO GOVERNMENT**

To
The Senior Vice President / General Manager,
NABARD Consultancy Services Pvt. Ltd, Chennai- 034.
The Prl., Accountant General(A&E)/Audit-I), Chennai-18,
The Finance(Salaries)Department, Chennai -09

Copy to:-

The Spl.PA to Hon'ble Minister for Finance & HRM, Chennai - 09,
The Sr. PPS to ACS, Finance Department, Chennai - 09
The PPS to Secretary to Government (Expenditure), Finance Department, (FAC)
and MSME Department, Secretariat, Chennai 9.
The PS to Additional Secretary to Government, Finance Department,
Secretariat, Chennai -09
✓The APC and Secretary to Government,
Agriculture and Farmers Welfare Department, Secretariat, Chennai-9.
The Registrar, Anna University, Chennai-25

The Finance(OP-I,II,III,OPM/Public/Bills),Department, Chennai - 09
The Chief Engineer, NABARD-Rural Roads, Chennai-25
The Director, Evaluation & Applied Research Department, Chennai - 108.

//FORWARDED / BY ORDER//


15/07/22
SECTION OFFICER