

RECRUITMENT OF CONSULTING FIRM
FOR
PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT
(PDMC)
FOR
ATAL MISSION FOR REJUVENATION AND URBAN
TRANSFORMATION **(AMRUT)**
**TOWNS- GUWAHATI, DIBRUGARH, SILCHAR & NAGAON,
ASSAM**

REQUEST FOR PROPOSAL

RFP NOTICE ISSUED ON	<i>27th October 2016</i>
RFP ISSUED FOR THE TOWNS	<i>DIBRUGARH, GUWAHATI, NAGAON & SILCHAR</i>
EMPLOYER	<i>URBAN DEVELOPMENT DEPARTMENT, GOVERNMENT OF ASSAM</i>
REPRESENTED BY	MISSION DIRECTOR, AMRUT, ASSAM & DIRECTOR, TOWN & COUNTRY PLANNING, URBAN DEVELOPMENT DEPARTMENT, GOVT. OF ASSAM ADDRESS OFFICE OF THE DIRECTOR, TOWN & COUNTRY PLANNING, DISPUR, GUWAHATI-781006

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Project Name: ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT)

Name Of The Ministry/ Department: URBAN DEVELOPMENT DEPARTMENT, GOVERNMENT OF ASSAM

Title Of Consulting Services: PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT FOR ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT) for DIBRUGARH, GUWAHATI, NAGAON & SILCHAR TOWN OF ASSAM

SECTION 1: RFP NOTICE

State Mission Director, AMRUT
Department of Urban Development
Government of Assam (GoA)
Dispur, Guwahati-781006

No. TP/UP/AMRUT/22016/140,

Dated Dispur, 27th October'2016

INVITATION FOR CONSULTING SERVICES

Recruitment of Consulting Firm for PROJECT DEVELOPMENT& MANAGEMENT CONSULTANT (PDMC) for ATAL MISSION for REJUVENATION and URBAN TRANSFORMATION (AMRUT) including Project Management of other Notified Schemes in Project Area

Request for Proposal

The Mission Director, AMRUT, Govt. of Assam intends to appoint Project Development & Management Consultant (PDMC) for execution of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) including Project Management of other Notified Schemes in Project Areas. The PDMC shall support ULBs in development and implementation of projects including preparation of Detailed Project Reports, Supervision and Quality Control, Contract Management, etc. The method of selection shall be Quality cum Cost Based Selection (QCBS) in 70:30 ratio.

The recruitment of PDMC shall be for the following ULBs: Guwahati, Silchar, Dibrugarh & Nagaon

Mission Director, Govt. of Assam invites proposals for Selection of Consulting Firm for Project Development & Management Consultant (PDMC) for AMRUT for each of the identified Towns. Interested Firms / organizations may provide information demonstrating that they have the required qualification and relevant experience to perform the relevant tasks. Detailed RFP document may be downloaded from official /departmental website www.tcpassam.gov.in from 27th October, 2016. No hard copy will be issued from the office of the undersigned. RFP along with the non-refundable Bid Processing fee of Rs. 10,000.00 (Indian Rupees Ten thousand only) in the form of Demand Draft drawn in favour of the Mission Director, AMRUT, Assam, payable at Guwahati and earnest money of Rs.1,00,000.00 (Rupees One Lakh only), in the form of DD/FDR drawn / duly pledged in favour of the Mission Director, AMRUT, Assam, payable at Guwahati with validity period of 180 days, will be received by the undersigned up to 11:00 hours on 01/12/2016 and will be opened on the same date and hour in presence of intending Consulting Firms / Organizations or their authorized agents. If the office happens to be closed on the date of receipt of the RFP, the RFP will be received and opened at the same place and time on the next working day of the office. Modifications/Amendments/Corrigendum, if any based on Pre-Proposal meeting, shall not be advertised in the newspaper but shall be published in the Departmental website only. The undersigned reserves the right to change the terms and conditions, select/reject any application without assigning any reason thereof.

Sd/-

**Mission Director, AMRUT
Govt. of Assam**

Dated Dispur, 27th October'2016

Memo No. TP/UP/AMRUT/22016/140-A,

Copy to :-

1. The Director, Directorate of Public Relation & Information, Govt. of Assam, Lastgate, Dispur, Guwahati-06. He is requested to publish the advertisement in 3 (three) Regional and National Dailies with at least one vernacular language.

**Mission Director, AMRUT
Govt. of Assam**

Section 2

Instructions to Consultants

Part I

Standard

1. Definitions

- (a) **“Employer”** means the Department who have invited the bids for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) **“Consultant”** means any entity or person or associations of person that may provide or provides the Services to the Employer under the Contract.
- (c) **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) **“Project specific information”** means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) **“Day”** means calendar day.
- (f) **“Government”** means the government of India
- (g) **“Instructions to Consultants”** (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- (h) **“LOI”** (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
- (i) **“Personnel”** means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; **“Foreign Personnel”** means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; **“Domestic Personnel”** means such professionals and support staff who at the time of being so provided had their domicile in India.
- (j) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- (k) **“RFP”** means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (l) **“SRFP”** means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (n) **“Assignment / job”** means the work to be performed by the Consultant pursuant to the Contract.
- (o) **“Sub-Consultant”** means any person or entity with which the Consultant subcontracts any part of the Assignment/job.
- (p) **“Terms of Reference”** (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The Employer named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) to provide consultancy services in each of the identified towns from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.

- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals have been given in Part II Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and Local conditions, Consultants are encouraged to meet the Employer's representative named in part II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Eligibility of Association of Consultants and Sub-Consultants

- 3.1. In order to enhance their technical and financial capability, maximum of three consultants can form an association in the form of a Consortium. If the lead member of the consortium fails to meet the eligibility criteria on its own, the combined strength of the consortium members will be taken into account for eligibility and marking purposes and will be shortlisted for technical evaluation stage.
- 3.2. A consultant may associate with consultants and /or individual expert at the time of submission of proposal with. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. **The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose.** However, the Employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

4. Clarification and Amendment of RFP Documents

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 4.2 below.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all the amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities: (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting Assignment/job; (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Employer in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.**

Conflicting relationships (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

- 5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.
- 5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

- 6.1 If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

- 7.1 Consultants may submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. Proposal Validity

- 8.1 The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals; under such circumstance the Employer shall not consider such proposal for further evaluation.

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate with other Consultant.
 - (b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
 - (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position mentioned.
- 9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive and liable to be summarily rejected.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-III is a sample letter of technical proposal which is to be submitted alongwith the technical proposal.
- (a) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are

similar to the proposed assignment/ job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement. Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience alongwith the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, Domestic transportation, equipment, data, etc. to be provided by the Employer (Form TECH-3 of Section 3).
 - (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
 - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5 of Section 3.
 - (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
 - (f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
 - (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.
- 9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive and liable to be summarily rejected.
- 9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part II Data sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

- 10.1 The Consultant shall fully familiarize themselves about the applicability of Domestic taxes (such as: value added or sales tax, service tax or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

11. Currency

- 11.1 Consultants shall express the price of their Assignment/job in Indian Rupees.

12. Earnest Money Deposit (EMD) and Bid Processing Fees

12.1 Earnest Money Deposit

- I. An EMD of **Rs.1,00,000.00 (Indian Rupees One Lakh only)**, in the form of DD drawn in favour of the Employer (as indicated in Data Sheet) and payable at **Guwahati**, must be submitted alongwith the Proposal.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- IV. No bank guarantee will be accepted in lieu of the earnest money deposit.
- V. The EMD of the bidders would be returned back within one month of signing of the contract.

