



## GOVERNMENT OF KERALA

### Abstract

Local Self Government Department - AMRUT 2.0 - Request for Proposal (RFP) for Selection of PDMC - Terms of Reference - Sanctioned - Orders Issued

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### LOCAL SELF GOVERNMENT (DC) DEPARTMENT

G.O.(Rt)No.1973/2022/LSGD Dated,Thiruvananthapuram, 15-08-2022

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- Read: 1 Note No. CBE/SMMU/AMRUT2.0/01/2021/PDMC dated 05/02/2022 from Mission Director, AMRUT  
2 G.O.(Rt.) No. 565/2022/LSGD dated 09/03/2022  
3 Letter No. SMMU/61/2022-UP1 dated 26/07/2022 from Mission Director, AMRUT

### ORDER

As per the note read as 1st paper above, the Mission Director, AMRUT has informed that based on the sample Request for Proposal (RFP) shared by MoHUA, GoI, AMRUT State Mission Management Unit has prepared an RFP for AMRUT 2.0 with adequate modifications based on the activities specified in the AMRUT 2.0 guidelines.

2. As per the order read as 2nd paper above, Government have entrusted Centre for Management Development (CMD) to co-ordinate the RFP calling for recruitment of Consulting Firm as Project Development and Management Consultant (PDMC) for AMRUT 2.0 in order to perform the evaluation and selection process on behalf of State Government.

3. As per the letter read as 3rd paper above, the Mission Director has submitted the RFP document with adequate modifications.

4. Government have examined the matter in detail and are pleased to accord sanction to the RFP for Selection of PDMC for Atal Mission for Rejuvenation and Urban Transformation 2.0 (AMRUT 2.0). The approved RFP document is appended to the order.

(By order of the Governor)

SARADA MURALEEDHARAN I A S  
ADDITIONAL CHIEF SECRETARY

To:

Mission Director, AMRUT

The Principal Accountant General (Audit/ A&E/ LBA &A)

The Information Officer, (Web & New Media) I&PRD

Executive Director, Information Kerala Mission

Stock File/Office Copy

Forwarded /By order,



Section Officer.

Copy to: PS to Minister, LSGD

PA to ACS, LSGD

CA to JS, LSGD

Recruitment of Consulting Firm for

PROJECT DEVELOPMENT *and* MANAGEMENT  
CONSULTANT (**PDMC**)

*for*

ATAL MISSION *for* REJUVENATION *and* URBAN  
TRANSFORMATION 2.0 (**AMRUT 2.0**)

**(KERALA)**

Request for Proposal

(RFP NO: AMRUT/CMD/001/2022)

**Issued on:** 16-08-2022

**Employer:** *State Mission Management Unit, AMRUT 2.0 Kerala under  
the Local Self Government Department, Government of Kerala*

**Represented by:**

*Mission Director*

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**Project Name:** Atal Mission for Rejuvenation and Urban Transformation  
**(AMRUT) 2.0**

**Name of The Ministry/  
Department:** State Mission Management Unit, AMRUT Kerala under the  
Local Self Government Department, Government of Kerala

**Title of Consulting  
Services:** Project Management and Development Consultant for  
Performance Improvement and Accelerated Implementation of  
AMRUT 2.0 in Kerala

## Section 1. Letter of Invitation

1. The State Mission Management Unit, AMRUT 2.0 Kerala under the Local Self Government Department, Government of Kerala (hereinafter called “Employer”) is executing ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION 2.0 (AMRUT 2.0) in the State.
2. The employer invites proposal to provide the following consulting services: **Project Development and Management Consultant for Performance Improvement and Accelerated Implementation of AMRUT 2.0 in Kerala**. More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is at Instructions to Consultants.
3. A firm will be selected under “Combined Quality Cum Cost Based System (CQCCBS)” and procedures described in this RFP.
4. 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
5. Please inform us in writing at the following address  
Mission Director, State Mission Management Unit, AMRUT 2.0 Kerala under the Local Self Government Department, Government of Kerala)  
upon receipt:
  - (a) that you received this RFP document; and
  - (b) that you will submit the proposal by the date & time indicated in part II of the information to consultants called project specific information.

**Director**

Yours sincerely,  
**The Mission**

State Mission Management Unit  
AMRUT 2.0  
Kerala

## **Section 2. Instructions to Consultants**

### **Part I**

#### **1. Definitions**

- (a) “Employer” means the Department/Agency 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 Kerala
- (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** as 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 the 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 aspects of their proposal, contract etc.

#### **4. Clarification and Amendment of RFP Documents**

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

#### **5. Conflict of Interest**

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:  
**Conflicting activities:** (i) A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting Assignment/job;** (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare

engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an 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 the completion certificates from the Client for consideration for eligibility. For ongoing projects, 80% completed works only shall be considered. ..

- (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 or income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

## **11. Currency**

11.1 Consultants shall express the price of their Assignment/job in Indian Rupees (INR).

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

12.1 Earnest Money Deposit

- I. An EMD of **Rs. 5,00,000/- (Indian Rupees Five Lakh only)**, in the form of DD drawn in favour of the Mission Director and payable at Thiruvananthapuram must be submitted along with the Proposal.
- II. Proposals not accompanied by EMD shall be rejected as non-responsive.
- III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- IV. No bank guarantee will be accepted in lieu of the earnest money deposit.
- V. The EMD of the bidders would be returned back within one month of signing of the contract.
- VI. The details of the DD drawn for EMD shall be submitted during online bid submission.

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

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

## **13. Bid Processing Fees**

All consultants are required to pay Rs. 25,000/- (Indian Rupees Twenty Five Thousand Only) towards Bid Processing Fees in the form of demand Draft drawn in favour of Mission Director and payable at Thiruvananthapuram. The Bid Processing Fee is Non-Refundable. The details of the DD drawn for Bid Processing Fees shall be submitted during online bid submission.

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

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

14.1 The 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 marked "ORIGINAL".

14.3 The Original Technical Proposal document shall be submitted in pdf format only, through the Online Procurement Portal of the Centre for Management Development (CMD), Thiruvananthapuram. The Financial Proposal document shall be submitted in .pdf format only with PASSWORD PROTECTION (mandatory), through the Online Procurement Portal of the CMD. The particulars of the Demand Drafts drawn for the purpose of EMD and Bid Processing Fees also shall be entered while submitting the bid documents. If the Financial Proposal document is not Password protected, it will constitute grounds for declaring the Proposal non-responsive. For avoiding circumstances of the proposals being declared unresponsive owing to the uploaded file being corrupt or any of the pages of the documents being illegible, the hard copies of the proposals also shall be sent to the address indicated in the data sheet. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for Proposal rejection.

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

14.4 The hard copies of the proposals and Demand Drafts for EMD and Bid Processing Fees must be sent to the address indicated in the data sheet and received by the Employer

within Seven (7) working days after the closing date of online proposal submission portal. For avoidance of doubt, 05.00 pm of the Seventh working day after the closing date of the online proposal submission portal shall be the deadline for submitting the hard copies. Failure to submit the hard copies of the Proposals and Demand Drafts within the aforementioned deadline shall be a case for declaring the proposal non-responsive.

## **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. The name of the Consultants, their technical score (if required) and their financial proposal shall be read aloud.

