



Recruitment of Consulting Firm for

Project Development and Management  
Consultant (**PDMC**)  
*for*

**Atal Mission for Rejuvenation and Urban  
Transformation 2.0 (AMRUT 2.0) and Balance  
work of AMRUT 1.0  
Punjab**

**Request for Proposal (RfP)**

RFP Ref. No.: PMIDC/GM(P)/AMRUT/2022-23/3404:

Issued on: 12<sup>th</sup> May, 2022

**Employer:** Punjab Municipal Infrastructure Development Company (PMIDC)

**Represented by:** Chief Executive Officer, PMIDC, Punjab

**Address:** Punjab Municipal Bhawan, Plot No: 3, Dakshin Marg, 5<sup>th</sup> Floor,  
Sector- 35 A, Chandigarh - 160022, Punjab India

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<b>Project Name:</b>	Atal Mission for Rejuvenation and Urban transformation (AMRUT) and Balance work of AMRUT 1.0
<b>Name Of The Department:</b>	Punjab Municipal Infrastructure Development Company (PMIDC)
<b>Title Of Consulting Services:</b>	Project Development and Management Consultant (PDMC) for Atal Mission for Rejuvenation and Urban Transformation 2.0 (AMRUT 2.0)

## **Section 1. Letter of Invitation**

1. Punjab Municipal Infrastructure Development Company (PMIDC) (hereinafter called “Employer”) is executing ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION 2.0 (AMRUT 2.0) and Balance work of AMRUT 1.0 in the Punjab State.
2. The employer invites proposal to provide the following consulting services:  
**Project Development and Management Consultant (PDMC) for Atal Mission for Rejuvenation and Urban Transformation 2.0 (AMRUT 2.0) and Balance work of AMRUT 1.0**
3. More details on the services are provided in the Terms of Reference in this RFP document and qualification requirements are at Instructions to Consultants.
4. A firm will be selected under “Combined Quality Cum Cost Based System (CQCCBS)/ QCBS” and procedures described in this RFP.
5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

6. The brief of important dates and other details are as under:

<b>Proposal Description:</b>		
<b>Project Development and Management Consultant (PDMC) for Atal Mission for Rejuvenation and Urban Transformation 2.0 (AMRUT 2.0) and Balance work of AMRUT 1.0</b>		
(i)	Proposal Security/ Earnest Money Deposit	Rs.42.00 Lakh in favour of General Manager (Projects), PMIDC
(ii)	Method of Selection	Quality (70%) -cum- Cost (30%) Based Selection - QCBS (70:30)
(iii)	Cost of document/ Tender Fee	Cost of Document: Rs.1000/- through e-banking and processing fee Rs.5000/- plus 18% GST
(iv)	Bid validity	120 days from the date of submission
(v)	Period of Consultancy	48 months
(v)	<b>Important dates</b> are as under:	
	i) Period of availability of Proposal on-line shall be	From 12.05.2022 to 01.06.2022 upto 5:00 PM
	ii) Last date & time for on-line submission of bids shall be	<b>01.06.2022 upto 5:00 PM</b>
	iii) Date & time of opening of <b>Technical Proposal</b>	Date <b>02.06.2022 at 12.00 Noon</b>
	iv) Date & time of opening of <b>Financial Proposal</b>	To be intimated later

7. The Proposal Documents can be down loaded from website: **<http://www.eproc.punjab.gov.in>** on payment of Rs.1000/- through e-banking and processing fee of Rs.5000/-. The document downloaded from website should not be tampered, and if any such tampering is detected before or after the opening of Proposal, the Consultant shall be debarred for a period of 6 months.

8. The Consultants should have the necessary Portal Enrolment with his/her own Digital Signature Certificate (DSC).

9. The Consultants should keep checking the website for any addenda/corrigenda to the notice/bidding documents till the date of on-line submission of bids, and the bidder should incorporate the same in his bid documents.
10. The cost of the Proposal documents (non-refundable) should be deposited online through online mode.
11. All payments regarding processing fee, purchase of Proposal document and deposit of earnest money shall be strictly through online mode (e-payment) only. Consultants are advised to open bank accounts with core banking solution branches (with NEFT/RTGS facility).
12. Earnest Money Deposit (EMD) of the amount specified for the Proposal in the table above which should be paid online mode on e-portal <http://www.eproc.punjab.gov.in> before uploading of proposal rates OR as specified in proposal document. The proof of the same shall be uploaded in Technical Proposal part.
13. Proposal(s) must be submitted online through an e-portal <http://www.eproc.punjab.gov.in> before the time specified in the table above (as per server clock). The department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam etc. for online bids.
14. Proposal documents consisting of qualification information validity and eligibility criterion of Consultants and the set of terms & conditions of contract to be complied with by the Consultants can be seen on website <http://www.eproc.punjab.gov.in> Scanned copies of the required documents and information should be attached in the Technical Bid as prescribed in the Proposal Document.
15. Uploaded documents of valid successful Consultants will be verified with the original before signing the agreement. The valid successful Consultant has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post/E-mail/courier.
16. Proposal Document is not to be uploaded by the Consultants. The Consultant has to only agree/disagree on the conditions in the Proposal Document. The Consultants, who disagree on the conditions of Proposal Document, cannot participate in the Proposal.
17. Technical Proposals will be opened on-line on the day & time as specified in the above Table, in the presence of the Consultants who wish to attend. If the office

happens to be closed on the date of receipt of the Proposals as specified, the Proposal will be opened on the next working day at the same time and venue.

18. Proposal(s) once submitted online cannot be resubmitted or withdrawn.
19. Conditional proposals and the proposals not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.
20. The undersigned has the right to accept or reject any or all proposals without assigning any reason.
21. For any clarification/difficulty regarding e-tendering process user-ID password and digital signature please contact EPROC.

Yours sincerely,

**Er. V.P. Singh**

**General Manager (Project),**

Punjab Municipal Infrastructure Development Company, (PMIDC).

5th Floor, Room No. 511,

Punjab Municipal Bhawan, Plot no -3, Dakshin Marg, Sector 35-A, Chandigarh, 160022, Punjab, India.

**[gmp.pmidc@punjab.gov.in](mailto:gmp.pmidc@punjab.gov.in)**

## **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 state of Punjab
- (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 whom 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) 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 has 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. If the consultant has formed an association of consultants, 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 each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.
- 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 aspect 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 by standard electronic means on e-portal <http://www.eproc.punjab.gov.in>. & will be binding on them. Any addendum/corrigendum thus issued shall be a part of the bidding documents and shall be uploaded on the website as a corrigendum.
- 4.3 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 only submit 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, who 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 vita (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.** 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 along with 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 along with 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.

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 applicable to Domestic taxes (such as: value added or sales tax, service tax, GST or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant, **excluding GST** in the Financial Proposal.

## **11. Currency**

11.1 Consultants shall express the price of their Assignment/job in India Rupees. [In case of assignment where payments in foreign currency are allowed to be made, the consultants are free to make their quote in any foreign currency. The employer shall mention the provision regarding conversion of such foreign currency to Indian Rupees]

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

### **12.1 Earnest Money Deposit**

- (a) The cost of the Proposal documents (non-refundable) should be deposited online through online mode.
- (b) Proposals not accompanied by EMD shall be rejected as non-responsive.
- (c) All payments regarding processing fee, purchase of Proposal document and deposit of earnest money shall be strictly through online mode (e-payment) only. Consultants are advised to open bank accounts with core banking solution branches (with NEFT/RTGS facility).
- (d) Earnest Money Deposit (EMD) of the amount specified for the Proposal in the table given in Section 1. Letter of Invitation, which should be paid online mode on e-portal <http://www.eproc.punjab.gov.in> before uploading of proposal rates OR as specified in proposal document. The proof of the same shall be uploaded in Technical Proposal part.
- (e) No interest shall be payable by the Employer for the sum deposited as earnest money deposit.

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

- (a) If Proposal is withdrawn during the validity period or any extension agreed

- by the consultant thereof.
- (b) 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.
- (c) If the consultant tries to influence the evaluation process.
- (d) If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

### **13. Bid Processing Fees**

The Bidding Documents can be downloaded from website: <http://www.eproc.punjab.gov.in> on payment of Rs. 1000/- through e-banking and processing fee of Rs.5000/- +18% GST). The document downloaded from website should not be tampered, and if any such tampering is detected before or after the opening of Proposal, the Consultant shall be debarred for a period of 6 months.

