

**PROJECT DEVELOPMENT MANAGEMENT CONSULTANTS (PDMC)**  
*for*  
**ATAL MISSION *for* REJUVENATION *and* URBAN TRANSFORMATION**  
**(AMRUT 2.0)**  
***Andhra Pradesh***

Request for Proposal

**Issued on: 28 -12-2022**

**Employer:** ***Andhra Pradesh Urban Finance and Infrastructure Development Corporation, `***  
***Government of Andhra Pradesh***

*Represented by:*

***Managing Director, APUFIDC, 5<sup>th</sup> Floor, Dhoom Complex, Srinivasanagar Bank***  
***Colony, Vijayawada.***

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<b>Project Name</b>	:	ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT 2.0)
<b>Name Of The Ministry/ Department</b>	:	MUNICIPAL ADMINISTRATION AND URBAN DEVELOPMENT DEPARTMENT, GOVERNMENT OF ANDHRA PRADESH.
<b>Name of the Mission Directorate</b>	:	ANDHRA PRADESH URBAN FINANCE AND INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED.
<b>Title of Consulting Services</b>	:	PROJECT DEVELOPMENT MANAGEMENT CONSULTANT (PDMC) for ATAL MISSION for REJUVENATION and URBAN TRANSFORMATION (AMRUT 2.0), ANDHRA PRADESH – FOR SOUTH REGION (58 ULBs).

### **Schedule of RFP Process and key dates**

Providing Consultancy Services for Project Development Management Consultancy (PDMC) for Atal Mission for Rejuvenation and Urban Transformation (AMRUT 2.0), Andhra Pradesh – for SOUTH Region (58 ULBs).

S. No	Event Description	Date	Time
1.	RFP can be downloaded from AP e- procurement portal <a href="http://Tender.apecprocurement.gov.in">http://Tender.apecprocurement.gov.in</a> . And also can be downloaded from website of C&DMA Govt. of AP <a href="http://www.cdma.ap.gov.in">http://www.cdma.ap.gov.in</a>	28/12/2022	3.00 PM
2	Last date for submission of queries through email on <a href="mailto:engineering.apufidc@gmail.com">engineering.apufidc@gmail.com</a>	20/01/2023	3.00 PM
3.	Pre-bid meeting will be conducted only online  Time and place/web link of pre-bid meeting will be shared to those agencies only, who sent mail at <a href="mailto:engineering.apufidc@gmail.com">engineering.apufidc@gmail.com</a> showing interest to attend the pre-bid meeting. The queries will be answered in the pre-bid meeting.  Google Meet joining info Video call link: <a href="https://meet.google.com/hhf-tjds-ryp">https://meet.google.com/hhf-tjds-ryp</a>	23/01/2023	11.30 AM
4.	Final answers to the pre-bid queries will be uploaded	25/01/2023	3.00PM
5.	Last date for submission of proposal online	30/01/2023	5.00 PM
6.	Opening of Technical Proposals	02/02/2023	3.00PM
7.	Presentation by the bidder on Approach & Methodology	06/02/2023	11.00AM
8.	Opening of Financial Proposal	Will be intimated later	
9.	Date & Time of start of Reverse Auction	Will be intimated later	

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

[insert: Name and Address of Consultant]

Dear Mr./Ms.:

1. The Andhra Pradesh Urban Finance and Infrastructure Development Corporation, (APUFIDC), a Government of Andhra Pradesh Company (hereinafter called “Employer”) is the State Mission Directorate for AMRUT 2.0 in continuation of AMRUT under the Municipal Administration and Urban Development Department, Government of Andhra Pradesh. APUFIDC as a State Level Nodal Agency, is implementing the ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT) in the State.
2. The Employer invites proposal from eligible consultants to provide the following consulting services: **PROJECT DEVELOPMENT MANAGEMENT CONSULTANCY FOR ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT 2.0)**. More details on the services are provided in the Terms of Reference and qualification requirements are given in the Instructions to Consultants (ITC) of this RFP document. Interested consulting Firms are invited to participate in the RFP process and can download the RFP and submit their proposal as mentioned in the attached RFP document. Consultants may upload their proposal at <http://tender.apecurement.gov.in> before the time mentioned in the RFP document. The details regarding the bid document fee, bid processing fee and submission procedure etc. are mentioned in the RFP.
3. The department will select the agencies as per the procedure described in the RFP.
4. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Bid 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. (GCC & SCC)