- 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 CONSULTANTS

## PART-II Data Sheet

Clause No. of Data Sheet	Ref of ITC	Particulars	
1.	2.2	Name of the Employer:	State Mission Management Unit, AMRUT Kerala under the Local Self Government Department, Government of Kerala
2.	2.2	Name of the Assignment/job is:	Project Development and Management Consultant for Performance Improvement and Accelerated Implementation of AMRUT 2.0 in Kerala
3.	2.5	A pre-proposal meeting will be held: [If yes, indicate date, time and venue]	YES. Date: Held on 31.03.2022 Time: 10:30 am Hrs Local Time through VC Venue: State Mission Management Unit, 4th Floor, Meenakshi Plaza, Artech Building, opposite Govt. Hospital for Women & Children, Thycaud, Thiruvananthapuram, 695014
4	14.4	Date & time and address for submission of proposal/ bid:	
		Closing Date of Online Proposal submission	06.09.2022
		Closing Time	5 pm Hrs Local Time
		Deadline for submission of hard copies of proposal and Demand Drafts	13.09.2022, 5 pm
		Address	State Mission Management Unit, AMRUT Kerala under the Local Self Government Department, Government of Kerala
5	2.5	The Employer's representative is:	Mission Director , AMRUT
		Address:	Mission Director , AMRUT, State Mission Management Unit, AMRUT Kerala under the Local Self Government

			Department, Government of Kerala 4th Floor, Meenakshi Plaza, Artech Building, opposite Govt. Hospital for Women & Children, Thycaud, Thiruvananthapuram, 695014
		Telephone:	0471-2333011
		E-mail:	
6		The Employer envisages the need for continuity for downstream work:	YES
7	7.1	Proposals must remain valid days after the submission date, i.e. until:	120 days 04 January 2023
		Clarifications may be requested not later than	NA
8	4.1	The address for requesting clarifications is:	Mission Director, State Mission Management Unit, AMRUT Kerala under the Local Self Government Department, Government of Kerala 4th Floor, Meenakshi Plaza, Artech Building, opposite Govt. Hospital for Women & Children, Thycaud, Thiruvananthapuram, 695014
		E-mail:	
9	9.3 (a)		Name of Sub Consultant (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:	570
11	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section 4). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
12.	9.4	The formats of the Technical and Financial Proposal to be submitted are:	
		Power of Attorney to	

		sign the Proposal	
		TECH-1: Letter of Proposal Submission	
		TECH-2: Consultant's organization & experience	
		TECH-3: Comments & suggestions on TOR	
		TECH-4: Approach & methodology	
		TECH-5: Team composition	
		TECH-6: Curriculum vitae	
		TECH-7: Staffing Schedule	
		TECH-8: Work Schedule	
		TECH-9: Comment / modification suggested on draft contract	
		TECH-10: Information regarding any conflicting activities and declaration thereof	
		<b>The Financial Proposals comprised of:</b>	
		FIN-1:	
		FIN-2	
		FIN-3	
		FIN-4	
13.		Training is a specific component of this Assignment/job	NO
14.	11.1	Consultant to state the cost in	Indian Rupees
15.	14.3	Consultant must submit the original and <b>1 (One)</b> copy of the Technical	

		Proposal, and the original of the Financial Proposal.	
16.	15.4	Evaluation Criteria : Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	Refer Detailed evaluation
17	15.7	Method of Selection	Quality (70%) cum Cost (30%) Based Selection <b>QCBS - 70:30</b>
18		Inflation Rate	<b>A price adjustment provision applies to remuneration rates:</b> <b>Yes, Incremental 5% will be paid on the first year rate annually.</b>

### **Procedure for Detailed evaluation of technical qualifications**

#### **Eligibility Criteria**

1. The Bidder shall be registered at least ten years prior to the date of Advertisement (Letter of incorporation to be attached) and should be a NGO /Civil Societies/Academic Institutions or Proprietary firm / Partnership firm / Private Limited / Limited Company/ Corporate body legally constituted or Limited Liability Partnership Firm. Bidders are encouraged to participate as Joint Venture (JV) or Consortium.
2. The firm/consultant/organization should have Annual Average Turnover of last three years ending on FY 2020-2021 not less than 25 Crores.
3. Net Worth of the bidder should be positive as on the last date of the previous Financial Year.
4. The firm/consultant/organization should have proven experience for providing PDMC services /Project Management Units/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design Consultants for similar assignments.(Similar assignments- Water Supply/ Wastewater sector projects)
5. Should have experience of at least three Completed (or) On-going (at least 80% completed ) Urban Water/wastewater sector projects in last 7 years, having consultancy fee of more than Rs. 5 crores for each of the projects as PDMC services /Project Management Units/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design Consultants..
6. The Bidder should have 100 qualified personnel on its payroll as on 31<sup>st</sup> March 2022.
7. Bidder should not be debarred/ blacklisted by any Central/ State Government in India.

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:

#	Minimum Requirements	Documents to be submitted	Max Score
A)	<p>Number of years in existence of the firm</p> <p>Minimum 10 Years and up to 25 Years - 03 Marks; and More than 25 Years - 05 Marks</p>		<b>Max 5 MARKS</b>
B)	<p>Annual Average Turnover of last three years ending on FY 2020-2021</p> <p><b>Sub criteria</b></p> <p>1) INR 25 – 50 crore – 3 marks 2) INR 50 – 75 crore – 7 marks 3) More than INR 75 crore – 10 marks</p>	<p>Last three consecutive years balance sheet (i.e. FY 2018-19, 2019-20 &amp; 2020-21) duly audited by Statutory auditor / CA. CA certificate for Turnover.</p>	<b>MAX 10 MARKS</b>
C)	<p><b>Experience of large-scale Program Management Units</b></p> <p>Number of successfully completed assignments in providing large Project Management Consultancy/PMU/PDMC/Technical Support Unit (TSU) / Technical Support Agency (TSA) for Central / State Government/ International Funding Agency having minimum consultancy fee of Rs. 5.00 Crore and duration not less than 1 year during last 5 years</p> <p>One (01) Assignment – 05 Marks. More than one (01) assignment – 05 Marks + 2.5 additional mark for each additional assignment subject to maximum of 10 Marks.</p>	<p>Copy of completion Certificate for completed works &amp; 80% completion certificates for on-going works.</p>	<b>MAX 10 MARKS</b>
D)	<p><b>Experience of water/liquid waste management assignments</b></p>	<p>Copy of completion Certificate for completed works &amp; 80% completion certificates for on-going works.</p>	<b>MAX 15 MARKS</b>

#	Minimum Requirements	Documents to be submitted	Max Score
	<p>Number of completed assignments providing Consultancy Services for Central / State Government / International Funding Agency in the Water or Liquid Waste or Used Water Management Sector having minimum Consultancy fee of Rs. 1.00 Crore and duration not less than 1 year during last 5 years</p> <p>One (01) Assignment – 05 Marks; More than one (01) assignment – 05 Marks + 2.5 additional mark for each additional assignment subject to maximum of 15 Marks.</p>		
E)	<p><b>Key professional staff: Qualification &amp; competency for the assignment / job.</b></p>		<p><b>MAX 25 MARKS</b></p>
	<p>CV of Key Personnel (Minimum Key personnel)</p>	<p><b>Team Leader – 5 Marks</b> Education Qualification – 03 Marks Years of Experience – 02 Marks <b>Water Sector Expert -4 Marks</b> Education Qualification – 02 Marks Years of Experience – 02 Marks <b>Used Water Expert – 4 Marks</b> Education Qualification – 02 Marks Years of Experience – 02 Marks <b>Procurement cum Contract Management Expert – 4 Marks</b> Education Qualification – 02 Marks Years of Experience – 02 Marks</p>	<p>Max Marks=25</p>