### **14. Submission, Receipt, and Opening of Proposal**

- 14.1 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.
- 14.2 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 or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be submitted online mode on e-portal <http://www.eproc.punjab.gov.in>
- 14.3 The all copies of the Technical Proposal shall be placed in folder clearly marked "TECHNICAL PROPOSAL" Similarly, the Financial Proposal shall be placed in a separate folder clearly marked "FINANCIAL PROPOSAL". The Employer shall not be responsible for misplacement, losing or premature opening if the documents are not placed on portal as stipulated. This circumstance may be case for Proposal rejection.  
If the Financial Proposal is not submitted online in a separate folder as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 14.4 The Proposals must be submitted before the deadline for submission as specifies in table under Section 1. Letter of Invitation.

## **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:**

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.

- 15.4 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. 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.

### **15.5 Public opening & evaluation of the Financial Proposals:**

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Consultants' representatives who choose to attend.

- 15.6 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. **If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet.** Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.

- 15.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet [The employer shall mention here which method out of all listed method shall be applied for selection of consultant for this assignment / job]. 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. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

## **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

S. No. of Data Sheet	Ref of ITC	Particulars	Data Description
1.	2.2	Name of the Employer:	Punjab Municipal Infrastructure Development Company (PMIDC) Represented by: Special Secretary Local Govt., - cum - Chief Executive Officer, Punjab
2.	2.2	Name of the Assignment/ job is:	Project Development and Management Consultant (PDMC) for Atal Mission for Rejuvenation and Urban Transformation 2.0 (AMRUT 2.0) and Balance work of AMRUT 1.0
3.	2.5	A pre-proposal meeting will be held: [If yes, indicate date, time and venue]	No Date: NA Time: NA Venue: NA
4	2.5	The Employer's representative is:	<b>General Manager (Project),</b>
		Address:	Punjab Municipal Infrastructure Development Company, (PMIDC). 5 <sup>th</sup> Floor, Room No. 511, Punjab Municipal Bhawan, Plot no -3, Dakshin Marg, Sector 35-A, Chandigarh, 160022, Punjab, India.
		Telephone:	0172-2619162-63-71
		E-mail:	gmp.pmidc@punjab.gov.in

S. No. of Data Sheet	Ref of ITC	Particulars	Data Description
5	2.6	The Employer will provide the following inputs and facilities:	Working Space/ office space to the selected consultant shall be provided by the employer. However, in case the same is not available, the consultant shall ensure setting up of his office in the nearby areas in any other premises on its own. The rent shall be reimbursed as per the cost mentioned in S.no. 4 in Form FIN-4.
6		The Employer envisages the need for continuity for downstream work:	No
7	8.1	Proposals must remain valid days after the submission date, i.e. until:	120 days
8	4.1	Clarifications may be requested not later than days before the submission date.	12 days
		The address for requesting clarifications is:	Shri V.P. Singh <b>General Manager (Project),</b> Punjab Municipal Infrastructure Development Company, (PMIDC).
		E-mail:	gmp.pmidc@punjab.gov.in
9.	9.3 (a)	Sub Consultant	Name of (if proposed) shall also be mentioned along with technical details
10.	9.3 (b)	The estimated number of Professional staff-months required for the Assignment/job is:	1884
11	9.4	Technical Proposal (TP) forms	In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section 4). Submission of

S. No. of Data Sheet	Ref of ITC	Particulars	Data Description
			the technical and financial proposal in improper form will render the proposal liable to be rejected.
12.	9.4	The formats of the Technical Proposal to be submitted online are: (with index and page no.)	
		Form Tech 1: Letter of Proposal submission	
		Form Tech 2 : Consultant's organization & experience	
		Form Tech 3 : Comments & suggestions on TOR	
		Form Tech 4 : Approach & methodology	Maximum of 20 pages including charts and diagrams
		Form Tech 5 : Team composition	
		Form Tech 6 : Curriculum vitae	
		Form Tech 7 : Work Schedule	
		Form Tech 8 : Staffing Schedule	
		Form Tech 9: Comment / modification suggested on draft contract.	
		Form Tech 10: Information regarding any conflicting activities and declaration thereof.	
14.		Training is a specific component of this Assignment/job	NO

S. No. of Data Sheet	Ref of ITC	Particulars	Data Description
13.	11.1	Currency: Consultant to state the cost in	Indian Rupees
14.	14.3	Consultant must submit the original and 1 (One) copy of the Technical Proposal, and the original of the Financial Proposal.	Online separate document for Technical Proposal and for Financial Proposal.
15.	15.4	Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	Detailed evaluation
16.	15.7	Method of Selection	Quality (70%) cum Cost (30%) Based Selection QCBS - 70:30

#### **19. Procedure for Detailed evaluation of technical qualifications:**

For eligibility, the Consultant shall have atleast:

1. The Consultant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs.**10 (Ten) crores** during the last three (3) financial years;
2. Should have Experience in atleast 5 (Five) similar assignments (Project Management Units/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for similar assignments at government levels (Central/ State/ Municipal)

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)	<b>Specific experience of the consultant firm relevant to the assignment / job</b>	<b>30 marks</b>
----	------------------------------------------------------------------------------------	-----------------

	<b>Sub criteria</b>	
a	Experience as project management consultant/ Design and /or Supervision consultant in urban ( <b>Water Supply</b> ) sector issues with value of contract (for consultancy service) of at least Rs100 lakh. (1 mark per project subject to maximum 10 marks)	10 marks
b	Experience as project management consultant/ Design and /or Supervision consultant in urban ( <b>Sewerage and Drainage</b> ) sector issues with value of contract (for consultancy service) of at least Rs100 lakh. (1 mark per project subject to maximum 10 marks)	10 marks
c	Experience in Rejuvenation of water bodies (including urban wetland) and / or creation of green spaces  (0.6 marks per project subject to maximum 6 marks)	6 marks
d	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study). ( 0.4 marks per project subject to maximum 4 marks)	4 marks
ii)	<b>Proposed methodology and work plan in response to the terms of reference.</b>	<b>10 marks</b>
	Sub-criteria	
	a) Technical approach & methodology	4 marks
	b) Work plan	4 marks
	c) Organisation & staffing	2 marks
iii)	<b>Key professional staff: Qualification &amp; competency for the assignment / job.</b>	<b>60 marks</b>

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**)

**Key Professionals qualifications and competence for the Assignment:**

{Notes to Consultant: each position number corresponds to the same for the Key Professionals in Form TECH-5 to be prepared by the Consultant}

<b>S. No.</b>	<b>Professionals Position</b>	<b>Marks</b>
1	Team Leader cum Project Management Specialist	6
2	Deputy Team Leader/ Construction Manager (Quality Control)	4
3	Design Engineer (Water Supply and WTP ) - I	4
4	Design Engineer (Water Supply and WTP) - II	4
5	Design Engineer (Sewerage , STP and Drainage)	4
6	Procurement Specialist - I	4
7	Procurement Specialist - II	4
8	Procurement Specialist – III	2
9	Project Coordinator-cum-Monitoring Specialist	4
10	Quantity Surveyor – I	4
11	Quantity Surveyor – II	4
12	Quantity Surveyor – III	2
13	Electrical and Instrumentation Specialist	4
14	Electrical and Instrumentation Specialist (Quality Control)	4
15	Mechanical Engineer	3
16	Mechanical Engineer (Quality Control)	3
	<b>Total (iv)</b>	<b>60</b>

**Qualifications and competency of each of the key professional as per (iv) above will be evaluated separately. The marks for key professionals will be further divided as under:**

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

<b>a)</b>	<b>Educational Qualifications &amp; Skills:</b>	<b>20%</b>
	Essential 15%	
	Desirable 5%	
<b>b)</b>	<b>Adequacy for the assignment / job</b>	<b>70%</b>



	<b>(Experience in carrying out similar assignment/job)</b>	
	Essential 50%	
	Desirable 20%	
<b>c)</b>	<b>Experience of Urban Sector Projects in Punjab State</b>	<b>10%</b>
	Project for Punjab ULBs 7%	
	Project for Punjab, other than Punjab ULBs 3%	

**Part B Total marks (i+ii+iii+iv) = 100**

**The minimum technical score (St) required to pass is: 70**

***Note: If any Key Expert gets below 70% points, a qualified replacement shall be provided at quoted remuneration rate during contract negotiation.***

**Method of Selection:**

**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**

**The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**

$Sf = 100 \times Fm / F$ , in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

**The weights given to the Technical (T) and Financial (P) Proposals are:**

**T = 70%**

**P = 30%**

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:  $S = St \times T\% + Sf \times P\%$ .