**NIT: APUF-11025(31)/1/2022/2-ENG SEC-APUFIDC; Dt: 28.12.2022**

<b>Department Name</b>	ANDHRA PRADESH URBAN FINANCE & INFRASTRUCTURE DEVELOPMENT CORPORATION Ltd., (APUFIDC Ltd), VIJAYAWADA.
<b>Name of Work</b>	PROJECT DEVELOPMENT MANAGEMENT CONSULTANT (PDMC) for ATAL MISSION for REJUVENATION and URBAN TRANSFORMATION (AMRUT 2.0), ANDHRA PRADESH – FOR SOUTH REGION (58 ULBs).
<b>Period of Completion of Project</b>	48 months.
<b>Earnest Money Deposit (EMD)</b>	An amount of <b>Rs. 25.00 Lakhs</b> towards EMD in the shape of DD or B.G in favor of The Managing Director, APUFIDC Ltd., Vijayawada with a validity of <b>120 days</b> from the date of Notification of Tender.
<b>Liability Period (LP)</b>	24 Months (2 Years ) from the date of completion of project period.
<b>Administrative approval</b>	Memo No. 1607042/UBS/2021, Dt: 13-06-2022 of MA&UD Department, GoAP.
<b>Form of Contract</b>	Time Based
<b>Tender Type</b>	e-procurement - Open Competitive Bidding
<b>Method of selection</b>	Combined Quality Cum Cost Based System (CQCCBS) & Reverse Tendering cum Auction.
<b>Eligibility for Participating in Tender</b>	<p><b>A. GENERAL REQUIREMENTS:</b></p> <p><b>1. Registration:</b> Firm / Company registered under Companies Act 1956 of Andhra Pradesh /other state governments in the Country/ Central Government anywhere in the country.</p> <p><b>2. Financial Turn Over:</b> A minimum average annual turnover of <b>Rs. 10.00 Cr</b> during the last five (5) financial years.</p>

	<p><b>3. Experience:</b> Experience in any of the engineering sectors, at least 5 (Five) similar assignments (Project Management Consultancy/TPQC / Independent Review and Monitoring Agency (IRMA) / for similar assignments at Government level (Central/ State/ Municipal) in the last 10 years, out of which it should have experience in</p> <ul style="list-style-type: none"> <li>a) At-least one assignment of PDMC (involving construction supervision)</li> <li>b) At-least one assignment of Quality Control (QC)/ Quality Assurance (QA).</li> <li>c) Independent Review and Monitoring Agency (IRMA)</li> </ul> <p>In respect of a) , b) &amp; c) above, together the project cost shall be minimum of <b>Rs. 25.00 Cr.</b>, and at least 50% of the assignment should have been completed by the date of RFP.</p> <p><b>4. Experience in Similar assignment:</b> Urban Infrastructure like Water Supply/ Sewerage / Septage management/ shall be covered in the above engineering sectors.</p> <p><b>5.</b> The following Government Orders will be effected for qualifying the bidders:</p> <ul style="list-style-type: none"> <li>1) G.O.MS.No.67, Date: 16-08-2019 of Water Resources (Reforms) Department, Govt of A.P.</li> <li>2) G.O.Ms.No.79, Finance (HR-V-TFR) Department date: 25-08-2020, Govt. of A.P.</li> <li>3) G.O.Ms. No. 50, Dt. 15.10.2020 of Water Resources (Reforms) Department.</li> </ul>
<p><b>Procedure for Bid Submission/ Online Tendering Process</b></p>	<ul style="list-style-type: none"> <li>a) Tender schedule can be downloaded from the AP e-procurement portal: <a href="https://tender.approcurement.gov.in">https://tender.approcurement.gov.in</a></li> <li>b) Intending bidders can contact Procurement Specialist, APUFIDC Ltd., Vijayawada, Andhra Pradesh Mobile No.7675836600 for any clarification, information on any working day during working hours.</li> <li>c) The bidder shall submit the bid and all related correspondence shall be done in English language only.</li> <li>d) All bidders must fill out the pre-qualification checklist in the templates provided and sign on the self-declaration form stating their compliance with all the technical and financial pre-qualification criteria and upload the same.</li> </ul>