12.2 The EMD shall be forfeited by the Employer in the following events:

- I. If Proposal is withdrawn before the validity period or any extension agreed by the consultant thereof.
- II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- III. If the consultant tries to influence the evaluation process.
- IV. If the First ranked consultant withdraws his proposal during negotiations or failure to arrive at consensus by both the parties during negotiations shall not be construed as withdrawal of proposal by the consultant.

13. Bid Processing Fees

All consultants are required to pay Rs. 10,000/- (Indian Rupees Ten Thousand Only) towards Bid Processing Fees in the form of Demand Draft drawn in favour of Employer (as indicated in Data Sheet) and payable at **Guwahati**. The Bid Processing Fee is Non-Refundable.

Please note that the Proposal, which does not include the bid processing fees, would be rejected as non-responsive.

14. Submission, Receipt, and Opening of Proposal

- 14.1 The Consultant shall provide all the information sought under this RFP. The Employer would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 14.2 The Consultant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Consultant shall submit 1 (one) copy of the Proposal, alongwith Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.
- 14.3 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 14.4 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorised signatory of the Consultant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the "Authorised Representative") as detailed below:
 - (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 - (d) by the authorised representative of the Lead Member, in case of consortium.
- 14.5 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial

- Proposals. The authorization shall be in the form of a written Power of Attorney accompanying the Proposal.
- 14.6 The Consultants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of this RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.
- 14.7 The Proposal will be sealed in an outer envelope which will bear the address of the Employer, RFP Notice number, Consultant name and the name and address of the Consultant. It shall bear on top, the following:

“Do not open, except in presence of the Authorised Person of the Employer”

- 14.8 If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Employer.
- 14.9 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked ‘**Technical Proposal**’ and the other clearly marked ‘**Financial Proposal**’. The envelope marked “**Technical Proposal**” shall contain the Application in the prescribed format along with prescribed Forms and supporting documents. The envelope marked “**Financial Proposal**” shall contain the financial proposal in the prescribed format. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed.
- 14.10 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Consultant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 14.11 The completed Proposal must be delivered on or before the specified time on last date of submission. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 14.12 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- 14.13 The rates quoted shall be firm throughout the period of performance of the assignment upto and including discharge of all obligations of the Consultant under the Agreement.

If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 14.4 The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

15. Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.
- 15.2 The employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation

process.

15.3 Evaluation of Technical Proposals:

- 15.3.1 CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 15.3.2 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation.
- 15.3.3 Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- 15.3.4 The Technical Proposal will be evaluated on the basis of Consultant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only the Consultants whose Technical Proposals score 70 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score. All the Consultants scoring equal or above 70 points in the Technical Evaluation stage will be deemed to qualify for financial bid opening stage.

15.4 Public opening & evaluation of the Financial Proposals:

- 15.4.1 Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in the Data sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.
- 15.4.2 The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.
- 15.4.3 The methods of selections are described in the Data Sheet This selected consultant will then be invited for negotiations, if considered necessary.

16. Negotiations

- 16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 16.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

- 16.3 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
- 16.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract.

17. Award of Contract

- 17.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 17.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract in Section-6, within 15 days of issuance of the Letter of Intent.
- 17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

18. Confidentiality

- 18.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

INSTRUCTIONS TO CONSULTANT

Part-II

DATA SHEET

<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>	
1.	2.2	Name of the Employer:	Mission Director, AMRUT, Assam & Director, Town and Country Planning, Government of Assam
2.	2.2	Name of the Assignment/job is:	PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT FOR ATAL MISSION FOR REJUVANATION AND URBAN TRANSFORMATION (AMRUT) FOR GUWAHATI, DIBRUGARH, NAGAON & SILCHAR TOWNS IN ASSAM
3.	2.5	A pre-proposal meeting will be held: [If yes, indicate date, time and venue]	YES Date:14/11/2016 Time:1100 hrs Venue: Office of the Director, Town and Country Planning, Govt. of Assam, Dispur, Guwahati-06
4	14.4	Date & time and address for submission of proposal/ bid:	
		Date	01/12/2016
		Time	11:00 hrs
		Address	Office of the Director, Town and Country Planning, Govt. of Assam, Dispur, Guwahati-06
5	2.5	The Employer's representative is:	Mission Director, AMRUT, Assam & Office of the Director, Town and Country Planning, Govt. of Assam
		Address:	Office of the Director, Town and Country Planning, Govt. of Assam, Dispur, Guwahati-06
		Telephone:	0361-2261540
		Facsimile:	0361-2261540
		E-mail:	directortcpassam@gmail.com
6	2.6	The Employer will provide the following inputs and facilities:	Working Space shall have to be arranged by selected consultant at respective location and project sites.

7		The Employer envisages the need for continuity for downstream work:	No
8	8.1	Proposal Validity:	180 days
9.	4.1	Clarifications may be requested not later than ..	11: 00 Hrs on 14/11/2016
		The address for requesting clarifications is:	Office of the Director, Town and Country Planning, Govt. of Assam, Dispur, Guwahati-06
		Facsimile:	0361-2261540
		E-mail:	directortcpassam@gmail.com
10.	9.3 (a)		Name of Sub Consultant (if proposed) shall also be mentioned along with technical details
11.	9.3 (b)	The estimated number of Professional staff-months required for the Assignment/job is:	As per FORM TECH 5 for team composition and Task Assignment/ Jobs
12	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section 4). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
13.	9.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech 1: Letter of Proposal submission	Maximum of 2 Pages
		Form Tech 2 : Consultant's organization & experience	
		Form Tech 3 : Comments & suggestions on TOR	Maximum of 2 Pages
		Form Tech 4 : Approach & methodology	Maximum of 20 pages including charts and diagrams
		Form Tech 5 : Team composition	
		Form Tech 6 : Curriculum vitae	Maximum of 5 Pages for each CV
		Form Tech 7 : Staffing Schedule	
		Form Tech 8 : Work Schedule	
		Form Tech 9: Comment /	Maximum of 2 Pages

		modification suggested on draft contract.	
		Form Tech 10: Information regarding any conflicting activities and declaration thereof.	Maximum of 1 Page
14.		Training is a specific component of this Assignment/job	NO
15.	11.1	Consultant to state the cost in:	Indian Rupees
16.	14.3	Consultant must submit the original and 1 (One) copy of the Technical Proposal, and the original of the Financial Proposal.	
17.	15.4	Evaluation Criteria : Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	Detailed evaluation
18.	15.4	Method of Selection	Quality cum Cost Based Selection (QCBS) Weightage–70:30

PART – III

PROCEDURE FOR DETAILED EVALUATION OF TECHNICAL QUALIFICATIONS

For eligibility, the Consultant shall have at least:

1. The Consultant (in case of single business entity) / in case of Consortium, all members together should have a minimum average annual turnover as professional fees of Indian **Rs. 2.5 Crores (Two Crores Fifty Lakhs)** only during the last three (3) financial years; For clarity purpose, in case of a consortium, the lead member must have a minimum of Rs 1 Crore as the average annual turnover in the last three years. The years in consideration are 2013-14, 2014-15 and 2015-16.
2. Should have Experience in at least 2 (Two) similar assignments (Project Management Consultancy/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for similar assignments), whether completed or on-going, at government levels (Central/ State/ Municipal) during the last 10 Years.