#	Minimum Requirements	Documents to be submitted	Max Score
		<b>Social Mobilization cum IEC Expert – 4 Marks</b> Education Qualification – 02 Marks Years of Experience – 02 Marks <b>MIS cum Data Analyst – 4 Marks</b> Education Qualification – 02 Marks Years of Experience – 02 Marks	
F)	Proposed Methodology & Work Plan	The Applicant will submit a write up on the methodology and project plan to attain project objectives	<b>MAX 25 MARKS</b>
G)	Partnering with a reputed and qualified NGOs/ Registered Societies / civil societies / Academic Institutions with relevant experience in the wastewater sector		<b>MAX 10 Marks</b>
	<p><b><i>Partnering Institution’s eligibility:</i></b></p> <p>1) Experience in Water and Sanitation sector - in service delivery, implementation &amp; monitoring</p> <p>2) <i>Experience in Community engagement, Information, Education&amp; Communication (IEC)</i></p> <p><b><u>Experience in Water and Sanitation sector - in service delivery, implementation &amp; monitoring</u></b></p> <p>3 to 5 years – 3 marks            More than 5 years- 5 Marks</p> <p><i>Experience in Community engagement, Information, Education&amp; Communication( IEC) 3 to 5 years – 3 marks</i>            More than 5 years- 5 Marks</p>		

**Note:**

- Bidders scoring minimum 60 Marks out of 100 Marks in Technical Evaluation based on the above-mentioned marking system shall be declared as technically qualified.
- Lead Partner and NGOs/ Registered Societies / civil societies / Academic Institutions is required to meet all eligibility requirements and technical criteria/ sub-criteria in case of JV/consortium.
- In case of JV/Consortium, FORM TECH-1 should clearly indicate Organization X is the lead agency and Organization Y is JV/consortium partner. Please note that an organization submitting a proposal in one JV/consortium cannot submit another proposal with a different partner or as an individual. This will be treated as a double



submission which will result in disqualification.

- Consultant cannot repeat experiences under C and D of the technical evaluation parameters.
- Projects funded by International Funding Agencies/Govt. Institutions shall be considered for evaluation provided the end beneficiary of the consultancy services is Government/Public sector client within India .
- In projects funded by International Funding Agencies, client letter shall also include letter issued by Government which is the end beneficiary of the project.
- For average annual turnover criteria, audited financial statements of the bidding entity (and not of affiliates) would be considered for evaluation.

### **15.7 Method of Selection:**

**The technical quality of the proposal will be given weight of 70%**, the method of evaluation of technical qualification will follow the procedure given below:

#### **Formula for determining the technical scores:**

$St = 100 \times T / T_{high}$ , T is the technical score as per the proposal under consideration submitted by the consulting firm and  $T_{high}$  is the highest technical score among all responsive bids.

The price bids of only those consultants who qualify technically (**Minimum Qualifying Marks: 60%**) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. **The financial score shall be allocated weight of 30%.**

After the completion of technical evaluation, the Client shall notify successful consultants that they have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

The Financial Proposals shall be opened online publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

For financial evaluation, the total estimated remuneration cost indicated in the Breakdown of Remuneration (FORM FIN-3) shall be considered. The lowest financial score ( $F_m$ ) will be given a financial score ( $S_f$ ) of 100 points. The financial score ( $S_f$ ) of other financial proposal will be computed as under.

#### **Formula for determining the financial scores:**

$S_f = 100 \times F_m / F$ ,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration quoted by the consulting firm.

NOTE: Commercial bids with less than 70% cost of average lump sum remuneration cost, shall be disqualified. Average lump sum remuneration cost shall be calculated as the average cost of at least three (3) of the lowest bidders, excluding the cost of L1.

For example, 4 bidders namely A, B, C and D have quoted Rs 100, 110, 120 and 50 respectively as Financial Proposal (FORM FIN-1). The average lump sum cost shall be  $(100+110+120) / 3 = 110$ . The cost quoted by D (Rs 50) is less than 70% of the average cost of Rs 110. Thus, the commercial bid of D shall be rejected. In this case, cost quoted by A (Rs 100) shall be considered as L1.

**Combined and final evaluation:**

For this QCBS (Quality & Cost Based Selection) evaluation, the lowest evaluated Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights as under:

$$S = St \times 70\% + Sf \times 30\%.$$

The Firm achieving the highest combined technical and financial will be ranked as first i.e. H1.

- The Selected Consulting firm shall be the first (H1) ranked consulting firm. The next ranked consulting firm shall be kept in reserve and may be invited for negotiations in case the first ranked consulting firm withdraws/fails to comply with the requirements specified hereinabove / Client intended to appoint multiple consulting firms.
- If there is a tie between two or more consulting firms, in such case consulting firm having highest technical score among them shall be selected.
- This evaluation procedure reflects high importance attached to quality and competence. Please note that the Client is not bound in any manner to select any of the Firms submitting proposals or to select the Firm offering the lower price

17.	Expected date for commencement of consulting Assignment/job	XX
18.	Location for performance assignment / job:	93 Urban Local Bodies in Kerala

**Section 3. Technical Proposal- Standard Forms**

## FORM TECH-1: LETTER OF PROPOSAL SUBMISSION

[Location,  
Date]

To: [Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide the consulting Assignment/job for [**Project Management and Development Consultant for Performance Improvement and Accelerated Implementation of AMRUT 2.0 in Kerala**] 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 TECH-2: Consultant's organization & experience

### Form 2A: Format for Details of Consultant

#### 1. Details of Consultant

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

#### 2. In case of a JV/Consortium:

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

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

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

(Equivalent in Rs. crores)

<b>Consultant *</b>	------(Name of Consultant)				
<b>FY</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>Total</b>	<b>Average</b>
<b>Annual Turnover</b>					
<b>Net Profit</b>					

**Certificate from the Statutory Auditor**

This is to certify that .....(name of the Consultant) has received the payments and earned net profit shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

- # The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.
- \* Any Consultant should fill in details as per the row titled Annual turn over and net profit in the row below. In case the Consultant is a JV/Consortium, for the purpose of evaluation on financial parameters, financial parameters of Lead Partner is required.

## Form 2C: Format for experience in similar assignments

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):	% of completion: (For ongoing works)
Narrative description of Project:	
Cost of the Project	
Description of actual services provided by your staff within the assignment:	

**FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

## **A - On the Terms of Reference**

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

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

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

## **FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB**

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

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

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

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

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







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:  
staff]

[Signature of staff member or authorized representative of the

Place:

[Full name of authorized representative]:

## FORM TECH-7: STAFFING SCHEDULE

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

1.

2.

3.

Note:

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

## FORM TECH-8: WORK SCHEDULE

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

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

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

**FORM TECH-9: COMMENTS / MODIFICATIONS SUGGESTED  
ONDRAFT 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.]

**FORM TECH-10: 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 JV/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 JV/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.

Name and Title of Signatory:

Authorized Signature [In full and initials]:

Name of Firm:

Address:

## **Section 4. Financial Proposal- Standard Forms**

## FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: MISSION DIRECTOR , AMRUT

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [**Project Management and Development Consultant for Performance Improvement and Accelerated Implementation of AMRUT 2.0 in Kerala**] 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 (Total Remuneration as per FORM FIN-3<sup>1</sup>). 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 clause 8 of the ITC 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>Total (A) as per Form FIN 3



## FORM FIN-2: SUMMARY OF COSTS

S.No.	Particulars	Form	Amount in Rupees *	Amount in words
<b>A. Competitive Components</b>				
1	Remuneration	FIN 3		
<b>B. Non-Competitive Components</b>				
2	Reimbursable expenses	FIN 4		
Grand Total in Figures ((inclusive of all applicable taxes and excluding GST)				
Quoted Rate in Words ((inclusive of all applicable taxes and excluding GST)				

Note:

- Payments will be made in the Indian National Rupee (INR)
- Contract amount shall be determined using the total amount provided in FORM FIN-2 and that total shall be inclusive of all applicable taxes and excluding GST

Authorized Signature

Name: .....