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.

20.	Expected date for commencement of consulting Assignment/job	01.07.2022
21.	Location for performance assignment / job:	State office at Chandigarh & regional office at Ludhiana or any other City of Punjab

## **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] 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	:		Reference/ page no. of Document
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 / Blacklisted 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:

<b>Sr. No.</b>	<b>Name of Member</b>	<b>Role (Specify Lead Member/ Other Member)</b>	<b>Reference/ page no. of Document</b>
1.			
2.			

## Form 2B: Format for Financial Capability of the Consultant

(Equivalent in Rs. crores)

<b>Consultant*</b>	------(Name of Consultant)						
<b>FY</b>						<b>Total</b>	<b>Average</b>
<b>Annual Turnover</b>							
<b>Net Profit</b>							

**Certificate from 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.  
The Consultant should attach copy of balance sheets duly signed by their CA
- Reference/ page no. of Document be given

**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 similar to that in the RFP.
- Reference/ page no. of Document be given

• 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:	

The Consultant should attach completion certificate of each project issued by authorized Engineer / Officer of the concerned department.

**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 similar to that in the RfP.
- Reference/ page no. of Document be given

• 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:	

The Consultant should attach completion certificate of each project issued by authorized Engineer / Officer of the concerned department.



**Form 2D: Experience as project management consultant/ Design and /or Supervision consultant in urban (Water Supply) sector issues with value of contract (for consultancy service) of at least Rs100 lakh.**

- List projects similar to that in the RfP.
- Reference/ page no. of Document be given

• 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:	

The Consultant should attach completion certificate of each project issued by authorized Engineer / Officer of the concerned department.

**Form 2E: Experience as project management consultant/ Design and /or Supervision consultant in urban (Sewerage and Drainage) sector issues with value of contract (for consultancy service) of at least Rs100 lakh.**

- List projects similar to that in the RfP.
- Reference/ page no. of Document be given

• 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:	

The Consultant should attach completion certificate of each project issued by authorized Engineer / Officer of the concerned department.

## Form 2F: Experience in Rejuvenation of water bodies (including urban wetland) and / or creation of green spaces

- List projects similar to that in the RfP.
- Reference/ page no. of Document be given

• 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:	

The Consultant should attach completion certificate of each project issued by authorized Engineer / Officer of the concerned department.

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

- List projects similar to that in the RfP.
- Reference/ page no. of Document be given

• 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:	

- The Consultant should attach completion certificate of each project issued by authorized Engineer / Officer of the concerned department.

## 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-7.

**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

### Schedule -'A' Key Professionals

Sr No	Key Professionals Position	Nos	Name of Person	Area of Expertise	Proposed Man-month
<b>Key Professionals (CVs to be evaluated during technical evaluation)</b>					
1	Team Leader cum Project Management Specialist	1			48
2	Deputy Team Leader/ Construction Manager (Quality Control)	1			48
3	Design Engineer (Water Supply and WTP ) - I	1			48
4	Design Engineer (Water Supply and WTP) - II	1			48
5	Design Engineer (Sewerage , STP and Drainage)	1			48
6	Procurement Specialist - I	1			48
7	Procurement Specialist - II	1			48
8	Procurement Specialist - III	1			24
9	Project Coordinator-cum-Monitoring Specialist	1			48
10	Quantity Surveyor - I	1			48
11	Quantity Surveyor - II	1			48
12	Quantity Surveyor - III	1			24

<b>Sr No</b>	<b>Key Professionals Position</b>	<b>Nos</b>	<b>Name of Person</b>	<b>Area of Expertise</b>	<b>Proposed Man-month</b>
13	Electrical and Instrumentation Specialist	1			48
14	Electrical and Instrumentation Specialist (Quality Control)	1			48
15	Mechanical Engineer	1			48
16	Mechanical Engineer (Quality Control)	1			48
	<b>Total</b>	<b>16</b>			<b>720</b>

#### **Schedule -'B' Other Professionals**

<b>Sr No</b>	<b>Other Professionals Position</b>	<b>Nos</b>	<b>Name of Persons</b>	<b>Area of Expertise</b>	<b>Proposed Man-month</b>
	<b>Other Professionals (CVs shall not be evaluated during technical evaluation)</b> 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	PPP Expert	1			12
2	NRW cum 24X7 Water Supply Specialist	1			12
3	Solid Waste Management Expert	1			12
4	Structural Engineer	1			12
5	Septage Management	1			12



<b>Sr No</b>	<b>Other Professionals Position</b>	<b>Nos</b>	<b>Name of Persons</b>	<b>Area of Expertise</b>	<b>Proposed Man-month</b>
	Expert				
6	IT/ MIS Expert	2			24
7	Social Development, Resettlement cum IEC Expert	1			12
8	Environmental Specialist	1			12
9	Assistant Water and Supply Network Modelling Specialist	2			96
10	Assistant Construction Manager / Project Coordinator (Quality Control)	3			144
11	Assistant Project Coordinator-cum-Monitoring Specialist	2			96
12	Assistant Engineer	3			144
13	Assistant Engineer (Quality Control)	10			480
14	Assistant Architect	2			96
	<b>Total</b>	<b>30</b>			<b>1164</b>

### Schedule -'C' - Support Personnel's

S. No	Support Personnel's Position	Duration (months)	Nos	Proposed Man-month
<b>Support Personnel (CVs shall not be evaluated during technical evaluation)</b> The CVs of these professional shall not be evaluated at the technical proposal level and <b>need not to submit the CV</b> 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	48	5	240
2	Surveyor	48	1	48
3	Draftsman	48	2	96
4	Office Manager	48	1	48
5	Office Manager	48	1	48
6	Data Entry Operators	48	3	144
7	Data Entry Operators	48	2	96
8	Assistants	48	4	192
9	Assistants	48	2	96
	<b>Total</b>		<b>21</b>	<b>1008</b>

**CURRICULUM VITAE (CV) FOR PROPOSED  
PROFESSIONAL STAFF**

1. Proposed Position:  
[For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm:  
[Insert name of firm proposing the staff]:
3. Name of Staff:  
[Insert full  
name]:
4. Date of Birth:
5. Nationality:
6. Education:(In view of ToR Qualifications, Skills requirement)  
[Indicate college/university and other specialized education of staff member, giving  
names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:  
[List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking,  
reading, and writing]:
11. Employment Record:  
[Starting with present position, list in reverse order every employment held by staff  
member since graduation, giving for each employment (see format here below):  
dates of employment, name of employing organization, positions held.]:  
  
From [Year]:                      To Year]:  
  
Employer:  
  
Positions held:

12. Detailed Tasks Assigned (In view of ToR Experience requirement)  
[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or

project: Year:

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]:

## WORK SCHEDULE AND PLANNING FOR DELIVERABLES

S. No.	Activity Deliverables 1 (D-..)	Months										Total Months
		1	2	3	4	..	..	..	..	..	n	
												48
D-1	1											
	2											
D2	1											
	2											

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase. 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 a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

# STAFFING SCHEDULE

## TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

S. No.	Name	Position	Expert's input (in person/month) per each Deliverable (listed in TECH-8) (in the form of a bar chart)										Total Months
			1	2	3	4	..	..	..	..	..	n	
1	e.g. Mr xx												48

### Note:

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the ToR
- 2 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 3 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 4 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.
- 5 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

**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

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

**(FIN-1 to FIN-4 shall be submitted on the Punjab Government e-procurement portal:  
<http://eproc.punjab.gov.in> as RAR file for Financial Proposal)**

## **FINANCIAL PROPOSAL SUBMISSION FORM**

**(FIN-1 shall be submitted in PDF format on letter pad as part of RAR file for Financial Proposal i.e. along with excel file)**

---

[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 figures<sup>1</sup>]. This amount is inclusive of the all Domestic taxes excluding GST. 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:

---

<sup>1</sup>Sub Total (A) as per Form FIN 2

## FORM FIN-2

### SUMMARY OF COSTS

Item	Cost
	<i>(Consultant must state the proposed Costs i Payments will be made in the currency (ies) expressed. )</i>
	Amount in INR
<b>Cost of the Financial Proposal</b>	
<b>Including:</b>	
(1) Remuneration	-
(2) Reimbursable <i>Expenses</i>	-
<b>Total Cost of the Financial Proposal Sub-Total A</b>	-
<b>Non-Competitive Components</b>	
(3) Contingency	-
(4) Provisional Sums	
(i)----- {insert type of tax: e.g., GST}	
(ii)----- {e.g., income tax on non-resident experts}	
(iii)-----{insert type of tax}	
<b>Total Estimate for Indirect Local Tax:</b>	-

**Footnote: Payments will be made in the currency(ies) expressed above (i.e. in INR)**

*(Submit on the Punjab Government e-procurement portal: <http://eproc.punjab.gov.in>. as RAR file for Financial Part)*

Authorized Signature

Name: .....