	<p>e) All bidders must upload all supporting documents in the e-procurement portal validating their declarations and uploaded in the templates provided for the same under the technical and commercial pre-qualification criteria laid out in the checklist.</p> <p>f) The bidders should quote their initial price offer at the prescribed field / space provided in the e-procurement within the prescribed period.</p> <p>g) The bidder shall sign on all the documents uploaded by him including EMD along with the self-declaration for fulfilling pre-qualification criteria set by the Department (on the checklist) owning responsibility for their correctness/authenticity and upload along with Tender.</p> <p>h) The Client will carry out initially the evaluation based on the information furnished in the given templates with regard to both technical and commercial pre-qualification criteria based on the declaration uploaded by the bidder.</p> <p>i) The bid process will be done as per G.O. Ms. No. 50, Dt:15.10.2020 of Water Resources (Reforms) Dept, based on the uploaded certificates, documents, EMD, Affidavit, in the e-procurement system during PQ stage, and open the price bids of technically responsive bidders only and proceed further for Reverse Tendering cum Auctioning.</p> <p>j) The price bids of technically responsive bidders will be opened on the date and time fixed.</p> <p>k) After identification of the L-1 Initial Price Offer, eligible bidders shall be transferred to the Reverse Auction Platform.</p> <p>l) The Time and Date will be displayed for Reverse Tendering process.</p> <p>m) All bidders satisfying Pre- Qualification criteria and technical requirement as per their submittals and self- declaration on e- procurement site shall quote their initial price offer.</p> <p>n) The initial price offers of all the bidders technically qualified in evaluation shall be opened and the lowest quoted price bid among the qualified bidders in the tender process shall be determined.</p>
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<b>Digital Certificate Authentication:</b>	<p>The bidder shall authenticate the Bid with his Digital Certificate for submitting the Bid electronically on <i>ap-e procurement</i> platform and the bids not authenticated by digital certificate of the Tenderer will not be accepted on ap e-procurement platform. The authorized signatory of the intending tenderer, as per the Power of Attorney (PoA) must have a valid digital signature. The tenderer shall upload their tender using digital signatures of the authorized signatory as per the PoA only. The tenders uploaded without being authenticated by the digital signature of authorized signatory will not be accepted on the ape-procurement platform. All the tenderers need to obtain Digital Signature Certificate from APTS. For obtaining Digital Signature Certificate, please contact: Andhra Pradesh Technology Services Limited, Vijayawada.</p> <p>The authorized signatory of the intending bidder as per the Power of Attorney (PoA) must sign each page of its submission before scanning the same and uploading on e-procurement portal. The Tenderer shall sign on the statements, documents, certificates uploaded by him accepting responsibility for their correctness / authenticity.</p>
<b>Reverse Tendering Process</b>	<ol style="list-style-type: none"> <li>After identification of the L-1 Initial Price Offer, eligible bidders shall be transferred to the Reverse Auction Platform.</li> <li>The L1 Price Offer (Initial) shall be the maximum allowable Bid price for the Reverse Tendering process.</li> <li>Only one round of Reverse Tendering shall be carried out in which bidders can revise their bids multiple times within the time limits specified.</li> <li>At the start of the Reverse Tendering process the Maximum Allowable Bid Price will be set and bidders shall submit their bids in online platform.</li> <li>Names of the bidders / vendors shall be anonymously masked in the Reverse Tendering process and vendors will be given suitable dummy names.</li> <li>The initial period of the Reverse tendering process will start after 3 hours of opening of the price bids, following which there will be auto extensions of time by 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.</li> <li>Only the current L1 bid shall be visible to all bidders</li> </ol>

	<p>who may revise their bids until the end of the process.</p> <p>h) Decrements made in each subsequent bid shall not be less than 0.5% or amount in multiples of Rs.1.00 Lakh of the L1 price (Base Price) in the commercial stage.</p> <p>i) The L1 bid may be determined following a period of inactivity of more than 15 minutes of reverse bidding after the initial 3-hour period after closure of the main bidding.</p>
<b>Conclusion of the Reverse Tendering Process</b>	<p>a) The offer of L-1 bidder or successful bidder based on the financial quote will be awarded the contract. The EMDs of other unsuccessful bidders will be refunded.</p> <p>b) If any variation is noticed between the uploaded documents, information furnished in the given templates in respect of both technical and commercial prequalification criteria and the self-declaration submitted by the bidder, the bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. If any of the documents furnished by the bidder are found to be false / fabricated / bogus, at any time the bidder will be black listed and the EMD will be forfeited.</p> <p>c) In case of the <b>L1</b> bidder being disqualified, the Department reserves the right to restart the reverse auction process with the <b>L2</b> price of the concluded reverse auction as the start/ maximum bid price <b>OR</b> to restart the entire tendering process from the NIT Stage. In either case, the date and time of the subsequent process shall be communicated to the remaining bidders.</p> <p>d) <b>e-procurement corpus fund:</b> An e-procurement corpus fund of <b>Rs. 10,000/-</b> administered by APTS has to be paid by the successful bidder in the shape of online payment to AP Technological Services, Vijayawada at the time of concluding the agreement.</p>
<b>Evaluation Procedure</b>	<p>a) The qualified bidders/consultants during the Technical Evaluation will be eligible for opening of their financial bids.</p> <p>b) Due following the Reverse Tendering process, L1, L2, L3 and L4 bidders.... will be re-evaluated with their scores obtained during the Technical evaluation and the combined scoring will be arrived. The highest among the Combined Score will be treated as <b>H1</b> Bidder and Successful Bidder.</p>