Designation .....

Name of firm:

Address:

## FORM FIN-3: BREAKDOWN OF REMUNERATION

**Professional Staff (Core team) and Support Staff** (for details please refer to Note below)

SN	Name of Staff	Position	Annual remuneration* * for Year – 1 (A) in INR	Annual remuneration for Year – 2 (B = 1.05 x A) in INR	Annual remuneration for Year – 3 (C = 1.05 x B) in INR	Total Amount A+B+C
	<b>Core Team *</b>					
1		Team Leader				
2		Water Sector Expert				
3		Used Water Expert				
4		Procurement cum Contract Management Expert				
5		Social Mobilization cum IEC Expert				
6		MIS cum Data Analyst				
	<b>Support Staff</b>					
7	-	Junior Water Expert - 1				
8	-	Junior Water Expert – 2				
9	-	Junior Used Water Expert -1				
10	-	Junior Used Water Expert -2				
11	-	Junior Procurement cum Contract Management Expert - 1				
12	-	IT Expert				
13	-	Project Associate - 1				
14	-	Project Associate - 2				
15	-	Project Associate - 3				
16	-	Project Associate - 4				
17	-	Project Associate - 5				
<b>Total Remuneration cost in INR</b>						
<b>Total Remuneration cost in words</b>						

\*Key Professionals are to be indicated by name for Core Team. For Support Staff it is not mandatory to share names and CVs. These are required to be shared before contract signing.

\*\* Annual remuneration to be as per the estimated efforts indicated in the terms of reference for each position

Note: The contract will be initially for a period of 3 years with provision for extension by another two years on the same terms and conditions subject to satisfactory performance of the contract.

**Total Remuneration = \_\_\_\_\_ Amount in Rupees**

**Other experts**

SN	Name of Staff***	Position	Monthly remuneration for in INR
1	-	Master Planner with GIS expertise	

\* For expert staff it is not mandatory to share name and CV. Expert's fee shall not be part of financial proposal. However, rate of expert to be quoted so as to be deployed on the behest of the client as per future requirement.)

Authorized  
Signature  
Name:  
.....  
Designation  
.....  
Name of firm:  
Address:

## FORM FIN-4: BREAKDOWN OF REIMBURSABLE EXPENSES

No .	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per day	90	<i>Ceiling of unit rate may be indicated by State</i>	
2.	Cost of office operation, including overheads and back-stop support at central (.....) office	Per Month	36		
3.	Cost of office accommodation Central office city with power and water charges complete		36		
4.	Local Transport at Central Office	Vehicle Month			
5.	Communication Costs to all personnel and Office at Central office	Per Month	36		
6.	Cost of Reports Production (including printing) and delivering to the Client at project Cities and Central office	Per Month	36		
7.	Other Allowances where applicable		To be estimated and indicated		
8.	Office Equipment	LS	To be estimated and indicated		
9.	Intercity Travels	LS	To be estimated and indicated		
<b>Sub Total: Reimbursable Expenses</b>					
<b>Contingency (Approx. 5-10% of the estimated cost)</b>					
<b>TOTAL: REIMBURSABLE +CONTINGENCY (carried to FIN 2)</b>					

**Total REIMBURSABLE +CONTINGENCY (carried to FIN 2): =**

**\_\_\_\_\_ Total amount in Rupees.**

Amount in words:

**APPENDIX**  
**NOTE FOR PREPARATION OF FINANCIAL PROPOSAL**

- 1 **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
- 2 **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 3 **Form FIN-3** Remuneration
  - (i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts.
  - (ii) Months; number of months input to match that shown on the personnel schedule (Form TECH-7, Section 3). The month shall be calculated as per follows:  
$$1 \text{ year} = 12 \text{ months} = 252 \text{ working days}$$
  - (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 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. Place for 10 nos. interns / project associates to be made available.

(iv) Local Transport

The Consulting firm is required to quote expenses for local transportation at central 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

(iv) Communication Costs

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

(v) 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 finalise 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.

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

a. Office equipment

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

b. Workshops and seminars

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

c. Intercity travel

The cost of vehicle transportation (Four wheeler on hire) for miscellaneous travels required for intercity travel for performance of the work, etc. The cost of transport for personnel by AC sleeper or AC Chair-car by trains / deluxe buses/ flight required for performance of the services to visit the other towns and attend III<sup>rd</sup> 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**

## **Section 5. Terms of Reference**

### **Government of Kerala**

#### **Terms of Reference for hiring of a Project Development and Management Consultant (PDMC) for performance improvement and accelerated implementation of AMRUT 2.0 in Kerala**

##### **1. Brief description of the task**

This Terms of Reference provides the outline of the consulting services to assist the Urban Development Department of Kerala to implement the Mission requirements of AMRUT 2.0 in the state. This work will be carried out by a Project Development and Management Consulting firm, henceforth referred to as 'Project Development and Management Consultant (PDMC)' on behalf of AMRUT 2.0 Mission of Kerala and support the SMMU for accelerated implementation.

##### **2. Background**

To rejuvenate and transform Urban India, the Ministry of Housing & Urban Affairs (MoHUA), Government of India, rolled out flagship missions, i.e. Atal Mission for Rejuvenation and Urban Transformation (AMRUT), in 500 selected cities across the country in 2015. Gaining confidence from the AMRUT scheme, AMRUT 2.0 was launched by Hon'ble Prime Minister on 1 October 2021 with a resolve to provide water tap connections in all statutory towns through 2.68 crore new connections and providing universal household coverage of sewerage/ septage services in 500 AMRUT cities. Cities will undertake water source conservation/ augmentation, rejuvenation of water bodies and well, recycle/reuse of treated water and rainwater harvesting.

It is proposed under AMRUT that States may appoint Project Development and Management Consultant (PDMC) as end-to-end consultants for efficient implementation of AMRUT 2.0 objectives in the state. "AMRUT 2.0" program with aims to make the cities 'water secure' and providing functional water tap connections to all households. This will be achieved through circular economy of water by effecting water source conservation, rejuvenation of water bodies and wells, recycle/reuse of treated used water, and rainwater harvesting by involving community at large. This Mission will be run as people's program i.e. Jan Aandolan. Mission also targets to provide 100% sewerage/ septage management in 500 AMRUT cities.



Tentative component details:

<b>Funding Pattern wise details (in INR)</b>				
<b>Sl.No</b>	<b>Type of City</b>	<b>Total CA</b>	<b>Corresponding</b>	<b>Total Project Cost</b>
1	With less than one lakh population (Funding Pattern 1/2)-84 Cities	457.43	457.43	914.85
2	With population one lakh to ten lakh (both included) (Funding Pattern 1/3)-9 Cities	914.57	1,829.15	2,743.72
	<b>Total</b>	<b>1,372.00</b>	<b>2,286.57</b>	<b>3,658.57</b>
<b>Sewerage and septage management projects</b>				
<i>Amt In Cr.</i>				
<b>Sl.No</b>	<b>Type of Cities</b>	<b>Central share</b>	<b>State Share</b>	<b>Total Project Cost</b>
1	AMRUT1 Cities -9 Cities	567.30	1,122.25	1,689.55
<b>Water supply projects</b>				
2	AMRUT1 & Non AMRUT1 Cities -93 cities	724.54	1,048.34	1,772.88
<b>Rejuvenation of water bodies and developing green spaces &amp; parks projects</b>				
3	AMRUT1 & Non AMRUT1 Cities -93 cities	80.16	115.98	196.14
	<b>Total</b>	<b>1,372.00</b>	<b>2,286.57</b>	<b>3,658.57</b>

### 3. Objectives

SMMU (“SMMU” refers to the State Mission Management Unit set up in Kerala for the implementation of components defined under AMRUT 2.0.) AMRUT Kerala is the Executing Agency (EA) for the AMRUT 2.0 program. The objective of the assignment is to provide direct assistance to SMMU AMRUT Kerala to ensure the effective coordination for the implementation of the program. The PDMC shall effectively lead and ensure the accelerated implementation of AMRUT 2.0 in Kerala. SMMU will provide the requisite managerial and capacity building support in terms of planning, managing, coordination for design, advising for timely execution and implementation of the Program, including carrying all necessary steps to supervise the subprojects as well as ensuring proper coordination of construction supervision. The PDMC will work closely with the SMMU AMRUT Kerala and coordinate with Central Government for sustainable capacity building of Municipal Corporation / Council and will assist in performance improvement, operationalizing the procedures and implementing institutional development, capacity building, monitoring and quality assuring the outputs of the program.