Designation .....

Name of firm:

Address:

## FORM FIN-3

### BREAKDOWN OF REMUNERATION (Key Professional, Other Professional Staff and Support Staff)

#### A. Key Professionals

No.	Position (as in TECH-6)	Name	Person month Remuneration rate In INR	Person month (this must be same as specified at TECH-05)	Value in INR
1	2	3	4	6	7
	<b>A. Key Professionals</b>				
1	Team Leader cum Project Management Specialist			48	-
2	Deputy Team Leader/ Construction Manager (Quality Control)			48	-
3	Design Engineer (Water Supply and WTP ) - I			48	-
4	Design Engineer (Water Supply and WTP) - II			48	-
5	Design Engineer (Sewerage , STP and Drainage)			48	-
6	Procurement Specialist - I			48	-
7	Procurement Specialist - II			48	-
8	Procurement Specialist - III			24	-
9	Project Coordinator-cum-Monitoring Specialist			48	-
10	Quantity Surveyor - I			48	-
11	Quantity Surveyor - II			48	-
12	Quantity Surveyor - III			24	-
13	Electrical and Instrumentation Specialist			48	-
14	Electrical and Instrumentation Specialist (Quality Control)			48	-

No.	Position (as in TECH-6)	Name	Person month Remuneration rate In INR	Person month (this must be same as specified at TECH-05)	Value in INR
15	Mechanical Engineer			48	-
16	Mechanical Engineer (Quality Control)			48	-
		<b>Sub-Total: A Key Professionals</b>		<b>720</b>	-

## B. Other Professionals

No.	Position (as in TECH-6)	Name	Person month Remuneration rate in INR	Person month	Value in INR
1	2	3	4	6	7
	<b>B. Other Professional</b>				
1	PPP Expert			12	-
2	NRW cum 24X7 Water Spplly Specialist			12	-
3	Solid Waste Management Expert			12	-
4	Structural Engineer			12	-
5	Septage Management Expert			12	-
6	IT/ MIS Expert			24	-
7	Social Development, Resettlement cum IEC Expert			12	-
8	Environmental Specialist			12	-
9	Assistant Water Supply and Network Modelling Specialist			96	-
10	Assistant Construction Manager / Project Coordinator (Quality Control)			144	-
11	Assistant Project Coordinator-cum-Monitoring Specialist			96	-
12	Assistant Engineer			144	-
13	Assistant Engineer (Quality Control)			480	-

No.	Position (as in TECH-6)	Name	Person month Remuneration rate in INR	Person month	Value in INR
14	Assistant Architect			96	-
		<b>Sub-Total:B Other Professional</b>		<b>1164</b>	-

### C. Support Professionals

No	Position (as in TECH-6)	Nos	Person month Remuneration rate in INR	Person month	Value in INR
1	2	4		6	7
	<b>C. Support Professionals</b>				
1	Other Support Staff	5		240	-
2	Surveyor	1		48	-
3	AutoCad Operator	2		96	-
4	Office Manager cum Data Entry Operator (Hqs)	1		48	-
5	Office Manager cum Data Entry Operator (Quality Control Project Hqs)	1		48	-
6	Data Entry Operators (Hqs)	3		144	-
7	Data Entry Operators (Quality Control Project Hqs)	2		96	-
8	Assistants (Hqs)	4		192	-
9	Assistants (Quality Control Project Hqs)	2		96	-
	<b>Sub-Total:C Support Professional</b>	<b>21</b>		<b>1008</b>	-
			<b>Grand total (A+B+C)</b>		-

**Note:** Key: Professional and the Professional category to be indicated, Assistants and Junior Professionals should be indicated separately.

1. Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 8.
2. Indicate separately staff-month rate for each activity separately.

## FORM FIN-4

### BREAKDOWN OF REIMBURSABLE EXPENSES

S. No.	Type of Reimbursable Expenses	Unit	Qty	Unit Cost in INR	Value of expenses in INR
	<b>(A) Reimbursable Expenses</b>				
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	2000		-
2	Cost of office operation, including overheads and back-stop support at central (Chandigarh) office	Per Month	48		-
3	Cost of office operation, including overheads and back-stop support at Quality Control Project Hqs	Per Month	48		-
4	Cost of office accommodation at Central office Chandigarh city and Control Project Hqs with power and water charges complete (2 * 48)	Per Month	96		-
5	Local Transport at Central Office Chandigarh (2*48) and at Quality Control Project Hqs (3*48)	Per Month	96		-
6	Communication Costs to all personnel and Office at Central office Chandigarh	Per Month	48		-
7	Communication Costs to all personnel and Office at Quality Control Project Hqs (48*1)	Per Month	48		-
8	Cost of Reports Production (including printing) and delivering to the Client at Site Offices and Central office (48*2)	Per Month	96		-
9	Other Allowance where Applicable		LS		-
	<b>Sub- Total</b>				-
	<b>(B) Provisional Sums</b>				
1	Office Equipment	LS			
2	Survey, Tests, Investigation and Reports etc.	LS			
3	Workshops and Seminar	LS			
4	Intercity Travels	LS			
5	Software's	LS			
	<b>Total Provisional Sums (B)</b>				
	<b>(C) Contingency</b>				-

Legend:

"Per diem allowance" is paid for each night, the expert is required by Contract to be from his/her usual place of residence

## **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-5 & 8, 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 finalise at Contract Negotiations



(v) **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 finalise at Contract Negotiations.

(vi) **Report Production**

The Consulting firm is required to quote lump sum expenses for Report Production as required for the project. The arrangement for payments be finalised 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 propriety. The Financial propriety 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. Approval from the employer is required.

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. Approval from the employer is required.

**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*.

Refer Operational Guidelines October 2021 for AMRUT 2.0 issued by Ministry of Housing and Urban Affairs (MoHUA) is available on site. Link is as given below for the details of AMRUT 2.0 mission and role of PDMC in detail: <https://mohua.gov.in/upload/uploadfiles/files/AMRUT-Operational-Guidelines.pdf>

### **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 2.0 (AMRUT 2.0).

It is proposed under AMRUT 2.0 that States may appoint “Project Development and Management Consultants (PDMCs). PDMC has been envisaged as an end-to-end consultant, supporting States/ULBs.

16 cities of Punjab having population more than one lakh, have been approved under AMRUT scheme of Govt. of India (i.e. AMRUT 1.0) were by the Govt. of India and are under execution about 50% expenditure is incurred. The AMRUT scheme is up to 31.03.2023 and thereafter, works will be completed from state funds. Under this scheme, works amounting to Rs. 2872 Cr. have been awarded and are under various stages of execution and expenditure is about Rs. 1400 Cr. and balance work of about Rs.1472 Cr. are under execution. The balance work is also part of scope of PDMC for AMRUT 2.0

Under AMRUT 2.0, MoHUA in partnership with States aims to achieve functional tap connections to all households, undertaking water source consolation/ augmentation, rejuvenation of water bodies and wells, recycle/re-use of treated used water and rainwater harvesting. Mission is to extend the ease of living by upscaling universal coverage in water supply in all the 173 statutory towns of Punjab and universal coverage of sewerage and septage management to 16 AMRUT cities of Punjab. The AMRUT 2.0 will continue up to FY 2025-26.