	c) The weightage for Technical score will be considered as 70% and financial score will be considered as 30% during combined scoring.
<b>Bid Validity</b>	<b>120 days from the date of Bid submission</b>
<b>Bid Security (Electronic/BG)</b>	<b>EMD for Rs.25.00 Lakhs in the form Demand Draft, online payment or BG in favor of The Managing Director, APUFIDC, Vijayawada valid up to 120 days from the last date prescribed for submission of tenders.</b> <b>The details of Account to be remitted:</b>
<b>Transaction Fee:</b>	<b>Rs.10,000/- plus GST 18% to be paid online in AP e-procurement Platform.</b>
<b>Non Refundable Bid processing fee</b>	<b>Rs. 25,000/- D.D. in favor of The Managing Director, APUFIDC, Vijayawada, non-refundable</b>
<b>Bid Document Downloading Start Date &amp; time</b>	<b>28 -12-2022 @ 3.00 PM</b>
<b>Bid Document Downloading Close Date</b>	<b>25-01-2023 @ 3:00 PM</b>
<b>Pre-Bid Meeting Date(Online)</b>	<b>23 –01–2023 @ 11:30 AM @ APUFIDC Office, Vijayawada</b> Google Meet joining info Video call link: <a href="https://meet.google.com/hhf-tjds-ryp">https://meet.google.com/hhf-tjds-ryp</a>
<b>Pre-Bid Meeting Clarification Date</b>	<b>25-01–2023 @3.00PM</b>
<b>Bid Submission last Date and time</b>	<b>30–01–2023 @ 05:00 PM</b>
<b>Opening of Bids</b>	<b>02 –02–2023 @ 03:00 PM</b>
<b>Opening of Commercial Bid</b>	<b>Will be intimated later</b>
<b>e-Auction Date and time</b>	<b>Time will be intimated to the Eligible bidders.</b>
<b>Place of bid opening</b>	O/o. APUFIDC, Vijayawada
<b>Officer Inviting Bids</b>	Managing Director, APUFIDC, Vijayawada
<b>Address:</b>	O/o The Managing Director, APUFIDC, 5 <sup>th</sup> Floor, Dhoom Complex, Srinivasanagar Bank Colony, Vijayawada.

<b>Contact Person</b>	Sri. M. Brahmaji, Procurement Specialist, APUFIDC Phone No: 7675836600 Email id: engineering apufidc@gmail.com
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Note: 1) Bid Security shall be paid Online or Unconditional and Irrevocable Bank Guarantee on Rs.100/- Non-Judicial Stamp Paper, Valid For 120 Days from The Last Date prescribed for submission of Tenders, in favor of Managing Director, APUFIDC.

2) The bidder has to upload the scan copy of online transfer acknowledgment / Bank Guarantee along with the bid. The Hard copies of the above shall reach the office of the APUFIDC, before opening of the Technical Bids