The “Similar Assignment” would deemed to include City Development projects, Township development project, Urban sector projects, Housing for All programs, other infrastructure sectors and other area specific infrastructure development assignments of value Rs. 10.00 Cr, whether completed or on-going.

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

i)	Specific experience of the consultant firm relevant to the assignment / job	30 marks
	Sub criteria	
a	Experience as Project Management Consultant/ Design and /or Supervision consultant in infrastructure sector whether ongoing or completed involving Water Supply and Sewerage sector issues with value of project of at least Rs 25 Crore. (2 marks per project subject to maximum 8 marks)	8 marks
b	Experience as project management consultant/ Design and /or Supervision consultant in infrastructure sector whether ongoing or completed involving Road and Drainage sector issues with value of project of at least Rs 25 Crore. (2marks per project subject to maximum 8 marks)	8 marks
c	Experience as PPP consultant/ Transaction Advisor in infrastructure development sector whether ongoing or completed with value of project of at least Rs10 Crore. (2marks per project subject to maximum 6 marks)	6 Marks
d	Experience as project management consultant/ Design and/or Supervision consultant in urban transportation sector whether ongoing or completed with value of project of at least Rs10 Crore. (2 marks per project subject to maximum 4 marks)	4 marks
e	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, DPRs, TEFRs, City Sanitation Plans, City Housing Programmes, Baseline Assessments, Financial Assessments, City Investment Plan,	4 marks

	Vision documents, City Business plans, Non-revenue water study). (2 marks per project subject to maximum 4 marks)	
ii)	Proposed methodology and work plan in response to the terms of reference (Based on presentation)	30marks
	Sub-criteria	
	a) Technical approach & methodology	12 marks
	b) Work plan	10 marks
	c) Organisation & staffing	8 marks
iii)	Key professional staff: Qualification & competency for the assignment / job (Based on CV submitted)	40 marks

Qualifications and competency of each of the key professional as per (iii) above will be evaluated separately. The marks for key professionals will be further divided as under: **(Following is an indicative distribution; however marks shall be customised as per the composition of team/experts proposed in the final RFP**

Sr. No	Position	Marks
1	Team Leader	10
2	Design Engineer (water supply)	5
3	Design Engineer (Waste Water, Sewerage & Septage)	5
4	Project Finance Specialist	5
5	Urban Planner Cum Landscape Designer	5
6	PPP Expert	5
7	Procurement Specialist	5

For evaluation of each of the key professionals the following sub-criteria shall be followed:

Sl No	Category	Weightage
a)	Educational qualifications	20%
b)	Adequacy for the assignment / job (Experience in carrying out similar assignment/job)	70%
c)	Experience of Urban Sector projects	10%

15.7 Method of Selection:

The technical quality of the proposal will be given weightage of 70%, the method of evaluation of technical qualification will follow the procedure given in para 15 above. The price bids of only those consultants who qualify technically (**Minimum Qualifying Marks: 70%**) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. **The financial proposal shall be allocated weight of 30%**. For working out the combined score, the employer will use the following formula:

Total points = $T(w) \times T(s) + F(w) \times LEC / EC$, where
 T (w) stands for weight of the technical score.
 T (s) stands for technical score
 F (w) stands for weight of the financial proposal
 EC stands for Evaluated Cost of the financial proposal
 LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

17.	Expected date for commencement of consulting Assignment/job	10 days from the date of signing of Contract Agreement
18.	Location for performance assignment / job:	ASSAM - GUWAHATI, DIBRUGARH, SILCHAR & NAGAON

Section 3

Technical Proposal - Standard Forms

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] for(Name of the Town).....in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees..

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:

Form 2: Consultant's organization & experience

Form 2A: Format for Details of Consultant

1. Details of Consultant

a.	Name of consultant with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	Service Tax Registration Number (copy).	:	
j.	Permanente Account Number (copy).	:	
k.	Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	

2. In case of a Consortium:

- a. The information above should be provided for all the members of the consortium.
- b. Information regarding role of each member should be provided as per table below:

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		



Form 2B: Format for Financial Capability of the Consultant

(Equivalent in Rs. crores)

Consultant*	------(Name of Consultant)				
FY	2013-14	2014-15	2015-16	Total	Average
Annual Turnover					
Net Profit					
Certificate from the Statutory Auditor					
This is to certify that(name of the Consultant) has received the payments and earned net profit shown above against the respective years.					
Name of the audit firm:					
Seal of the audit firm					
Date:					
(Signature, name and designation of the authorised signatory)					

- # The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.
- * Any Consultant should fill in details as per the row titled Annual turnover and net profit in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.

Form 2C: Experience in similar assignments (Project Management Units/ Support Units/ Technical Support or Coordinator Consultants or similar at government levels (Central/ State/ Municipal))

List projects (not more than 5) in the last ten years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	

Form 2D: Experience as project management consultant/ Design and /or Supervision consultant in infrastructure sector whether ongoing or completed involving Water Supply and Sewerage sector issues with value of project of at least Rs 25 Crore.

List projects (not more than 4) in the last ten years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Form 2E: Experience as project management consultant/ Design and /or Supervision consultant in infrastructure sector whether ongoing or completed involving Road and Drainage sector issues with value of project of at least Rs 25 Crore.

List projects (not more than 4) in the last ten years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Form 2F: Experience as PPP consultant/ Transaction Advisor in infrastructure development sector whether ongoing or completed with value of project of at least Rs 10 Crore

List projects (not more than 3) in the last ten years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Form 2F: Experience as project management consultant/ Design and/or Supervision consultant in urban transportation sector whether ongoing or completed with value of project of at least Rs 10 Crore.

List projects (not more than 2) in the last ten years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Form 2G: Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, DPRs, TEFRs, City Sanitation Plans, City Housing Programmes, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study).

List projects (not more than 2) in the last ten years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

FORM TECH-3

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE
EMPLOYER**

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part II Special information to consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR

PERFORMING THE ASSIGNMENT/JOB

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. The consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.].

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

N.B. CV's of the each professional staff shall be signed by the concerned professional himself.

Location:
Employer:
Main project features:
Positions held: Activities
performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:
Place:

[Signature of staff member or authorized
representative of the staff]

[Full name of authorized representative]:

STAFFING SCHEDULE

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

1.

2.

3.

Note:

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

WORK SCHEDULE

S.No.	Activity		Months												Total Months
	1	2	3	4	5	6	7	8	9	10	11	12			

- 1.
- 2.
- 3.
- 4.

- 1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g.: inception, interim, draft and final reports), and other benchmarks such as Employer approvals. For phased Assignment/jobs indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

**COMMENTS / MODIFICATIONS SUGGESTED ON
DRAFT CONTRACT**

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4.