## **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 review, 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. IMLEMENTATION ARRANGEMENT**

The Punjab Municipal Infrastructure Development Company (PMIDC) in the State of Punjab is the nodal agency for the project. The State Mission Directorate (SMD), headed by Administrative Secretary, Local Govt./ CEO, PMIDC 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 with PWSSB 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 review professionals) at respective capital city of the state i.e. Chandigarh and multiple/ single field office/s (comprising of project quality control professionals). Supervision of execution of works will be with PWSSB/ DWSS/ ULBs but Quality Control of Works will be ensured by PDMC.

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 Water Balance Plans (CWBP). The implementation of Mission will be paperless. Preparatory steps (CWBP, CWAP, SWAP, reform roadmap), project planning, reform outcome achievement reporting, functional outcome reporting, evidences reporting, progress reporting and claims will be made on a robust online technology platform. Industry, community and implementing agencies will be on boarded on a collaborative platform.

2. CWBPs will comprise details of water sources including water bodies, water treatment and distribution infrastructure, area-wise water coverage, status of NRW and sewerage network including STPs etc. PDMC will provide support to ULBs to get compiled baseline data on household water tap and sewer/ septage connections, and gaps in service delivery will be worked out. Based on assessed gaps, potential projects will be identified targeting functional outcomes.
3. State and ULBs will target to achieve universal coverage of water supply to all households in all ULBs and sewer/ septage connections in 16 AMRUT cities through projects proposed under AMRUT 2.0, ongoing AMRUT projects and projects/ initiatives funded by State/ ULB funds, XV FC grants, funding from external sources and PPP etc. The extent of gaps proposed to be filled through each of aforementioned sources will be clearly identified. CWBPs will be filled on the online formats provided for this purpose on the portal. CWBP should also be published on respective ULB and State websites.
4. CWAP will comprise the list of projects proposed by the ULB in the priority sectors of water supply; sewerage/ septage management; rejuvenation of water bodies including green spaces & parks. It will be ensured that projects are taken up with a view to meet 20% of city water demand through recycle/ reuse of treated used water. The projects proposed under AMRUT 2.0 and ongoing/ proposed projects through sources other than AMRUT 2.0 in three sectors will be provided. CWAPs will be submitted to SHPSC by State Mission Director online on Mission portal.
5. Projects amounting to at least 10% of total project allocation for all cities with population above ten lakh (million plus cities) in a State will be mandatorily taken up in PPP mode. Such projects maybe identified in the CWAPs.
6. PDMC with support of ULBs will furnish year-wise roadmap of providing household water tap connections with a view to achieve universal coverage of water supply. Likewise, roadmap of achieving universal coverage of household sewer/ septage connections in 16 AMRUT cities will also be furnished.
7. SWAPs will be prepared aggregating CWAPs. SWAPs will comprise entire list of projects, city-wise and sector-wise, proposed to be undertaken by States/ UTs. Cost of projects taken up will exclude cost of land acquisition. SWAP will include project wise number of proposed new household water tap connections, sewer connections and coverage of existing water tap and sewer connections to be augmented, which shall be outcomes of such projects. The projects to be implemented in PPP mode will be clearly identified. It will be ensured that projects are taken up only when land is available with clear title without any disputes. SWAPs will be submitted on portal to Apex committee in

three tranches. The first tranche will be submitted within five to nine months, second tranche within twelve to sixteen months and third tranche preferably within twenty-four months of launch of Mission. It can be submitted in advance also.

8. SWAPs will be approved by SHPSC before progressing to Apex Committee. State High Powered Steering Committee (SHPSC), while approving the SWAP will consider the following:
  - i SWAP is oriented towards achieving desired functional outcomes such as universal coverage of water supply and sewerage/ septage management,
  - ii Water body rejuvenation and parks & green spaces parks have been taken in specified proportion,
  - iii Water supply projects oriented towards 24x7 water supply in AMRUT cities have been taken,
  - iv There is no duplication of projects with AMRUT or any other government schemes,
  - v Low economic and informal settlements are duly included in SWAP,
  - vi At least meeting 10% of fund allocation in PPP projects as mandated have been included for million plus cities,
  - vii Projects facilitating Rural-Urban Synergy have been taken up wherever feasible,
  - viii Every city should achieve universal coverage and become water secure through either AMRUT 2.0 or any other funding. State assures that all the cities are moving in this direction,
  - ix It will also be ensured that used water (wastewater) is treated and put to reuse to meet 20% of cities water demand and 40% of Industry water demand in aggregate at the state level.
  - x Projects being proposed in SWAP will have O&M for at least five years to be funded by way of levy of user charges or other revenue streams. Project cost will exclude O&M. ULBs shall fund O&M through an appropriate cost recovery mechanism in order to make them self-reliant and cost effective.
9. Projects as per approved SWAP will be planned, tendered, awarded and implemented. In order to ensure efficient implementation of projects, the States/ UTs, ULBs should follow an approach wherein end-to-end support for project design, development, implementation and management is provided to ULBs/ States/ UTs by external entities (PDMCs). Maintenance and upkeep of the assets created will be responsibility of the State/ UT/ ULB. Smart elements will be part of the projects.
10. The achievement of mission objectives will be monitored through an online module. This module will directly be the precursor for availing funds.

Therefore, the portal needs to be regularly updated by State/ UT/ ULB functionaries for flow of information and sanctioning of funds. The fields to be updated will include physical progress, financial progress, documents required for seeking central assistance, photographs, videos, third party reports, etc. The progress reported on portal will be randomly verified through citizen/ third party feedback. Implementing agencies and community stakeholders will also be facilitated to access the portal and upload the progress and feedback.

11. The Consulting Firms should explore the possibility of using Public Private Partnerships (PPP), which should be the preferred execution model.
12. For project identified and approved, 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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 SWAPs. Periodic second stage consultations for taking useful feedback will also be facilitated by PDMCs during implementation phase.
18. All the works have to be done according to the mission statement and guidelines of Atal Mission for Rejuvenation and Urban Transformation 2.0 (AMRUT 2.0) as issued by MoUD.



## 5. SCOPE OF WORK

The scope of PDMC under the proposed mission comprises components namely ***Design review, Supervision and Project Management***. PDMC will identify projects on the basis of SWAPs 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 existing works of AMRUT-1 will also be in the scope of PDMC. Further, the Consultant will be responsible for undertaking the designing, planning and supervision of any other work under AMRUT-1 or any other work as assigned by the employer. There will be a team for quality control of existing and projects under AMRUT 2.0. The following ongoing major projects will also be in the scope of PDMC for Quality Control of Works:

- i. Surface Water Supply Project Jalandhar (Award cost Rs. 465.20 Cr)
- ii. Surface Water Supply Project Patiala (Award cost Rs. 288.37 Cr)
- iii. Abatement of Pollution of Buddha Nallah Ludhiana (Award cost Rs. 519.00 Cr)
- iv. Work of 3 STPs of Chhoti Nadi and Badi Nadi project.

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 sup 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 & updating of the existing Detailed Project Reports available with City/State/ PWSSB;

- 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 (IEE) 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 sup 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 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 Sub-projects;
- iv. Prepare construction supervision manual and maintenance manual;
- v. Interpretation of the technical specifications for each subproject
- vi. 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 i.e. **The total duration of the assignment shall be 48 months.**

#### Schedule -'A' Key Professionals

Sr No	Position	Location	Nos	Duration (months)
<b>Key Professionals (CVs to be evaluated during technical evaluation)</b>				
1	Team Leader cum Project Management Specialist	Chandigarh	1	48
2	Deputy Team Leader/ Construction Manager (Quality Control)	Chandigarh/ Other Project Hqs	1	48
3	Design Engineer (Water Supply and WTP ) - I	Chandigarh	1	48
4	Design Engineer (Water Supply and WTP) - II	Chandigarh	1	48
5	Design Engineer (Sewerage , STP and Drainage)	Chandigarh	1	48
6	Procurement Specialist - I	Chandigarh	1	48
7	Procurement Specialist - II	Chandigarh	1	48
8	Procurement Specialist - III	Chandigarh	1	24
9	Project Coordinator-cum-Monitoring Specialist	Chandigarh	1	48
10	Quantity Surveyor - I	Chandigarh	1	48
11	Quantity Surveyor - II	Chandigarh	1	48
12	Quantity Surveyor - III	Chandigarh	1	24
13	Electrical and Instrumentation Specialist	Chandigarh	1	48
14	Electrical and Instrumentation Specialist (Quality Control)	Chandigarh/ Other Project Hqs	1	48
15	Mechanical Engineer	Chandigarh	1	48
16	Mechanical Engineer (Quality Control)	Chandigarh/ Other Project Hqs	1	48