## ***Section 2 Instructions to Consultants-Part I***

### **1. Definitions**

- (a) **“Employer”** means the Department who have invited the bids for consultancy services and/or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract. For the purpose of this RFP, the Employer is APUFIDC.
- (b) **“Consultant”** means any entity or person or associations of persons that may 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 the General Conditions (GC), the project Specific Conditions (SC), and the Appendices, the format of which is part of this RFP
- (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) **“GoI”** means the Government of India
- (g) **“GoAP”** means the Government of Andhra Pradesh/State Government.
- (h) **“Instructions to Consultants”** (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- (i) **“LoI”** (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the consultants.
- (j) **“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.
- (k) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- (l) **“RFP”** means this Request for Proposal document for the selection of Consultants, based on the SRFP.
- (m) **“SRFP”** means the Standard Request for Proposals for AMRUT, 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 detailed terms and conditions contained in the RFP at **Section 5** specifying 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 will select a consulting firm/s organization/s (the Consultant) with the method of selection specified in the Part II - Bid Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Bid Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in **Section 5**.
- 2.3 The date, time and address for submission of the proposals have been given in Part II – Bid Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part-II- Bid 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 – Bid Data Sheet before submitting a proposal and to attend a **Pre-Bid meeting** if one is specified in the Part II – Bid Data Sheet. Attending the pre-bid meeting is optional, but desirable. Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-bid 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 - Bid 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, their evaluation and contract negotiation. The Employer is not bound to accept any or all proposals, 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 – Deleted.

## 4. Clarification and Amendment of RFP Documents

- 4.1 Consultants may request clarifications on any clause of the RFP document up to the date of pre-bid meeting indicated in the Part II - Bid Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II - Bid 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/corrigendum in writing or by standard electronic means. The addendum/corrigendum will be made available on it e-procurement portal and will be binding on them. 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 advice 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 The PDMC services are required for two regions, namely North Region of ULBs (64) & South Region (58 ULBs).
- 7.2 Consultants may submit one proposal for any or both of Regions. If a Consultant submit or participates for both proposals, such proposals shall be evaluated technically and will be qualified for commercial bid for one region only, whichever is finalized first..
- 7.3 In case a consultant is found successful bidder for one region for award, he will not be considered as eligible for competition of second region, for awarding of consultancy services though he is qualified.

## **8. Proposal Validity**

- 8.1 The Part II Bid Data Sheet to consultant indicates how long the 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 in respect of payment schedule 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 subject to fulfilment of originally evaluated qualification criteria. Consultants who do not agree have the right to refuse to extend the validity of their proposal/s. 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) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Bid 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 it proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

- (b) 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-3**. The Part II Bid Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of incomplete or defective 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-3** 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 will be provided in Form Tech-2. In the same Form, the consultant. Information relevant and applicable to the consultant should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract / certificate of completion or partial completion from competent authority for all the assignments mentioned in the proposal.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job, value additions if any; 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, innovations if any, 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). However, the CVs of the Team Leader and the Deputy Team Leader shall be signed by themselves.

- (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Bid 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 Bid Data sheet. If appropriate, these costs should be broken down by activity and 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.** (Fin Forms Shall be furnished by the Successful Bidder only before award of the Contract during Negotiations).

**10. Taxes**

- 10.1 The Consultants shall fully familiarize themselves about the applicable domestic taxes GST or any other impositions under the laws of India on amounts of fees/remuneration payable by the Employer for the total assignment under the Contract. **The consultant shall include all applicable Taxes separately in its Financial Proposal.**

**11. Currency**

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

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

**12.1 Earnest Money Deposit**

- I. EMD for **Rs.25.00 Lakhs** in the form Demand Draft, online payment or BG in favor of The Managing Director, APUFIDC, Vijayawada valid up to **120 days** from the last date prescribed for submission of tenders, must be submitted along with the Proposal

The details of Account to be remitted: **A/c No.110511100002810, IFS Code:UBIN0802034**

- II. Proposals not accompanied by EMD shall be rejected and will become as non-responsive.  
III. No interest shall be payable by the Employer for the sum deposited as EMD.  
IV. The EMD of the unsuccessful bidders would be returned within one month of signing of the contract with the successful bidder.
- 12.2 The EMD shall be forfeited by the Employer in the following events:  
I. If the 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.

### 13. Bid Processing Fee

All consultants are required to pay **Rs.25,000/- (Indian Rupees Twenty Five Thousand Only)** towards Bid Processing Fee in the form of Demand Draft drawn in favour of The Managing Director, APUFIDC, Vijayawada Employer (as indicated in Bid Data Sheet) and payable at Vijayawada. The Bid Processing Fee is Non-Refundable.

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

14.1 Bids shall be submitted through online only.

<http://Tender.apecurement.gov.in/login.html> Platform

14.1 The participating bidders in the RfP should register themselves Free of cost on e-Procurement platform in the website  
<http://Tender.apecurement.gov.in/login.html>

14.2 Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.

14.3 The bidders who are desirous of participating in e- procurement shall submit their technical bids, financial bids as per the standard formats available at the e-market place.