Financial Proposal - Standard Forms

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 4 of the Part II Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

¹Sub Total (A) as per Form FIN 2

SUMMARY OF COSTS

S.No.	Particulars	Form	Amount in Rupees *	Amount in words
A. Competitive Components				
1	Remuneration	FIN 3		
2	Reimbursable expenses	FIN 4		
Sub Total (A)²				
B. Non Competitive Components				
3	Provisional Sum			
4	Contingency			
Sub Total (B)				
Total Cost of Financial Proposal (A+B)				
5	Service Tax / Any other tax			
GRAND TOTAL				

Authorized Signature
Name:
Designation
Name of firm:
Address:

²The Evaluation of Proposal shall be done on Competitive Components only

FORM FIN-3

**BREAKDOWN OF REMUNERATION
(Professional Staff and Support Staff)**

(for details please refer to Note below)

S.No.	Name of Staff	Position	Man Month Rates (A) in Rupees	Proposed Man Months (B)	Total Amount in Rupees.* (A)*(B)
Key professionals *1					
1					
2					
3					
4					
Support Staff *2					
	Total				

*- Mention the currency in which the prices are quoted if it is permitted to do so under RFP.

*1 Key Professionals are to be indicated by name

*2 Support Staff is to be indicated per category (e.g: Draftsman, Assistant etc.)

Total Remuneration = _____ Amount in Rupees

(Amount in Words) :

Note:

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-5.
- 2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.
- 3 Indicate separately staff-month rate for each activity separately.

BREAKDOWN OF REIMBURSABLE EXPENSES

No.	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per day	Xx (to be estimated)		
2.	Cost of office operation, including overheads and back-stop support at (.....) office	Per Month	48		
3.	Cost of office operation, including overheads and back-stop support at project Town (...Name.....)	Per Month	48		
4.	Cost of office accommodation in project cities/ Central office city with power and water charges complete	Per Month	48*2		
5	Local Transport at Central Office	Vehicle Month	48		
6	Local Transport at Project Location	Vehicle Month	48*2		
7	Communication Costs to all personnel and Office at Central office	Per Month	48		
8	Communication Costs to all personnel and Office at Project location	Per Month	48		
9.	Cost of Reports Production (including printing) and delivering to the Client at project Cities and Central office	Per Month	48*2		
10	Other Allowances where applicable				
Sub Total: Reimbursable Expenses carried to FIN 2					
PROVISIONAL SUMS					
i	Office Equipment	LS	To be estimated and indicated		
ii	Survey, Tests, Investigation and Reports etc.	LS	To be estimated and indicated		
iii	Workshops and Seminar	LS	To be estimated and indicated		
iv	Intercity Travels	LS	To be estimated and indicated		
Sub Total: Provisional Sums					
Contingency					To be clearly indicated in RFP. Approx. 5-10% of the estimated cost
TOTAL: REIMBURSABLE +PROVISIONAL SUM +CONTINGENCY					

*

Total Reimbursable: = _____ Total amount in Rupees.

Amount in words:

APPENDIX
NOTE FOR PREPARATION OF FINANCIAL PROPOSAL

- 1 **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
- 2 **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 3 **Form FIN-3** Remuneration

(i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts.

(ii) Months; number of months input to match that shown on the personnel schedule (Form TECH-7, Section 3). The month shall be calculated as per follows:

1 year = 12 months = 252 working days

(iii) Support Staff is also included in this form.

- 4 **Form FIN-4 – Reimbursable Expenses**

The purpose of Form FIN-4 is to identify all reimbursable expenditures in local currencies considered by the Consultant necessary to carry out the assignment.

(i) Per Diem allowance

The Per Diem allowance shall be paid for stay requirements outside Home Office (Office (Central or Project city assigned to the Personnel) night for night spent away outside Home Office during such travel. The travel shall be undertaken with prior consent of the Client. The payment will be made on lump sum basis without any supporting vouchers.

(ii) Office Operations

The Consulting firm is required to quote expenses for office expenses towards office operation and maintenance including all consumables and documentations as required for the project. The monthly payment shall be made on lump sum basis without any supporting vouchers.

(iii) Office Accommodation

This shall be applicable only in case the office accommodation is not provided by the Project City or Central Office. The Consulting firm is required to quote rental value of accommodation for Office. The monthly payment shall be made on actual basis on submission of supporting vouchers.

(iv) Local Transport

The Consulting firm is required to quote expenses for local transportation at central and project office as required for the project. The monthly payment shall be made on lump sum basis with proof of availability of vehicle. The arrangement to be finalized at Contract Negotiations

(iv) Communication Costs

The Consulting firm is required to quote expenses for Communication Costs to all personnel and office as required for the project. The arrangement for lump sum basis or on actuals to be finalized at Contract Negotiations.

(iv) Report Production

The Consulting firm is required to quote lump sum expenses for Report Production as required for the project. The arrangement for payments will be finalized at Contract Negotiations.

5. Provisional Sums and Contingencies

All expenditures under the project, which are to be paid under provisional sums on actual basis, shall be done

maintaining financial proprietary. The Financial proprietary means purchasing of any article from open market on most competitive rates based on at least three quotations or by calling tenders. Consulting firm has to provide certificate that material is purchased on lowest rate in the market.

All equipment, furniture items, documents, reports and other articles purchased by the Consultant from the project fund shall be property of Client. At the end of Contract, the firm will hand over all these articles and equipment in working conditions to the Client. Proper stock register of purchases and store articles shall be maintained by firm and shall be made available for stock verifications as required. Following expenditures shall fall under provisional sums and shall be reimbursed on actual basis.

a. Office equipment

All necessary office equipment and furniture like computer hardware, printers, software, networking devices, maintenance & up-gradation of the system, fax machines, EPABX, photocopier, ACs, chairs, tables etc. as applicable under project shall be purchased by the consulting firm. Purchases shall be made in consultation with the Client. The firm will assess the requirement and specifications of the equipment to be procured and have these approved by Client before purchase.

b. Workshops and seminars

The expenditures made on meetings, seminars and workshops etc. with the approvals of SMD/ PIU shall be reimbursed based on actual.

c. Intercity travel

The cost of vehicle transportation (Four wheeler on hire) for miscellaneous travels required for intercity travel for performance of the work, etc. The cost of transport for personnel by AC sleeper or AC Chair-car by trains / deluxe buses/ flight required for performance of the services to visit the other towns and attend Illrd party inspections etc. with the approval of the SMD/PIU (as applicable). The payment will be considered for actual number of trips desired by the SMD/PIU for performance of services and will be reimbursed on the actual basis from provisional sum.

6. Contingencies

The provision of contingencies shall be there as indicated.

Section 5

Terms of Reference

Terms of Reference for

“PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT”

1. BRIEF DESCRIPTION OF TASK

This Terms of Reference is for providing consulting services to assist the *Municipal Corporation / Council of the City / Urban Development department of the State* to implement the urban development program in the city / state. This work will be carried out by a Project Development and Management Consulting firm, henceforth referred to as 'Project Development and Management Unit (PDMU)' on behalf of the *Municipal Corporation- Council of the City / Urban Development department of the State*.

2. BACKGROUND

In order to rejuvenate and transform urban India, the Ministry of Urban Development, Government of India has rolled/ rolling out flagship missions i.e. Atal Mission for Rejuvenation and Urban Transformation (AMRUT). Rolling out of the Missions require incorporating lessons from JnNURM implemented earlier by the Ministry. The broad challenges & lessons learnt from JnNURM program were:

- Capacity constraint of cities/ states in urban planning and project management;
- Acquisition of land, public agitation, change of site, encroachments;
- Delay in tendering and re-tendering;
- Clearances form different departments;
- Shifting of Utilities;
- Cost & Time Overruns;

Based on learning's from JnNURM, Ministry of Urban Development has assigned the responsibility for project execution under Atal Mission for Rejuvenation and Urban Transformation (AMRUT) to States/ ULBs. It is proposed under AMRUT that States / ULBs may appoint “Project Development and Management Consultants (PDMCs). PDMC has been envisaged as an end-to-end consultant, supporting States/ULBs.