### Schedule -'B' Other Professionals

Sr No	Position	Location	Nos	Duration (months)
	<b>Other Professionals (CVs shall not be evaluated during technical evaluation)</b> 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	PPP Expert	Chandigarh	1	12
2	NRW cum 24X7 Water Supply Specialist	Chandigarh/ Other Project Hqs	1	12
3	Solid Waste Management Expert	Chandigarh	1	12
4	Structural Engineer	Chandigarh	1	12
5	Septage Management Expert	Chandigarh	1	12
6	IT/ MIS Expert	Chandigarh	2	12
7	Social Development, Resettlement cum IEC Expert	Chandigarh/ Other Project Hqs	1	12
8	Environmental Specialist	Chandigarh/ Other Project Hqs	1	12
9	Assistant Water Supply and Network Modelling Specialist	Chandigarh	2	48
10	Assistant Construction Manager / Project Coordinator (Quality Control)	Chandigarh	3	48
11	Assistant Project Coordinator-cum-Monitoring Specialist	Chandigarh	2	48
12	Assistant Engineer	Chandigarh	3	48
13	Assistant Engineer (Quality Control)	Chandigarh/ Other Project Hqs	10	48
14	Assistant Architect	Chandigarh	2	48

### Schedule -'C' - Support Personnel's

Sr No	Position	Location	Nos	Duration (months)
<b>Support Personnel (CVs shall not be evaluated during technical evaluation)</b> 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	Chandigarh	5	48
2	Surveyor	Chandigarh	1	48
3	AutoCad Operator	Chandigarh	2	48
4	Office Manager cum Data Entry Operator	Chandigarh	1	48
5	Office Manager cum Data Entry Operator	Chandigarh/ Other Project Hqs	1	48
6	Data Entry Operators	Chandigarh	3	48
7	Data Entry Operators	Chandigarh/ Other Project Hqs	2	48
8	Assistants	Chandigarh	4	48
9	Assistants	Chandigarh/ Other Project Hqs	2	48

## 6.2 Qualification Requirements for the Key experts

### A. Key Professionals

Experts Title	Qualifications, Skills & Experience	Responsibility
	<ul style="list-style-type: none"> <li>• <b>Essential:</b> Graduate in Civil Engineering</li> <li>• <b>Desirable:</b> Post Graduate in Management/ Master's in Planning</li> <li>• <b>Essential:</b> 15 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Drainage/ Solid Waste Management)</li> <li>• <b>Desirable:</b> <ul style="list-style-type: none"> <li>✓ Experience in leading the team</li> <li>✓ Experience in FIDIC contract conditions</li> <li>✓ Experience of AMRUT Projects</li> <li>✓ Experience of Urban Sector Projects</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Review of DPRs and assisting to PMIDC in meetings</li> <li>• Responsible for overall management and administration of the project components during design and construction;</li> <li>• Advice on procurement and bidding process</li> <li>• Construction supervision, quality monitoring, contract management;</li> <li>• Establishment of Construction Management and Project Performance Monitoring and Reporting System;</li> <li>• Assist in resolving contractual issue during implementation;</li> <li>• Preparation of Progress as well as Project Completion Report;</li> <li>• Scheduling and ensuring timely mobilization/ demobilization of team members</li> </ul>
Deputy Team Leader/ Construction Manager (Quality Control)	<ul style="list-style-type: none"> <li>• <b>Essential:</b> Graduate in Civil Engineering with 10 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Solid Waste Management)</li> <li>• <b>Desirable:</b> <ul style="list-style-type: none"> <li>✓ Experience in leading the team shall be advantage</li> <li>✓ Experience in FIDIC contract conditions</li> <li>✓ Experience of AMRUT Projects</li> <li>✓ Experience of Urban Sector Projects</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for overall Quality Control / quality assurance and administration of the contracts under the project for the assigned city</li> <li>• Supervise the construction activity appropriately, implementation of work as per design;</li> <li>• Contract management and Performance Monitoring of the contractors</li> <li>• Prepare a construction supervision schedule with timing and resources identified;</li> <li>• Monitor the construction method by assessing the adequacy of the contractor's input materials, labour,</li> </ul>



Experts Title	Qualifications, Skills & Experience	Responsibility
		<p>equipment and construction methods;</p> <ul style="list-style-type: none"> <li>• Furnish the detailed construction drawings as necessary during continuance of the contract;</li> <li>• Assist third party inspections, if necessary, as decided by Client;</li> <li>• Assist the Client in interim and final certification of the bills of payment;</li> <li>• Assist the Client in issue of completion certificates.</li> <li>• Support in preparing Project Completion Report and progress reports</li> <li>• Resolve contractual issue during implementation</li> </ul>
Design Engineer (Water Supply and WTP ) – I and II	<ul style="list-style-type: none"> <li>• <b>Essential:</b> Graduate in Civil Engineering</li> <li>• <b>Desirable:</b> Post Graduate in Environmental Engineering/ Public Health Engineering</li> <li>• <b>Desirable skill:</b> Water Supply Network Designing with EPANET Software / WaterGEMS Software</li> <li>• <b>Essential:</b> 10 years' design / DPR preparation / implementation experience in Water Supply projects</li> <li>• <b>Desirable:</b> Minimum 3 years' Experience of AMRUT Projects</li> <li>• <b>Experience of Urban Sector Projects</b></li> </ul>	<ul style="list-style-type: none"> <li>• Design of water supply works</li> <li>• Appraisal of sub-projects for Water Supply;</li> <li>• Preparing Water Supply master plans for cities</li> <li>• Assist in works Procurement</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> </ul>
Design Engineer (Sewerage, STP & Drainage)	<ul style="list-style-type: none"> <li>• <b>Essential:</b> Graduate in Civil Engineering</li> <li>• <b>Desirable:</b> Post Graduate in Environmental Engineering/ Public Health Engineering</li> <li>• <b>Essential:</b> 10 years' experience in</li> </ul>	<ul style="list-style-type: none"> <li>• Design of wastewater works</li> <li>• Reuse of wastewater</li> <li>• Recycle of wastewater</li> <li>• Appraisal of sub-projects for Wastewater;</li> <li>• Preparing Wastewater/ Sewerage master plans for</li> </ul>

Experts Title	Qualifications, Skills & Experience	Responsibility
	Wastewater Projects <ul style="list-style-type: none"> <li>• <b>Desirable:</b> Experience in waste water design and implementation of AMRUT projects</li> <li>• <b>Experience of Urban Sector Projects</b></li> </ul>	cities <ul style="list-style-type: none"> <li>• Assist in Procurement of works</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> </ul>
Procurement Specialist – I, II & III	<ul style="list-style-type: none"> <li>• <b>Essential:</b> Graduate in Civil Engineering</li> <li>• <b>Desirable skill:</b> Proficient in MS Excel and MS Word</li> <li>• <b>Essential:</b> 10 years' experience in implementation of water supply projects and minimum 5 years' experience of procurement of works.</li> <li>• <b>Desirable:</b> Minimum 3 years' Experience of preparation of DNITs based on Punjab SBD for water supply and Sewerage AMRUT projects</li> <li>• Preparation of water supply projects Proposal/bid documents based on World Bank/ ADB / JICA / based on FIDIC document</li> <li>• <b>Experience of Urban Sector Projects</b></li> </ul>	<ul style="list-style-type: none"> <li>• Procurement of Works &amp; Services as per Punjab SBD / World Bank guidelines including preparation of bid documents, evaluation of bids, contract formation and assisting State/ Cities in award of work</li> <li>• Contract Management</li> </ul>
Project Coordinator-cum-Monitoring Specialist	<ul style="list-style-type: none"> <li>• <b>Essential: Graduate in Civil Engineering</b></li> <li>• <b>Desirable skill:</b> In MS Project, PowerPoint, MS Excel and MS Word</li> <li>• <b>Essential:</b> 10 years' experience of Project Coordinator-cum-Monitoring for Water Supply and Sewerage projects preferably related to urban sector.</li> </ul>	<ul style="list-style-type: none"> <li>• Design and implement suitable Project Coordinator-cum-Monitoring and ensure establishing and proper functioning.</li> <li>• Select a set of performance indicators relating to physical infrastructure development (water, sewerage/ sanitation, urban roads/transport, solid waste management, slum improvement).</li> </ul>