### 4. Scope of work

The scope of PDMC comprises components, namely Performance Improvement, Capacity Building, Citizen Engagement through Information, Education and Communication, Coordination, Technical Review, Supply chain management support and Project Management. This consultancy assignment shall

be for a duration of 36 months (3 years). In case the duration is required to be increased, the duration of this consultancy assignment can be increased subject to satisfactory performance of the Consultant.

The PDMC will:

1. During the initial stage of AMRUT 2.0, PDMC will review City Water Balance Plans (CWBBPs), prepare City Water Action Plan (CWAP) and State Water Action Plan (SWAP) and carry out investigation, design, procurement, and implementation using PMIS / latest IT tools and techniques. They will help in monitoring physical & financial progress of projects and updating Mission portal. They will also help State/ UTs in conducting capacity building and IEC activities. PDMC shall provide the required details of execution to the ULBs/ State/GoI. The PDMC shall prepare, review and improve the City Water Balance Plan (CWBP), City Water Action Plan (CWAP) in coordination with State/ULBs.
2. Review CWBBPs and CWAPs (Water supply,)prepare CWAPs sewerage , water rejuvenation and water supply if required. Develop SWAP based on finalised CWAP.
3. Provide support to the SMMU for monitoring of projects under the mission using PMIS / latest IT tools and techniques.
4. Help in monitoring physical & financial progress of projects and updating Mission portal and state level dashboard
5. Help with conducting capacity building activities with partner training institutions in the state
6. Examine convergence with other similar schemes regarding coverage, fund flow, impact, and outcomes
7. During the development of SWAP, explore the possibility of utilizing innovative models and private sector participation/partnerships in project implementation.
8. As KWA is preparing DPRs, the PDMC is not required to do so. However for ULBs that desire to take up micro projects, If required by the ULB, the PDMC may prepare WS projects for the ULB.
9. PDMC shall ensure that all DPRs submitted follow the operational guidelines of AMRUT 2.0
10. The PDMC shall ensure Finalization of packages and modality of tendering in line with CPWD procedures or any such standard procedures adopted by the State in consultation with Competent Authority.
11. PDMC shall be responsible for preparation of standard tender documents , cost estimate, technical specification, drawings, and data sheets as per approved packages in consultation with Competent Authority for sewerage and water body rejuvenation (for projects other than those taken up by KWA)
12. The PDMC shall be responsible for preparation of cash flow Statement, financial monitoring and estimating fund requirement for the approved projects.
13. PDMC shall assist ULBs in preparation of tender documents in PPP mode
14. The PDMC shall assist the Competent Authority for floating the tenders and for selection of agency to implement the approved projects.

15. The PDMC shall formulate technical & financial evaluation of the agencies participated in the approved tenders and submit the comparative statement to Competent Authority for approval.
16. The PDMC shall recommend for issue of work order as per the tender conditions and the work order shall be issued by Competent Authority to the agency following all Govt. norms & procedures. Prepare model Detailed Project Reports (DPRs) for various sized sewerage treatment modules along with standard bidding documents.
17. Hand holding KWA/ULB / any implementing agency in preparing, tendering, awarding, sorting out technical issues, monitoring, bill payments and closure of projects under sewerage and rejuvenation of water bodies sectors.
18. PDMC has to review DPRs, Support implementation all through till project closure not only in KWA projects but also all projects implemented by KWA/ULB / any implementing agency. And assist in project management.
19. Track the progress in terms of development of Detailed Project Reports (DPRs), including quarterly action plan, financial plan and O&M strategy for the complete life cycle of projects. Based on approved DPRs, PDMC will assist with end-to-end supply chain management support.
20. Track the progress in terms of development of Detailed Project Reports (DPRs), including financial plan and O&M strategy for the complete life cycle of projects. Based on approved DPRs, PDMC will assist with end-to-end supply chain management support.
21. Encourage start-ups involved in the water /waste water sector and support with the launch of the Technology Sub-Mission.
22. Assist with citizen engagement and IEC activities, ensuring involvement of women SHGs in water demand management, water quality testing and water infrastructure operations. Support with IEC activities on water conservation, ODF, environment protection, recycling of used water etc.
23. Support with ensuring that the mission is paperless and monitored on a robust technology-based monitoring & evaluation platform.
24. PDMC members should do field visits to ULBs and give site assistance to ULBs as and when required and as directed by Mission Director.
25. Carry out a multi-stage exercise in close collaboration with all the stakeholders.
26. Carry out any other responsibilities as mentioned in the AMRUT 2.0 guidelines and as directed by the Mission Director.

#### **4.1. Process Mapping, Performance Evaluation and Performance Improvement**

1. Conduct a comprehensive current state assessment and document the existing processes.
2. Identify the existing gaps concerning operations, capacity, revenue, performance and other relevant areas and shape the Department's approach to implementing the AMRUT 2.0 schemes.
3. Conduct a Design Thinking workshop with the officials of SMMU and identify the critical

improvement measures for efficient AMRUT 2.0 implementation.

4. Develop benchmarks based on AMRUT 2.0 guidelines to evaluate/compare the performance of the ULBs.
5. Define SOPs to be followed consistently across the state for the implementation of AMRUT 2.0 activities
6. Support in ensuring minimization of service delivery outage and water loss and monitoring the quantity and quality on a long-term basis.

#### **4.2. Project Planning, Implementation and Management Support**

1. Suggest performance improvement measures to strengthen the project management systems of the SMMU with a time-bound action plan for various areas like planning, implementation, handover and monitoring.
2. Support SMMU in preparing State level Annual Action Plans to achieve its AMRUT 2.0 objectives for the said financial year.
3. Assist SMMU in reviewing and revising targets set in the annual action plan for the State to set optimistically achievable targets.
4. Provide inputs on the implementation of CWAP to provide household tap connections following AMRUT 2.0 and the best practices adopted by various states and devise a project prioritization matrix for prioritizing districts and projects for accelerate progress.
5. Assess the nature of water quality issues in the state and support the state in developing water testing modules.
6. Assist the Department to compare various technology options/solutions appropriate to deliver safe drinking water.
7. Generate periodic mission progress reports for analysis and administrative perusals.
8. Identify challenges and develop a plan for improving the operation and maintenance of the schemes.
9. Support with programme governance at all the levels in the State.
10. Support development of annual work plans and budgets, including annual milestones.
11. Monitor the progress of the implementation agencies, and executing departments on geo location information, maps, and other supporting reports.
12. Assist SMMU in conducting regular meetings with all stakeholders, contractors, other government entities, etc., to discuss progress and issues related to implementation, and prepare minutes for recording and circulation.
13. Establish all necessary records and the procedures of maintaining/updating such records for each package and the entire project.
14. Monitor implementation of mitigation measures for the project and update the Plan as per requirement.
15. Identify National and State level schemes for convergence with AMRUT 2.0 and functions at the programme implementation level.
16. Assist SMMU in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by Client;