2(A) OBJECTIVES:

The objective of the assignment is to provide direct assistance to *Municipal Corporation / Council of the City / Urban Development Department of the State* to ensure the effective coordination and implementation of the program. The PDMC shall be responsible for effectively leading and taking initiative to plan, manage, design, execute and implement the Program including carrying all necessary surveys and design the subproject plus ensuring proper construction supervision. The PDMC will work closely with the *Municipal Corporation / Council of the City / Urban Development department of the State* for sustainable capacity building of Municipal Corporation / Council and will assist in operationalizing the procedures and in implementing institutional development, capacity building, monitoring and quality assuring the outputs of the program.

3. IMPLEMENTATION ARRANGEMENT

The Urban Development Department of State of Assam is the executing agency (EA) for the project. The State Mission Directorate (SMD), headed by Mission Director and supported by other senior officials, will manage the project activities, will liaise with Ministry of Urban Development, (MoUD), Government of India on all issues, implement institutional reforms, and management of project. SMD will be supported by the respective Municipal Corporations/ Councils.

Mission Director at state level and Municipal Commissioners / Officers at city level will be provided with necessary consulting services through the Project Development and Management Consultants (PDMC) to strengthen their program management capacity and implementation of subprojects in filed including planning, surveys, engineering design, construction supervision, measurement and billing, contract management etc.

PDMC will have one state office (comprising of project management and design professionals) at capital city of the state and multiple field offices (comprising of project implementation professionals) in each project city having population greater than five lakh and serving all surrounding AMRUT cities having population below five lakh. In exceptional cases the States may appoint PDMCs for a set of cities surrounding a city having three-lakh population. Depending on the special circumstances prevailing the UTs, NE and Hill States they may decide on a different structure for locating the implementation professionals. PDMC will have one state office (comprising of project management and design professionals) at capital city of the state. The State will further hire consultants/implementation professionals from open market or through third parties agency for deputation into the multiple field offices in the cities. However, the consultant would be assisting the Department / State in selection of these professionals from open market or through third party agencies. The PDMC team and the selection professionals by the department will work closely under the guidance of department for implementation of the project.

Consultancy contracts will be for duration of 48 months (4 years).

4. PROJECT DEVELOPMENT & MANAGEMENT PROCESS

1. The Process of project development will begin with preparation of “City-wide Concept Plan” (a non-fully complete CDP) on the basis of old or revised City Development Plan (CDP). The City-wide Concept Plan will contain the City Vision, description, situation analysis/ As-is description of the water supply, storm water drainage, sewerage and septage management and open spaces (e.g. parks, playgrounds). All previous plans and documents (e.g. City Sanitation Plan, City Mobility Plan, Master Plan and other plans) of all departments and agencies will also be reviewed to craft an overall strategy focused on achievement of Service Level Benchmarks (SLBs). Possibilities to apply smart technologies for providing better and enhanced basic services to the people of the city will be included in the strategy.
2. The City-wide Concept Plan will form the basis of the Service Level Improvement Plan (SLIP) of the ULB and the State Annual Action Plan (SAAP) for the State to be sent to the MoUD for approval.
3. The SAAP is basically a State level service improvement plan indicating the year-wise improvements in basic services. The SAAP will be generated in the prescribed forms from the SLIPs of the ULBs in the State

4. The Consulting Firms should explore the possibility of using Public Private Partnerships (PPP), which should be the preferred execution model.
5. For project identified and approved under SAAP, Detailed Project Report (DPR) and Bid Document will be prepared. Review of infrastructure status, gap and demand assessment with reference to service level indicators will be made for the identified projects. Convergence of project component will be ensured with other sectoral and area programs in the city.
6. Field/ laboratory Investigations, surveys, formulation of technical options, design, cost estimates and solutions to resettlement & environmental issues will be made part of DPR. The finance plan including O&M strategy for the complete life cycle of the project will be an integral part of DPR.
7. Possibilities to apply smart technologies for providing better and enhanced basic services to the citizens will be explored while formulating the DPR. At draft DPR stage, first stage consultations will be facilitated to engage citizens and get feedback and adopt midcourse correction, if required.
8. The DPR will identify contracting opportunities including exploring options for PPP/ Service Level Agreements or direct contracting and accordingly provide corresponding bid document. Based on the bid document States/ ULBs will procure contracting firms, according to their laws and rules.
9. The project execution by the ULBs/ State parastatal will be done in efficient way. They have to ensure cost, time and quality compliances as envisaged in contract agreement. Expertise of PDMC firms will be used by the State and City Governments to make quick decisions so as to ensure timely completion of projects within cost estimates.
10. It will also be ensured for linkage between proposed infrastructure project and delivery of services. It will monitor improvement in services level indicators as indicated in the State Annual Action Plan (SAAP). Periodic second stage consultations for taking useful feedback will also be facilitated by PDMCs during implementation phase.
11. All the works has to be done according to the mission statement and guidelines of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) as issued by MoUD.

5. SCOPE OF WORK

The scope of PDMC under the proposed mission comprises namely ***Design, Supervision and Project Management***. PDMC will identify projects on the basis of SLIP/SAAP framework, and carry out required investigation, design, procurement, and implementation. The PDMC will also ensure compliances and monitoring of the project activities using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.

The consultant will carry out a multi-stage exercise in close collaboration with the ULB / State Govt. and other stakeholders. The proposed project has been taken up for improvement / introduction of Urban Infrastructure including ensuring delivery of services. Without limiting the scope the PDMC has to work in close liaison with the *Municipal Corporation / Council of the City / Urban Development department of the State* and will be responsible for the following tasks:

5.1 Project Management

- i. Handhold/ support State Government/ Urban Local Bodies for project identification, investigations, design, procurement, supervision, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliances and due diligences required for the project;
- ii. Planning, scheduling and monitoring of the projects using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- iii. Assist State Government/ Urban Local Bodies in conducting regular meetings with all stakeholders, contractors, and other government entities, etc., to discuss progress and issues related to implementation, and prepare minutes for recording and circulation;
- iv. Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire project.
- v. Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- vi. Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.