Experts Title	Qualifications, Skills & Experience	Responsibility
	<ul style="list-style-type: none"> <li>• <b>Desirable:</b> Minimum 2 years' Experience of dealing on MS Project and Design and implementation of Management Information System (MIS) for the project</li> <li>• <b>Experience of Urban Sector Projects</b></li> </ul>	<ul style="list-style-type: none"> <li>• Select a set of performance indicators relating to social (resettlement, gender, and indigenous people) and environmental, institutional capacity development including the urban governance, finance, and service delivery improvements.</li> <li>• Establish baseline data for each of the selected indicators by conducting baseline surveys of all indicators, to understand the initial conditions and conduct annual surveys to update the baseline values.</li> <li>• Track project and project implementation activities, target dates, expected inputs, impacts, outcomes and outputs against each indicator to monitor and evaluate the performance of the project and the subprojects under each tranche.</li> <li>• Standardization of formats and reports for dissemination to various stakeholders of the project</li> <li>• Based on the findings, provide an independent monitoring and feedback mechanism to State Government, to ensure that the primary objectives of the project are being met, and recommend ways to modify the project design and implementation mechanisms to meet the primary objectives of the project.</li> <li>• Design a project website and effectively use for PPMS and public information.</li> <li>• Design and implementation of suitable system for E-Governance and E- Procurement.</li> <li>• Design and implementation of Management Information System (MIS) for the project</li> <li>• Updating of data on GoI Portal</li> <li>• Assist in preparation of QPR, annual reports and other mandatory deliverables.</li> </ul>

Experts Title	Qualifications, Skills & Experience	Responsibility
		<ul style="list-style-type: none"> <li>• Coordinate between PMU, PIU and consultant team</li> <li>• Ensure timely delivery of the deliverables</li> <li>• Coordination within field and office activities</li> <li>• Ensure timely availability of Consultant, as required for project, to PMU or respective PIUs</li> <li>• Prepare and submit monthly staff and work schedule to PMU and respective PIUs and ensure implementation.</li> </ul>
Quantity Surveyor – I, II & III	<ul style="list-style-type: none"> <li>• <b>Essential:</b> Diploma in Civil Engineering or Graduate in Civil Engineering</li> <li>• <b>Desirable skill:</b> In MS Excel and MS Word</li> <li>• <b>Essential:</b> Diploma holder shall have 10 years' experience of Water Supply and / or Sewerage projects implementation and 5 years' of experience working as Quantity Surveyor for Water Supply and Sewerage projects;</li> <li>• Graduate in Civil Engineering shall have 5 years' experience of Water Supply and / or Sewerage projects implementation and 5 years' of experience working as Quantity Surveyor for Water Supply and Sewerage projects</li> <li>• <b>Desirable:</b> Shall have 3 years' experience working as Quantity Surveyor for Water Supply and Sewerage for AMRUT projects</li> <li>• Shall have experience of dealing with CSR of Punjab</li> <li>• <b>Experience of Urban Sector Projects</b></li> </ul>	<ul style="list-style-type: none"> <li>• Preparation of estimates for DPRs of water supply projects, sewerage, STPs, ETPs, Green spaces, water body rehabilitations projects etc</li> <li>• Preparation of BoQs for DNITs,</li> <li>• Examination of variations of projects</li> <li>• Justification of rates of tenders</li> <li>• Rate analysis of items not in CSR / BSR</li> <li>• Assisting to TL in evaluation of tenders.</li> </ul>

Experts Title	Qualifications, Skills & Experience	Responsibility
Electrical and Instrumentation Specialist and Electrical and Instrumentation Specialist (Quality Control)	<ul style="list-style-type: none"> <li>• <b>Essential:</b> Graduate in Electrical Engineering</li> <li>• <b>Desirable:</b> Post Graduation in Instrumentation and Control or equivalent</li> <li>• <b>Essential:</b> 7 years' experience in water and sewerage field</li> <li>• Experience in design of equipment size, rating etc of WTP/STP, Pumping Stations &amp; water supply electrical equipment.</li> <li>• Experience in installation</li> <li>• <b>Desirable:</b> Minimum 3 years' experience of preparation of DPRs preparation for electrical &amp; instrumentation for AMRUT projects</li> <li>• <b>Experience of Urban Sector Projects</b></li> </ul>	<ul style="list-style-type: none"> <li>• Design of Electrical/ Instrumentation components</li> <li>• Appraisal of subprojects having Electrical/ Instrumentation component;</li> <li>• Assist Procurement / DNIT preparation</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Quality control in field</li> <li>• Assist in preparation of Project Completion Report</li> </ul>
Mechanical Engineer and Mechanical Engineer (Quality Control)	<ul style="list-style-type: none"> <li>• <b>Essential:</b> Graduate mechanical Engineering</li> <li>• <b>Desirable:</b> Post Graduation in Mechanical Engineering</li> <li>• <b>Essential:</b> 7 years' experience in water and sewerage field,</li> <li>• Experience in design of equipment size, rating etc of WTP/STP, Pumping Stations &amp; water supply mechanical equipment.</li> <li>• <b>Desirable:</b> Minimum 3 years' experience of preparation of DPRs preparation for mechanical part for AMRUT project</li> </ul>	<ul style="list-style-type: none"> <li>• Design of mechanical components</li> <li>• Appraisal of subprojects having mechanical component;</li> <li>• Assist Procurement / DNIT preparation</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> <li>• Quality control in field</li> </ul>

## B. Other Professionals

Experts Title	Qualifications, Skills & Experience	Responsibility
PPP Expert	<ul style="list-style-type: none"> <li>• Graduate Engineer / Masters in Management/ Finance</li> <li>• 10 years' experience in public procurement</li> <li>• Experience in design/ contract management of performance based urban service delivery contracts and contracts on PPP mode.</li> </ul>	<ul style="list-style-type: none"> <li>• Developing performance based contracts on different model at urban service delivery projects in all cities</li> <li>• Preparation of Bid Documents for PPP mode service delivery contracts with assistance from subject experts</li> <li>• Selection of Concessionaires as per the bid documents for PPP mode service</li> <li>• Contract management of performance based urban service delivery contracts and contracts on PPP mode.</li> </ul>
NRW cum 24X7 Water Supply Specialist	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering</li> <li>• 10 years of experience in designing &amp; implementing 24X7 Water Supply projects and reduction of NRW.</li> </ul>	<ul style="list-style-type: none"> <li>• Reduction in Ufw / NRW up to 20%</li> <li>• Formation of DMAs</li> <li>• Measurement of leakages in main lines and domestic service lines</li> <li>• Achieving 24x7 water supply.</li> </ul>
Solid Waste Management Expert	<ul style="list-style-type: none"> <li>• Graduate in Environmental/ Civil Engineering/Mechanical Engineering/ Masters in Environment Planning or related field</li> <li>• 10 years of experience in designing &amp; implementing solid waste management projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Design of municipal solid waste management (SWM) projects</li> <li>• Appraisal of subprojects for SWM;</li> <li>• Preparing comprehensive solid waste management plans for cities</li> <li>• Assist Procurement</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> </ul>
Structural Engineer	<ul style="list-style-type: none"> <li>• Post Graduate in Structures</li> <li>• 7 years' experience in the field of structural</li> </ul>	<ul style="list-style-type: none"> <li>• Structural Design of all project components</li> <li>• Review of structural designs submitted by the contractor</li> </ul>