#### **4.3. Project Planning, Procurement, Implementation and Management Support**

1. Provide end-to-end bid process management support and standardization of bid documents to support state-level procurement goods and services for various works under AMRUT 2.0. This support shall include empanelment of Consultants (rate contract), advisors, specialized government institutions and other third-party service providers. The support shall consist of issuing bid invitations, addendum/corrigendum, and clarifications to the Consultants queries, bid evaluation, selection of contractors, award of contract and signing of the contract
2. Support in standardization of BoQ documents for various categories of works to be undertaken under AMRUT 2.0
3. Advise State Government to resolve the contractual issues during implementation and performance monitoring of key contractors.
4. Support the Department with the internal and external documentation vis-à-vis the additional budget requirements.
5. Experts should do field visits to ULBs and give site assistance to ULBs as and when required and as directed by Mission Director.
6. Vet designs and geo technical surveys submitted by KWA/ULB/Implementing agency/Contractor.

#### **4.4. Financial Management**

1. Assist SMMU in preparation and finalization of project budget and timely update of the online monitoring portal as required.
2. Support the SMMU with the overall fund flow for the project, preparation of sanction orders for release of funds along with the required support and coordinate the sanction of funds to implementing agencies.
3. Oversee the timely submission of internal and external reports and support in preparing financial disclosures for the project.
4. Support SMMU and monitor timely vendor payments and suggest improvement measures
5. Officials should do field visits to ULBs and give site assistance to ULBs as and when required and as directed by Mission Director.
6. Any other coordination work related to Financial Management as directed by SMMU.

#### **4.5. Management Information System Support (MIS)**

1. Support in MIS management, creation of dashboards, and ensuring paperless mission execution using centralized project management tools to implement the AMRUT 2.0 activities across the state. The information will be updated on the portal by State 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. PDMC will support with the development of robust technology-based monitoring & evaluation platform.

2. Support to facilitate decision-making and refinement by using modern program monitoring tools, thereby encouraging a performance-driven mindset.
3. Support in the development of standardized State-level monitoring formats for assessing physical and financial progress at the city / ULB level
4. Support in analysing the demand pattern of the user groups over time and use this information for assessing the demand at the aggregate level, minimize non- revenue water, ensure proper management and effective operation and maintenance of water supply systems.
5. Assess the type of information systems in place to capture and aggregate data and suggest mechanisms to improve the same.
6. Hold consultations with the stakeholders at all levels and support with better monitoring of activities.
7. Experts should do field visits to ULBs and give site assistance to ULBs as and when required and as directed by Mission Director .
8. Any other coordination work related to MIS as directed by SMMU.

#### **4.6. Support with review of Project Documents**

1. Support SMMU with review of CWBP, city development plans /strategy plans, sanitation plans etc.
2. Review existing status of physical Infrastructure based on above documents and other available secondary data,& identify data gap.
3. Assist SMMU with the review of land availability, rehabilitation - resettlement & Environmental issues for identified projects
4. Advise on the requirements of surveys, studies and investigations.
5. Support SMMU with the review all the surveys and investigations conducted (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;
6. Support with the review of available secondary data and reports required for analyzing the existing infrastructure facilities and support SMMU with the future projections & demand assessment
7. Assist SMMU with the analysis of the technical options with respect to best practices / smart options/ priorities available in the water and waste water domain

#### **4.7. Capacity building**

1. Assist SMMU for coordinating with state level training institutions to carry out training need assessment among all the stakeholders to identify the areas where training is required to undertake the implementation of AMRUT 2.0
2. Assist SMMU for coordinating with state level training institutions for them to develop or integrate with existing modules for capacity building of the stakeholders on the findings of training need assessment. The modules would differ for every stakeholder basis their role and responsibility and befitting the requirements of AMRUT 2.0.
3. Review training calendar prepared by state level training institutions
4. Any other coordination work related to Capacity building as directed by SMMU.

#### **4.8. Community Engagement & Information, Education and Communication (IEC)**

1. Identification of target audiences at different levels (state, district, city and ward level)
2. Development IEC action plan with the involvement of different stakeholders
3. Provide developmental inputs and review IEC materials prepared by advertising / PR agencies and other relevant departments identified by SMMU
4. Monitor the roll-out of the IEC campaign through different communication channels and their exposure pathways.
5. Development citizen engagement campaigns through various means including mass media and Inter-Personnel Communication (IPC) methods
6. Support SMMU to engage women and youth groups in IPC based campaigns for generate public support and participation
7. Coordination with the concerned teams at the district, state and national level to ensure regular updates of activities from the field.
8. Assistance in optimum women participation in all the activities through gender-focused IEC materials and trainings.
9. Experts should do field visits to ULBs and give site assistance to ULBs as and when required and as directed by Mission Director .
10. Any other coordination work related to IEC as directed by SMMU.

#### **4.9. Technology Sub-Mission**

1. Support with creation of a conducive ecosystem for start-ups to invest in the water/ sewerage sector.
2. Support SMMU in identifying innovative, low-cost indigenous technologies/equipment through technology challenge and melas at National/ State level and other platforms

*Note: In addition to the above, the PDMC should support and assist SMMU and State to meet the objective under AMRUT 2.0. PDMC shall assist SMMU and State in conducting regular review meetings with Stakeholders, implementing strategy to reuse wastewater, reduction of NRW, suggest Proven technology for Sewerage & Septage management, Liaising with line departments in getting approvals, review of land availability, Handhold State in preparation of type design for DMA based 24x7 water supply schemes etc.*

### **5. Reporting Structure**

PDMC will report to the Mission Director , SMMU AMRUT Kerala or any officer nominated by the Mission Director, for this assignment and will work closely with the officers from KWA, CMMU and other stakeholders responsible for the implementation of AMRUT 2.0 objectives.

### **6. Data, local services and facilities to be provided by the client**

a. The client would make available the following to the Consultant:

- I. Any supporting documents necessary for the completion of the consultant's duties
- II. Access to all relevant previous studies, reports, documents and contracts related to the Project on request by the consultants.
- III. Assistance in arranging meetings with the concerned Ministries and Departments of the Government of Kerala, Departments of the State Government, project executing agencies and other authorities as necessary during the course of the consultant's work.

**b.** The consultants shall verify the correctness of the data/information provided by the client and satisfy themselves with the accuracy of data/information /material before these are used. Data/information/material provided to the consultants shall remain the property of the originating agency and shall be provided solely for the purpose of the work conducted under this contract. All such borrowed material shall be returned to the client/concerned agency/originating agency upon completion of the assignment. Apart from data/information provided by the client and that which the consultants could procure from other agencies, the consultants shall be responsible to collect any other data/information required for the assignment, through field survey and investigations.

**c.** The office space for the entire team of experts and additional space for 10 resources from SMMU or any resource identified by SMMU, vehicle for transportation, lodging, boarding, other overheads, communication costs and any other allowances required for this consulting service shall be arranged by the consultants themselves.

## **7. Payment Schedule, Reporting Requirement & Time Schedule of Deliverables**

- i. Consultant shall carry out the assignment under the overall supervision and control of office of SMMU AMRUT Kerala. The consultant shall submit the monthly progress reports (MPR) by 10th of each month except the month following the Inception Report, through hard as well as soft copy, capturing the progress across all the parameters as advised by SMMU. This MPR shall also capture monthly plan and travel plan for the next month. Employer shall review and revert to the MPR within 30 days time.
- ii. Consultant will update Task register every month along with progress achieved against each task in previous month.
- iii. Invoice will be due as per indicated timelines, along with submission of Report compiling all relevant deliverables and timesheet of team members deployed for that period.