5.2 Survey, Studies and Investigations

- i. Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plans etc.
- ii. Review existing status of physical Infrastructure based on above documents and other available secondary data, & identify data gap.
- iii. Review of land availability, rehabilitation - resettlement & Environmental issues for identified projects
- iv. Identify requirements of surveys, studies and investigations;
- v. Carry out all the required engineering surveys and investigations (total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc) including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established;
- vi. Identify key stakeholders from city/ state officials, elected representatives, concerning NGOs, eminent citizens, representatives from premium institutes of the city/ state, representatives of business organizations in consultation with the concerned ULB commissioner/ CEO etc;

5.3 Feasibility Study

- i. Review available secondary data and reports required for analysing the existing infrastructure facilities and for designing the facilities for project;
- ii. Analyse Future projections & demand assessment;

- iii. Prepare conceptual plan and preliminary design including the feasibility of the infrastructure to be provided;
- iv. Assist City/ State Government in first Stage consultation with the stakeholder for each sub projects or group of Sub projects, as applicable, to discuss the conceptual plan and technical options and prepare minutes for recording and circulation;
- v. Based on above, diagnostic analysis of the technical options with respect to best practices / smart options/ priorities and consultation;
- vi. Assess land requirement and preparation of land acquisition requirements;
- vii. Prepare and submit 'Feasibility Report' to Client. The Feasibility Report should describe the various technical options with recommendation for most appropriate option;

5.4 Detailed Design

- i. Review/revise/modify &update of the existing Detailed Project Reports available with City/State;
- ii. Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the Client. The costs estimate shall be prepared on the basis of Schedule of Rates (SOR) of State with latest addenda and corrigenda. For Non-SOR items, if any, adopting rates on the basis of relevant 'Schedule of Rates' of Other state (as applicable) or market rate by proper rate analysis carried out through market enquiry;
- iii. Identify the possibility of private public participation in the service delivery, as feasible and applicable, and prepare contract document for such packages;
- iv. Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
- v. Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations (EIE) as may be required;
- vi. Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
- vii. Prepare environment management plan (EMP) and mitigation measures;
- viii. Preparation and implementation of resettlement plans, if any, based on the approved framework;
- ix. Prepare Detailed Project Report including technical specifications, Contract drawings, bills of quantities and above aspects;
- x. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements / bid document;
- xi. Preparation of strategy and action plan for IEC program including public participation;
- xii. Assist City/ State Government in second Stage consultation for each sub projects or group of Sub projects, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation;

- xiii. Prepare consolidated bid documents, technical specifications, approved contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines.
- xiv. Ensure that all bidding documents and contract documents contain the Environmental Management Plan (EMP) and such items are included in BOQ; also monitor the implementation of the EMP during construction and pre/post construction phases.
- xv. In compliance with the EMP, develop a strategy to overcome the difficulties of construction/traffic management in narrow streets and also prepare detailed plans for detour of traffic during excavation for urban services. Propose and implement mechanism for coordination among all stakeholders such as traffic police, roads department, user committees etc., for smooth construction execution.

5.5 Bidding process and contract award:

- i. Assist Corporation / Council of the City / Urban Development department of the State in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract;
- ii. Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. for all sub-projects components in close coordination with Corporation / Council of the City / Urban Development department of the State.

5.6 Construction Supervision and Contract Management

- i. Providing advice and guidance to the *municipal Corporation / Council of the City / Urban Development department of the State* for modern procedures and guidelines for project implementation and management in general.
- ii. Arrange and coordinate multi Stage Consultation proposed under the project and accordingly ensure modification of the project components.
- iii. Contract administration and Management of the Subprojects;
- iv. Prepare construction supervision manual and maintenance manual;
- v. Interpretation of the technical specifications for each subproject
- vi. Supervise and monitor construction work of each contract package;
- vii. Verification of surveyed maps and design vis-a-vis ground situation and make necessary corrections, if required, with approval;
- viii. checking the line level, layout of the construction to ensure conformity with the contract, proposed and presentation for approval any changes in the plans that may be deemed necessary indicating effect due to the change on contract and preparation of variation orders accordingly,
- ix. Scrutinize the contractor's detailed work program and guide Contractor in preparation of supervision schedule/ work plan for each package;
- x. Scrutinize construction methods proposed by contractor including environmental, safety, personnel and public issues;
- xi. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisories when required;

- xii. Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;
- xiii. Monitor implementation of environmental standards and safeguards and if any Resettlement Plans;
- xiv. Establish Quality assurance system including verification of source of material and certification;
- xv. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
- xvi. Supervising the construction of the various contract packages for the related outputs of the Program
- xvii. Record the work measurement and certify the contractor's bill;
- xviii. Assist the Client in interim and final certification of the bills of payment;
- xix. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and approving shop drawings of contractor for implementation, as required;
- xx. Assistance for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Client;
- xxi. Assist third party inspections, if necessary, as decided by Client;
- xxii. Assist State Government/ Urban Local Bodies in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from Railway, National Highway, Department of Archaeology, Department of Forests and National Parks, and tree-cutting etc.
- xxiii. Proof checking and issuance for execution of contractors' design and drawings for lump sum turnkey contracts
- xxiv. Review and finalise the "as built" drawings submitted by Contractor;
- xxv. Assist the Client in issue of completion certificates;
- xxvi. Inspect the works at appropriate intervals during defect liability period and certification issue;
- xxvii. Prepare on behalf of *municipal Corporation / Council of the City / Urban Development department of the State*, monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to State Government;
- xxviii. Assist *municipal Corporation / Council of the City / Urban Development department of the State* in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by Client;
- xxix. Assist City/ State Government in third Stage consultation during construction of sub projects, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation

6. TEAM COMPOSITION & QUALIFICATION REQUIREMENTS

6.1 Team Composition

The PDMU are expected to provide support to State Government and ULB's till the Mission duration. **The total duration of the assignment shall be 48 months.**

Sr No	Position	State Level/ City Level	Nos	Duration (months)
Key Professionals (CVs to be evaluated during technical evaluation)				
1	Team Leader cum Urban Management Specialist	State	1	
2	Design Engineer (water supply)	State	1	
3	Design Engineer (Waste Water, Sewerage & Septage)	State	1	
4	Project Finance Specialist	State	1	
5	Urban Planner Cum Landscape Designer	State	1	
6	PPP Expert	State	1	
7	Procurement Specialist	State	1	

Sr No	Position	State Level/ City Level	Nos	Duration (months)
Other Professionals (CVs shall not be evaluated during technical evaluation)				
The CVs of these professional shall not be evaluated at the technical proposal level. However the Consulting firm has to submit the CV at the time of mobilization of these professionals.				
1	IT Expert	State	2	
2	Social Development cum Resettlement Expert	State	1	
3	Project Finance Specialist	State	1	
4	Structural Engineer	State	1	
5	Mechanical Engineer	City	1	
6	Electrical and Instrumentation Specialist	City	1	
7	Environmental Specialist	City	1	
8	Assistant Construction Manager	City	1	
9	Support Engineer	City	1	
10	Project Coordinator	City	1	

Sr No	Position	State Level/ City Level	Nos	Duration (months)
Support Personnel (CVs shall not be evaluated during technical evaluation)				
The CVs of these professional shall not be evaluated at the technical proposal level and need not to submit the CV at the time of mobilization of these professionals. The Consulting firm should evaluate the CVs of these personnel at their level				
1	Other Support Staff	State	1	
		City	1	
2	Surveyor/ Draftsman	State	1	
		City	1	
3	Office Manager	State	1	
		City	1	
4	Data Entry Operators	State	1	
		City	1	