Experts Title	Qualifications, Skills & Experience	Responsibility
	<p>engineering,</p> <ul style="list-style-type: none"> <li>• Experience in detailed designs of water retaining structures and all other type of engineering structures.</li> <li>• Proficiency in structural design using computer programs.</li> </ul>	<ul style="list-style-type: none"> <li>• Planning and Supervising geotechnical investigations</li> <li>• Ensuring the construction activities are implemented as per design on field;</li> <li>• Support in resolving contractual issues</li> </ul>
Septage Management Expert	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering</li> <li>• Preferably Post Graduate in Environmental Engineering/ Public Health Engineering</li> <li>• 10 years' experience in Septage Management projects</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Preparing Septage Management plans and DPRs for cities</li> <li>• Assist in Procurement of works</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> </ul>
IT/ MIS Expert	<ul style="list-style-type: none"> <li>• Graduate in IT/ Computer Science/ MCA or equivalent</li> <li>• 10 years' experience in IT related field</li> </ul>	<ul style="list-style-type: none"> <li>• Provide Support in IT related / e-gov sector initiatives</li> <li>• Preparation of MIS system</li> <li>• Monitor project / programme using IT techniques/ cyber tools</li> <li>• Support IT related smart solutions in the urban areas</li> </ul>
Social Development cum Resettlement IEC Expert	<ul style="list-style-type: none"> <li>• Post Graduate in Social Science (Preferably in Sociology/ Anthropology/ Social Works)</li> <li>• 7 years' experience in carrying out social studies and □</li> <li>• Masters in Sociology/ Anthropology/ Social Works</li> <li>• 7 years' experience in Social Safeguard Issues, Community Mobilization preferably in Urban Sector</li> </ul>	<ul style="list-style-type: none"> <li>• 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;</li> <li>• Preparation of Resettlement plans, as required</li> <li>• Resettlement monitoring report</li> <li>• Gender Action Plan</li> <li>• Formulation and Implementation of Communications Strategy and Public Relations</li> </ul>

Experts Title	Qualifications, Skills & Experience	Responsibility
	<ul style="list-style-type: none"> <li>• Experience of preparation of RPs etc at urban infrastructure projects</li> </ul>	<ul style="list-style-type: none"> <li>• Public grievance redressal</li> <li>• IEC activities</li> </ul>
Environment Specialist	<ul style="list-style-type: none"> <li>• Post Graduate in Environmental Sciences / Engineering</li> <li>• 7 years related experience;</li> <li>• Experience in carrying out EIA/IEE,EMP etc of urban infrastructure projects</li> </ul>	<ul style="list-style-type: none"> <li>• Environmental and Safeguards Action Plan and monitoring</li> <li>• Preparation of EIA/IEE</li> <li>• Structuring Environment Management and Monitoring Programs</li> <li>• Appraisal of subprojects for Environmental and Safeguards</li> <li>• Communication strategy</li> <li>• Public grievance redressal</li> </ul>
Assistant Water Supply and Network Modelling Specialist	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering with 5 years' experience</li> </ul>	<ul style="list-style-type: none"> <li>• To assist Design Engineer (Water Supply and WTP )</li> </ul>
Assistant Construction Manager / Project Coordinator (Quality Control)	<ul style="list-style-type: none"> <li>• Graduate in Engineering</li> <li>• 5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)</li> <li>• </li> </ul>	<ul style="list-style-type: none"> <li>• Assist Construction Manager in construction management</li> <li>• Responsible for construction management, quality assurance and administration of the contracts under the project for the assigned subprojects.</li> <li>• Supervise the construction activity appropriately, implementation of work as per design;</li> <li>• Record the work measurement and certify the contractor's bill;</li> <li>• Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;</li> <li>• Furnish the detailed construction drawings as necessary during continuance of the contract;</li> <li>• Contract management and Performance Monitoring of the</li> </ul>



Experts Title	Qualifications, Skills & Experience	Responsibility
		contractors; <ul style="list-style-type: none"> <li>• Assist third party inspections, if necessary, as decided by Client;</li> <li>• Assist the Client in interim and final certification of the bills of payment;</li> <li>• Assist the Client in issue of completion certificates.</li> <li>• Support in preparing Project Completion Report and progress reports</li> <li>• Resolve contractual issue during implementation</li> </ul>
Assistant Project Coordinator-cum-Monitoring Specialist	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering with 5 years' experience with skills in PowerPoint, MS Excel and MS Word</li> </ul>	<ul style="list-style-type: none"> <li>• To assist Project Coordinator-cum-Monitoring Specialist</li> </ul>
Assistant Engineer	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering with 5 years' experience/ Diploma in civil Engineering with 10 years' experience</li> </ul>	<ul style="list-style-type: none"> <li>• To Support to experts for preparations Sewerage / Water Supply DPRs</li> </ul>
Assistant Engineer (Quality Control)	<ul style="list-style-type: none"> <li>• Degree in (relevant branch) Engineering with 5 years' experience</li> <li>Or</li> <li>• Diploma in (relevant branch) Engineering with 10 years' experience</li> </ul>	<ul style="list-style-type: none"> <li>• Assist Assistant Construction Manager in construction management</li> <li>• Assist the Specialist in Management, Design and Supervision of Sub Projects</li> <li>• Responsible for site supervision, quality assurance and administration of the contracts under the project for the assigned subprojects.</li> <li>• Supervise the construction activity appropriately, implementation of work as per design;</li> <li>• Support to Assistant Construction Manager in recording the work measurement and certifying the contractor's bill;</li> <li>• Contract management and Performance Monitoring of the contractors</li> </ul>

Experts Title	Qualifications, Skills & Experience	Responsibility
		<ul style="list-style-type: none"> <li>• Support in preparing Project Completion Report and progress reports</li> <li>• Support in Resolving contractual issue during implementation</li> </ul>
Assistant Architect	<ul style="list-style-type: none"> <li>• Degree in Architecture with 5 years' experience in Green Spaces- Park designs</li> </ul>	<ul style="list-style-type: none"> <li>• Designing, planning layouts of parks and monitoring of parks works</li> </ul>

### C. Support Personnel's

Support Personnel's Title	Qualifications, Skills & Experience
Other Support Staff	Minimum Graduate in any subject / Diploma in Engineering
Surveyor	ITI in Surveying with five years' experience of similar work
AutoCad Operator	ITI in AutoCad and 3 years' experience of similar work
Office Manager cum Data Entry Operator	BA or equivalent with 3 years' experience of similar work, with experience of PowerPoint, MS Excel and MS Word
Data Entry Operators	BA or equivalent with 3 years' experience of similar work with experience of PowerPoint, MS Excel and MS Word
Assistant	Minimum 10 <sup>th</sup> certificate

## 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;
- **City Water Balance Plans (CWBPs) and City Water Action Plans (CWAPs)** shall be submitted for all the 173 towns of Punjab.
- **State Water Action Plan (SWAP)** for the State, shall be submitted for all the three taranche 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 basis 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
  - Commencement, Completion, Modification and
  - 2. 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]*

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*[Authorized Representative]*

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

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*[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 prorata 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 to make payment for the part satisfactorily performed on the basis of Quantum Meruit 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. The price adjustment shall apply on the remuneration of Professional Staff and Support Staff as per Fin-3 and on reimbursable expenses as per Fin-4 on flat rate price. The unit rates shall be adjusted every 12months (and, the first time, with effect from the 13<sup>th</sup> calendar month after the date of signing the contract) by applying annul increment of 5% per annum on flat rate basis. Annual increment will be applied on previous year’s remuneration and reimbursable expenses rates.

(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. [In case the payment is to be made in the currency other that Indian Rupees, the same shall be mentioned instead of 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 5 % 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 0.1% 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 0.1% 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.

## **11. 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 (State)</p> <p>Attention: Mr V.P. Singh</p> <p>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” Mr V.P. Singh 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 &amp; 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>(i) Approval of the contract by the Employer</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<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
6	2.3	The time period shall be 15 days
7	2.4	The time period shall be two Months
8	3.4	<p>Limitation of the Consultants’ Liability towards the “Employer”</p> <p>(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.</p>
9	3.5	<p>The risks and the insurance coverage shall be as follows:</p> <p>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;</p> <p>b.) Third Party liability insurance, with a minimum coverage of [insert amount and currency];</p> <p>c.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy;</p> <p>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</p> <p>e.) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under</p>



SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>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.</p> <p>f.) Any other law/rule as applicable in India.</p>
10	4.6	Not Applicable
11	6.1(b)	The ceiling in local currency is: INR
12	6.3	<p>(i) 5% of the Contract Value will be paid in <b>advance</b>, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant.</p> <p>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.</p> <p>(ii) <b>Remuneration of Personnel</b> 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;</p> <p>.</p> <p>(iii) <b>Payment for Reimbursable Expenses</b> as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual basis as per Appendix of Financial Proposal – Section 4</p> <p>(iv) Payment for Provisional Sum as per Appendix of Financial Proposal – Section 4</p>
13	8.3	The Arbitration proceedings shall take place in New Delhi in India.
14	11	The Performance Security amount is 5% 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”).