### **7.1 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.
- ii. The First instalment of recovery shall be effected form each running bill paid immediately following the payment of mobilization 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.
- iii. 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; after actual deployment of the key experts.
- iv. Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per Appendix of Financial Proposal – Section 4 Failure on the part of the Consultant to perform any part of its services or breach in achieving deliverables as stated above shall attract liquidated damages.



## 7.2 Reports and Documents to be submitted by the Consultant to Client

- i. The Consultant shall submit to the client the reports and documents in bound volumes (and not spiral binding form) after completion of each stage of work as per the schedule and in the number of copies as given in Deliverables. Further, the reports shall also be submitted in Pendrive / CD"s in addition to the hardcopies as mentioned in deliverables. Consultant shall submit all other reports mentioned specifically in the preceding paras of the TOR.
- ii. 2. The time schedule for various submissions prescribed at Sl. No.1 above shall be strictly adhered to. No time overrun in respect of these submissions will normally be permitted. Consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out at Sl.No.1 above are completed as stipulated.

## 7.3 Deliverables in each stage of project

- i. The key stages, activities and deliverables for the detailed project report are as described in these documents
- ii. The following section describes the detailed requirements for each report that needs to be submitted
- iii. Formats for submission of Reports and Documents to understand any additional format and content requirements
- iv. All reports must be submitted along with the relevant checklist form completed and signed off by the consultant.

<b>Sl. No</b>	<b>Stage</b>	<b>Key Activities</b>	<b>Report/Deliverable submitted</b>	<b>Time frame from date of LOA</b>
1	Inception	Mission planning and mobilizing	Inception Report	15 days
2	Verification, review and validation of CWBP, whichever is finalised	Reviewing CWBP for all 93 ULBs and preparing CWAP for the same. Reviewing CWAP in all respective ULBs of already prepared	Data Validation Report and updating the Mission Portal	30 days
3	Approval of City Water Action Plan (CWAP) and preparation of State Water Action Plan (SWAP)	Submission of CWAP and State Water Action Plan	CWAP & SWAP	15 days from Stage Sl. No.02
4	Draft Detailed Project Report (DPR)	Submission and approval of DPR	Draft Detailed Project Report (DPR) Document	30 days from approval of Stage Sl.No. 3

5	Final Detailed Project Report	Finalizing Detailed Project Report	Detailed Project Report (DPR) Document	15 days from approval of Sl.No. 4
6	Appropriate approval for Estimates/Design/Tenders/Bid Documents	Submission	Appropriate approval for Estimates/Design/Tenders/Bid Document	60 days from approval of Sl.No.4.
7	Contract Completion Reports for each project package.	Submission and approval		
8	Monthly Progress Report	Submission	Monthly Progress Report	By 10th of each month except the month following the Inception Report
9	Quarterly Progress Report	Submission	Quarterly Progress Report	Every 10 <sup>th</sup> day of Quarter end.
10	Yearly Progress Report	Submission	Yearly Progress Report	Every 10 <sup>th</sup> day of Year end.

Note:

\*Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit this certificate and time sheet at the time of submission of bills to Client from time to time.

\* Employer shall ensure and certify the details submitted by the Consultant before releasing the payment to the Consultant.

\* Comments/Suggestions/ modifications/ amendment/ approvals, if any, on the reports submitted would be conveyed to the Consultant within 30 days (subject to the availability of the competent authority).

\* Payment shall be made within 30 days of Receipt of the Invoice with supporting documents.

\* Payments to NGOs/ Registered Societies / civil societies / Academic Institutions /Not for profit partner may be bifurcated and submitted if, GST or any other taxes/ Govt. charges are not payable for NGOs/ Registered Societies / civil societies / Academic Institutions (proof of exemption to be submitted)

\*PDMC team shall follow the calendar followed by SMMU AMRUT Kerala.

## **8. Firm's experience and list of key positions for the assignment**

- a. The Firm must demonstrate strong prior experience of working on similar assignments in WASH sector with International Development Agencies(multilateral and/or bilateral) in India/South Asia Region at large. It is important for the consultants to demonstrate the

institutional experience in execution of assignments focusing on project management of complex infrastructure.

- b. The firm must demonstrate their understanding of the regional context of Kerala and challenges related to WASH sector.
- c. The firm is expected to provide the required technical experts and other support staff/analysts, as applicable to achieve the planned outputs.
- d. The firm shall propose the requested team which covers then necessary areas of expertise and ensure that the team is well-versed with local context and linguistic requirements for the assignment. The firm will be required to supplement with adequate support staff to ensure quality and timely output.

### 9. Ownership:

Documents prepared by the Consultant to be the property of the Client. All deliverables in the form of data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) submitted by the Consultant under this Contract shall, not later than upon termination or expiration of this Contract, be delivered to the Client, together with a detailed inventory thereof.

### 10. Estimated Effort

SN	Team Structure for PDMC	No.	Full Time (FT)/ Part Time (PT)	Year 1	Year 2	Year 3	
<b>Core Team</b>							
1	Team Leader	1	FT	12	12	12	
2	Water Sector Expert	1	FT	12	12	12	
3	Used Water Expert	1	FT	12	12	12	
4	Procurement cum Contract Management Expert	1	FT	12	12	12	
5	Social Mobilization Expert cum IEC Expert	1	FT	12	12	12	
6	MIS Expert cum Data Analyst	1	FT	12	12	12	
<b>Support Team</b>							
1	Junior Water Expert - 1	1	FT	12	12	12	
2	Junior Water Expert – 2	1	FT	12	12	12	
3	Junior Used Water Expert -1	1	FT	12	12	12	
4	Junior Used Water Expert -2	1	FT	12	12	12	
5	Junior Procurement cum Contract Management Expert - 1	1	PT	12	6	0	
6	IT Expert	1	PT	12	0	0	
7	Project Associates	5	FT	60	60	60	
<b>Total person month</b>				<b>570</b>	<b>204</b>	<b>186</b>	<b>180</b>

### 11. Key Resources experience and qualification requirements

#### A - Core team (CVs to be assessed)

SN	Key Professional	Education qualifications & Experience
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1	Team Leader	<ul style="list-style-type: none"> <li>• Graduate in Engineering and Post Graduate in Management/ Post Graduate in Planning/ Env. Studies or equivalent</li> <li>• Atleast15 years' experience in Urban Service delivery (Water Supply/ Sewerage)</li> <li>• Experience in leading the team as Team Leader / Managerial Level for handling of PHE / Water Supply/Liquid Waste Management</li> </ul>
2	Water Sector Expert	<ul style="list-style-type: none"> <li>• Graduate in Engineering and Post Graduate in Environmental Engineering/ Hydraulics Engineering</li> <li>• Atleast10 years' experience in Water supply projects</li> </ul>
3	Used Water Expert	<ul style="list-style-type: none"> <li>• Graduate in Engineering and Post Graduate in Environmental Engineering</li> <li>• Atleast10 years' experience in liquid waste management projects</li> </ul>
4	Procurement cum Contract Management Expert	<ul style="list-style-type: none"> <li>• Graduate in Engineering/Management with Post Graduate in Construction Management</li> <li>• Atleast10 years' experience in public procurement and contract administration of large works</li> </ul>
5	Social Mobilization cum IEC Expert	<ul style="list-style-type: none"> <li>• Post Graduate in Social Work/Sociology/ Communications or equivalent</li> <li>• Atleast10 years of work Experience in infrastructure / development projects focusing on community engagement and IEC</li> </ul>
6	MIS cum Data Analyst Expert	<ul style="list-style-type: none"> <li>• Graduate/ Post Graduate in Engineering in IT/ Computer Science/ MCA or equivalent</li> <li>• Atleast10 years or more of work experience of data management on the MIS Application for monitoring of Infrastructure Projects</li> </ul>