6.2 Qualification Requirements for the Key experts

Experts Title	Qualifications & Skills	Experience
Team Leader cum Urban Management Specialist	<ul style="list-style-type: none"> • Graduate in Engineering or Post Graduate in Management/ Master's in Planning. • 15 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management) • Experience in leading the team • Experience in FIDIC contract conditions 	<ul style="list-style-type: none"> • Responsible for overall management and administration of the project components during design and construction; • Advice on procurement and bidding process • Construction supervision, quality monitoring, contract management; • Establishment of Construction Management and Project Performance Monitoring and Reporting System; • Assist in resolving contractual issue during implementation; • Preparation of Progress as well as Project Completion Report; • Scheduling and ensuring timely mobilization/ demobilization of team members
Design Engineer (water supply)	<ul style="list-style-type: none"> • Graduate Civil Engineer • 10 years' experience in urban Water supply projects • Experience in water supply design and implementation • Post Graduate in Civil Engineering with specialization in Environmental Engineering/ Public Health Engineering shall be advantage 	<ul style="list-style-type: none"> • Design of water supply works • Appraisal of subprojects for Water Supply; • Preparing Water Supply master plans for cities • assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Design Engineer (Waste Water Sewerage & Septage)	<ul style="list-style-type: none"> • Graduate Civil Engineer • 10 years' experience in Waste Water projects • Experience in waste water design and implementation • Post Graduate in Civil Engineering with specialization in Environmental Engineering/ Public Health Engineering shall be advantage 	<ul style="list-style-type: none"> • Design of waste water works • Appraisal of subprojects for Waste Water; • Preparing Waste Water/ Sewerage master plans for cities • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project

		Completion Report
Urban Planner cum Landscape Designer	<ul style="list-style-type: none"> • Post graduate in Planning / Architect • 10 years' experience in urban planning; • Experience in preparation of city development plans/ city master plans for towns 	<ul style="list-style-type: none"> • Support team in preparation of conceptual plans • Assist in demographic and land use related planning of infrastructure • Review towns master plans and advice the project team in planning infrastructure
PPP Expert	<ul style="list-style-type: none"> • Graduate Engineer / MBA / CA / Masters in Finance • 10 years' experience in public procurement • Experience in design/ contract management of performance based urban service delivery contracts and contracts on PPP mode. 	<ul style="list-style-type: none"> • Developing performance based contracts on different model at urban service delivery projects in all cities • Preparation of Bid Documents for PPP mode service delivery contracts with assistance from subject experts • Selection of Concessionaires as per the bid documents for PPP mode service • Contract management of performance based urban service delivery contracts and contracts on PPP mode.
Project Finance Specialist	<ul style="list-style-type: none"> • Chartered Accountant / MBA (Finance) • Minimum 10 years' experience in finance domain (Earlier experience with working with Government domain is desirable) 	<ul style="list-style-type: none"> • Set up systems and procedures for financial management of the project • Assist PMU in managing and handling all financial and accounting matters of the project, monitoring the fund disbursement. • Submission to the State Government/ ULBs impediments to the quality and progress of the works and remedial actions • Assist the PMU and PIUs in preparing periodic budgets including equipment budgets and establishing financial accounting and control systems ensuring funds flow from the GOI and onwards to

		<p>the implementing agencies.</p> <ul style="list-style-type: none"> • Preparing periodic financing requests on behalf of PMU. • Prepare Accounts and Operation & Maintenance Manual and assist in preparation of other mandatory deliverables.
Procurement Specialist	<ul style="list-style-type: none"> • Graduate Engineer / MBA • 7 years' experience in related field 	<ul style="list-style-type: none"> • Procurement of goods, services (IT, Non-IT, others, etc.) as per State guidelines including preparation of bid documents, evaluation of bids, contract formation and assisting State/ Cities in award of work • Contract management and Performance

IT Expert - 1	<ul style="list-style-type: none"> • B.E. / B.Tech / MBA • Minimum 8 years' experience in IT related field 	<ul style="list-style-type: none"> • Provide advisory for IT related initiatives • Provide Support in IT related / e-gov sector initiatives • Monitor project / programme using IT techniques/ web based tools • Support IT related smart solutions in the urban areas
IT Expert - 2	<ul style="list-style-type: none"> • B.E. / B.Tech / MBA • Minimum 5 years' experience in IT related field 	<ul style="list-style-type: none"> • Provide advisory for IT related initiatives • Provide Support in IT related / e-gov sector initiatives • Monitor project / programme using IT techniques/ web based tools • Support IT related smart solutions in the urban areas
Transportation Specialist	<ul style="list-style-type: none"> • Post Graduate in Traffic Transportation Planning/Engineering • 7 year experience in planning, designing and implementation of Urban Transportation 	<ul style="list-style-type: none"> • Design of urban transportation projects • Appraisal of subprojects for Urban Transportation; • Preparing City Mobility Plans for cities • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Social Development cum Resettlement Expert	<ul style="list-style-type: none"> • Post Graduate in Social Science (Preferably in Sociology/ Anthropology/ Social Works) • 7 years experience in carrying out social studies • Masters in Sociology/ 	<ul style="list-style-type: none"> • Assist City/ State Government in consultation with the stakeholder for each sup projects or group of Sub projects, as applicable, and prepare minutes for recording and circulation; • Preparation of Resettlement plans, as required

	<p>Anthropology/ Social Works</p> <ul style="list-style-type: none"> • 7 year experience in Social Safeguard Issues, Community Mobilization preferably in Urban Sector • Experience of preparation of RPs etc at urban infrastructure projects 	<ul style="list-style-type: none"> • Resettlement monitoring report • Gender Action Plan • Formulation and Implementation of Communications Strategy and Public Relations • Public grievance redressal • IEC activities
Structural Engineer	<ul style="list-style-type: none"> • Post Graduate in Civil Engineering • 7 years' experience in the related field • Experience in detailed designs of water retaining structures, bridges and all other type of engineering structures. • Proficiency in structural design using computer programs. 	<ul style="list-style-type: none"> • Structural Design of all project components • Review of structural designs submitted by the contractor • Planning and Supervising geotechnical investigations • Ensuring the construction activities are implemented as per design on field; • Support in resolving contractual issues
Mechanical Engineer	<ul style="list-style-type: none"> • Graduate mechanical engineer • 7 years' experience in water and sewerage field, • Experience in design of equipment size, rating etc of WTP/STP, Pumping Stations & water supply mechanical equipment. • Experience in installation and O&M of equipment at WTP/STP, Pumping Stations & water supply mechanical equipment 	<ul style="list-style-type: none"> • Design of mechanical components • Appraisal of subprojects having mechanical component ; • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Environment Specialist	<ul style="list-style-type: none"> • Post Graduate in Environmental Sciences / Engineering • 7 years related experience; • Experience in carrying out EIA/IEE,EMP etc of urban infrastructure projects 	<ul style="list-style-type: none"> • Environmental and Safeguards Action Plan and monitoring • Preparation of EIA/IEE • Structuring Environment Management and Monitoring Programs • Appraisal of subprojects for Environmental and Safeguards • Communication strategy • Public grievance redressal
Electrical and Instrumentation Specialist	<ul style="list-style-type: none"> • Graduate electrical/ Instrumentation engineer • 7 years' experience in water and sewerage field • Experience in design of equipment size, rating etc of WTP/STP, Pumping Stations 	<ul style="list-style-type: none"> • Design of Electrical/ Instrumentation components • Appraisal of subprojects having Electrical/ Instrumentation component ; • Assist Procurement

	<p>&water supply mechanical equipment.</p> <ul style="list-style-type: none"> • Experience in installation and O&M of equipment at WTP/STP, Pumping Stations & water supply mechanical equipment 	<ul style="list-style-type: none"> • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Assistant Construction Manager	<ul style="list-style-type: none"> • Graduate in Engineering • 5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management) 	<ul style="list-style-type: none"> • Assist Construction Manager in construction management • Responsible for construction management, quality assurance and administration of the contracts under the project for the assigned subprojects. • Supervise the construction activity appropriately, implementation of work as per design; • Record the work measurement and certify the contractor's bill; • Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods; • Furnish the detailed construction drawings as necessary during continuance of the contract; • Contract management and Performance Monitoring of the contractors; • Assist third party inspections, if necessary, as decided by Client; • Assist the Client in interim and final certification of the bills of payment; • Assist the Client in issue of completion certificates. • Support in preparing Project Completion Report and progress reports • Resolve contractual issue during implementation

Support Engineer	Degree in (relevant branch) Engineering with 5 years' experience Or Diploma in (relevant branch) Engineering with 10 years' experience	<ul style="list-style-type: none"> • Assist Assistant Construction Manager in construction management • Assist the Specialist in Management, Design and Supervision of Sub Projects • Responsible for site supervision, quality assurance and administration of the contracts under the project for the assigned subprojects. • Supervise the construction activity appropriately, implementation of work as per design; • Support to Assistant Construction Manager in recording the work measurement and certifying the contractor's bill; • Contract management and Performance Monitoring of the
Quantity Surveyor (2 Nos)	• Diploma or equivalent in Civil Engineering	
Autocad Operator / Draft man (2 Nos)	• ITI or equivalent in Civil Engineering	
Office Executive cum Data Entry	Graduate	

7. Reporting Requirements and Time Schedule for Deliverables

As a minimum, following are the deliverables:

- **Inception Report** in 30 days time of mobilization of consultant containing approach, methodology, work plan and staffing schedule for the project activities and schedule for deliverables;
- **Service Level Improvement Plan (SLIP)** of the ULB including City-wide Concept Plan which forms the basis of SLIP.
- **State Annual Action Plan (SAAP)** for the State, which is basically a State level service improvement plan indicating the year-wise improvements in basic services for onward forwarding to MoUD.
- **Draft DPR (Detailed Project Report)** including engineering feasibility study, survey and investigation reports, social and environmental safeguard documents, economic and financial analysis and subproject appraisal report.
- **Final DPR** design reports supported by field/ lab investigations; population projections, detailed designs; costs estimates, rate analysis and take off sheets, and compliances over draft DPR observations.
- **Bid Document for each contract package**
- **Monthly Contract Performance and Management Reports** using PMIS/ Project Management IT tools for each contract during entire program period.
- **Contract Completion Reports** for each project package..
- **Quarterly and Yearly Progress Reports**
- Any other reports as required by State / ULBs.
- All reports will be submitted to State / ULBs in agreed time frame.

Since the Services consist of the supervision of civil works, the following action will require prior approval by the Client:

Taking any action under a civil works contract designating the Consultant as “Engineer Representative”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.”

8. Payment Schedule

(i) 5% of the Contract Value will be paid in advance, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant.

The First instalment of recovery shall be effected from each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be affected during the third month preceding

the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts.

(ii) Remuneration of Personnel as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan;

(iii) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per **Appendix of Financial Proposal – Section 4**

(iv) Payment for Provisional Sum as per **Appendix of Financial Proposal – Section 4**

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

Consultants' Services

Contents

- I. Form of Contract
- II. General Conditions of Contract
 - 1. General Provisions

2. Commencement, Completion, Modification and Termination of Contract
3. Obligations of the Consultant
4. Consultants' Personnel and Sub-Consultants
5. Obligations of the Employer
6. Payments to the Consultant
7. Fairness and Good Faith
8. Settlement of Disputes
9. Liquidated Damages
10. Miscellaneous Provisions

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates in Foreign Currency

Appendix E - Duties of the Employer

CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the Client]

and

[name of the Consultant]

Dated:

I Form of Contract

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of client] (hereinafter called the "Client") and, on the other hand, [name of Consultant] (hereinafter called the "Consultant").

[Note: *If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the "Consultant").]*

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: **[Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]*
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing Schedule
 - Appendix D: Breakdown of Contract Price
 - Appendix F: Duties of the Employer
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Client]

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

[Note: *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner.]*

General Conditions of Contract

1. General Provisions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Consultant" means any private or public entity that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's" country.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of India
- (i) "Local Currency" means Indian Rupees.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (k) "Party" means the "Employer" or the Consultant, as the case may be, and "Parties" means both of them.
- (l) "Personnel" means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (m) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) "Third Party" means any person or entity other than the "Employer", or the Consultant.

(r) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties : Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

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

1.7 Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension: The “Employer” may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

(ee) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Consultants, and sixty (60) days’ in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the "Employer" fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the "Employer" of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the "Employer", the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3 (h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days

after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the “Employer”, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) at the Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 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 "Employer" or its designated representative and/or the Employer, and up to five years from 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 "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.6 Consultant's Actions Requiring Employer's Prior Approval: The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix C.

(b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Consultant to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the "Employer": Equipment, vehicles and materials made available to the Consultant by the "Employer", or purchased by the Consultant wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's" instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.

3.10 Equipment and Materials Provided by the Consultants: Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

4.4 Removal and/or Replacement of Personnel: (a) Except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or

replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the "Employer": (a) The "Employer" shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the "Employer" shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the "Employer" shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Consultant's advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding Employer's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work

assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix D as per the consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) Final Payment : The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a

period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

(i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the

Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.

(vii) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

12. Performance Security

The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

III. Special Conditions of Contract:

(Clauses in brackets { } are optional; all notes should be deleted in final text)

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>iii "Employer" :Urban Development Department, Government of Assam</p> <p>Attention :Mr.....</p> <p>Facsimile :</p> <p>iii Consultant :</p> <p>Attention :</p> <p>Facsimile :</p>
2	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the "Employer":.....Urban Development Department, Government of India</p> <p>For the Consultant:</p>
	1.9	<p>(a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration number to the client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
4	1.10.3	Not Applicable
4	2.1	<p>The effectiveness conditions are the following:</p> <p>(iii) Approval of the contract by the Employer</p> <p>(ii) Appropriate security for advance payment acceptable to the "Employer"</p> <p>(iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.</p>
5	2.2	The time period shall be one month

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6	2.3	The time period shall be 15 days
7	2.4	The time period shall be Months
8	3.4	Limitation of the Consultants' Liability towards the "Employer" (i) The ceiling on Consultant's liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.
9	3.5	The risks and the insurance coverage shall be as follows: a.) Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy; b.) Third Party liability insurance, with a minimum coverage of [insert amount and currency]; c.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy; d.) Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and e.) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity. f.) Any other law/rule as applicable in India.
10	4.6	Not Applicable
11	6.1(b)	The ceiling in local currency is: [insert amount and currency]
12	6.3	(i) 5% of the Contract Value will be paid in advance , if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant. The First instalment of recovery shall be effected from each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be affected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts. (ii) Remuneration of Personnel as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan; .

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		(iii) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per Appendix of Financial Proposal – Section 4 (iv) Payment for Provisional Sum as per Appendix of Financial Proposal – Section 4
13	8.3	The Arbitration proceedings shall take place in New Delhi in India.
14	11	The Performance Security amount is 10 % of the Contract value.

Binding signature of Employer Signed by _____

Binding signature of Consultant Signed by _____

(for and on behalf of _____ duly authorized vide Resolution No _____ dated _____ of the Board of Directors of _____)

In the presence of
(Witnesses)

- 1.
- 2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the “Employer” and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by “Employer”, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

(Include here the list of Services, facilities and property to be made available to the Consultant by the “Employer”).