### **B - Support staff (CVs not to be assessed)**

<b>SN</b>	<b>Key Professional</b>	<b>Education qualifications &amp; Experience</b>
7	Junior Water Expert	<ul style="list-style-type: none"> <li>• Graduate in Engineering</li> <li>• Atleast5 years' experience in Water supply projects</li> </ul>
8	Junior Used Water Expert	<ul style="list-style-type: none"> <li>• Graduate in Engineering</li> <li>• Atleast5 years' experience in liquid waste management projects</li> </ul>
9	Junior Procurement cum Contract Management Expert	<ul style="list-style-type: none"> <li>• Graduate in Engineering/ Construction Management</li> <li>• Atleast5 years' experience in public procurement and contract administration works</li> </ul>
10	IT Expert	<ul style="list-style-type: none"> <li>• Graduate Engineering in IT/ Computer Science/ MCA or equivalent</li> <li>• Atleast5 years or more of work experience of data management on the MIS Application for monitoring of Infrastructure Projects</li> <li>• Experience in web application development for project</li> </ul>

SN	Key Professional	Education qualifications & Experience
		management
11	Project Associate 1	<ul style="list-style-type: none"> <li>• Graduate in Engineering / Management or other relevant disciplines</li> <li>• Atleast 1 year of work experience/ internship</li> </ul>
12	Project Associate 2	<ul style="list-style-type: none"> <li>• Graduate in Engineering / Management or other relevant disciplines</li> <li>• Atleast 1 year of work experience/ internship</li> </ul>
13	Project Associate 3	<ul style="list-style-type: none"> <li>• Graduate in Engineering / Management or other relevant disciplines</li> <li>• Atleast 1 year of work experience/ internship</li> </ul>
14	Project Associate 4	<ul style="list-style-type: none"> <li>• Graduate in Engineering / Management or other relevant disciplines</li> <li>• Atleast 1 year of work experience/ internship</li> </ul>
15	Project Associate 5	<ul style="list-style-type: none"> <li>• Graduate in Finance / Management or other relevant disciplines</li> <li>• Atleast 1 year of work experience/ internship</li> </ul>

C – Other experts (CVs not required for assessment and expert’s fee to be not part of financial proposal. However, rate of expert to be quoted so as to be deployed on need basis by client in future as per requirement.)

SN	Key Professional	Education qualifications & Experience
A	Master Planner with GIS expertise	<ul style="list-style-type: none"> <li>• Post Graduate in Urban Planning with GIS Expertise</li> <li>• Atleast5 years of work experience in Urban Master Planning involving GIS mapping</li> </ul>

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. At this stage Employer may call the core experts for virtual or in-person interview before the signing of contract. Employer may ask for replacement of any core expert if candidate is not found suitable for the position during the interview process.

## 12. Replacement of Core team

- 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.
- d. Any of the need for replacement of Core team member beyond Clauses (a) and (b) shall be allowed upto two replacements. After first two replacements it shall attract a deduction of 10% of the remuneration quoted for the position for upto another two replacement. Any subsequent replacements of Core team member shall attract 20% deduction of remuneration quoted for the position.

## **Section 6. Standard Form of Contract**

# **STANDARD FORM OF CONTRACT**

## **Consultants' Services**



## **Contents**

- I. Form of Contract
- II. General Conditions of Contract
  - 1. General Provisions
  - 2. Commencement, Completion, Modification and Termination of Contract
  - 3. Obligations of the Consultant
  - 4. Consultants' Personnel and Sub-Consultants
  - 5. Obligations of the Employer
  - 6. Payments to the Consultant
  - 7. Fairness and Good Faith
  - 8. Settlement of Disputes
  - 9. Liquidated Damages
  - 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
  - Appendix A – Description of Services
  - Appendix B - Reporting Requirements
  - Appendix C - Staffing Schedule
  - Appendix D - Cost Estimates in Foreign Currency
  - Appendix E - Duties of the Employer

# CONTRACT FOR CONSULTANTS' SERVICES

**between**

**[name of the Client]**

**and**

**[name of the Consultant]**

**Dated:**

## I Form of Contract

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

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

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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

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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 JV/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”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) 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.
- (h) 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.
- (i) 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.
- (d) Any of the need for replacement of Core team member beyond Clauses (a) and (b) shall be allowed upto two replacements. After first two replacements it shall attract a deduction of 10% of the remuneration quoted for the position for upto another two replacement. Any subsequent replacements of Core team member shall attract 20% deduction of remuneration quoted for the position.

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

**5. OBLIGATIONS OF THE “EMPLOYER”**

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

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

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

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

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

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

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

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

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

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

(b) Professional and support counterpart personnel, excluding “Employer’s” liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

## **6. PAYMENTS TO THE CONSULTANT**



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

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

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

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than 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.

## **9. Liquidated Damages**

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

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

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.50 % 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 JV/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>“Employer” : State Mission Management Unit, AMRUT Kerala under the Local Self Government Department, Government of Kerala Attention :Mr.....</p> <p>Facsimile : .....</p> <p>iii Consultant :</p> <p>Attention :</p> <p>Facsimile :</p>
2	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer” :.....Urban Development Department, Government of India</p> <p>For the Consultant:</p>
4	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. 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>c) Tax will be deducted at source as per the prevailing Income Tax Rules.</p> <p>d) Statutory deductions as per prevailing rules would be made from the payments to the Consultants..</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5	1.10.3	Not Applicable
6	2.1	The effectiveness conditions are the following: (iii) Approval of the contract by the Employer (ii) Appropriate security for advance payment acceptable to the “Employer” (iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.
7	2.2	The time period shall be one month
8	2.3	The time period shall be 15 days
9	2.4	The time period shall be ..... Months
10	3.4	Limitation of the Consultants’ Liability :  Limitation of the Consultants’ Liability towards the “Employer” (i) The ceiling on Consultant’s liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.
11	3.5	The insurance coverage against the risks shall be as follows: a) Professional indemnity insurance, with a minimum coverage of the <i>total ceiling amount of the Contract</i> . b) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-contractor in accordance with the relevant provisions of the applicable law in the country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and c) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services.  <i>Note: In case the Agency maintains Professional Indemnity Insurance as the umbrella policy for the entire organization, an undertaking from the authorized signatory would have to be submitted declaring that the professional services provided under this Contract are covered under the umbrella policy of the Agency.</i>
12	4.6	Not Applicable
13	6.1(b)	The ceiling in local currency is: [insert amount and currency]

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
14	6.3	<p>1) 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.</p> <p>2) The First instalment of recovery shall be effected form 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>3) <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>4) <b>Payment for Reimbursable Expenses</b> as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per Appendix of Financial Proposal – Section 4</p> <p>5) Payment for Provisional Sum as per Appendix of Financial Proposal – Section 4</p> <p>6) Failure on the part of the Consultant to perform any part of its services or breach in achieving deliverables as per schedule shall attract liquidated damages.</p> <p>7) If the deliverables are not submitted as per schedule or as accepted by the Employer, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.</p> <p>8) If the deliverables are not acceptable to the Employer, 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 0.5% of total cost of the services for every week or part thereof for the delay</p>
15	8	-Arbitration shall not be a measure of resolution. The Court case proceedings shall take place in Kerala in India.
16	11	The Performance Security amount is 3 % 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”).