14.4 The bidders should scan and upload the respective documents in Technical bid documentation as detailed at Sections of the RfP including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity. The commercial offer (financial bids) should be quoted online only.

14.5 The original DD towards bid processing fee for an amount of Rs.25000/- in favour of Managing Director, APUFIDC, Vijayawada, is to be submitted before opening of the Technical Bid (Refer NIT), the bidder will clearly mention the name of the RFP and the name of the bidding agency on the top of the envelop. The Bidders are solely responsible to reach the Original DD to the Employer's office, in time.

14.6 Bidders may consider submitting the bids after issue of Minutes of the pre-bid meeting duly considering the changes made (if any) during the pre-bid meeting. Bidders are totally responsible for incorporating/complying the changes/amendments issued (if any) during pre-bid meeting or through any corrigendum.

### Other conditions:

1. If any of the certificates, documents, etc. furnished by the Bidder are found to be false/fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the EMD will be forfeited.
2. The client will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.
3. The Documents that are uploaded online one-bid for one-agency will only be considered for Bid Evaluation.
4. Reverse auctioning date and time will be informed later to the eligible bidders.

## 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 will constitute a **Tender Evaluation Committee (TEC)** which will carry out the entire evaluation process.
- 15.3 In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated 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.

### 15.4 Evaluation of Technical Proposals:

TEC 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.

- 15.5 The TEC 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 Bid 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 Bid 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 Bid Data Sheet.
- 15.6 The marks secured based on evaluation of the Technical Proposal as outlined above shall be the technical score of the Bidder ("Technical Score"). Only those Bidders who have secured minimum Technical Score of 70 or more ("Threshold Score") shall be considered for opening and evaluation of their Price Proposal.

### 15.7 Opening & Evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened-through e-procurement portal.

The TEC 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 TEC shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Normally, the date will be the date of opening of the tender unless specified otherwise in the Bid- Data Sheet.

**Reverse tendering cum Auction:**

- a. The financial proposals of the qualified bidders will be opened on the e-Procurement portal of GoAP. The least financial bid price (L1) amongst the financial proposals of the bidders will only be displayed on e-Procurement portal. The other details like bidder names, financial proposals of the other bidders will be masked on e-Procurement portal. Financial bid has been defined below in this sub-section.
- b. The L1 price opened on e-Procurement portal will be carried forward to the Reverse Auction portal. The reverse auction is proposed to be conducted for 3 hours. During the reverse auction, the bidders may choose to perform decrements or the multiples thereof, on L1 price based on preconfigured percentage value (0.5%) or an amount in multiples of Rs.1.00 Lakh on the reverse auction platform to displace a standing lowest bid and become “L1”. The standing L1 price or Effective Price will be visible to all the bidders on reverse auction portal.
- c. This will continue as an iterative process during the reverse auction. In case, if any bidder decides to lower the price in the last 5 minutes of the reverse auction duration, then the duration of the reverse auction will be automatically extended for additional 30 minutes to enable other bidders to participate further.
- d. Post conclusion of the online Reverse Auction, the Closing Price of each bidder on Reverse Auction portal shall be finalized. The financial proposal quoted on the e-Procurement portal will be considered as the final Closing Price for the bidders who choose not to decrement the L1 price on reverse auction portal.

After reverse tendering 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.

*Reference: G.O.MS. No. 67 dated 16/08/2019, Water Resource Department, Govt.of A.P.*



**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 **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.
- 16.4 **Conclusion of the negotiations:** Negotiations will conclude with the acceptance of the draft Contract, and the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer reserves the right to reject any or all the proposals received, and to invite fresh proposals.
- 16.5 **Notification of Award:** Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period (10 days), or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Client;
  - (b) name and reference number of the contract being awarded, and the selection method used;
  - (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
  - (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and

- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

## 17. Award of Contract

- 17.1 After completing negotiations, the Employer shall issue a Letter of Acceptance 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 Acceptance.
- 17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Bid 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.
- 18.2 **Publication of Award:** The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette.

## 19. Dispute Resolution Procedure:

The method of dispute resolution is as indicated in BDS and conditions of contract.

## INSTRUCTIONS TO CONSULTANT Part-II BID DATA SHEET

<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>					
1.	2.2	Name of the Employer:	Andhra Pradesh Urban Finance and Infrastructure Development Corporation Ltd., Government of Andhra Pradesh.				
2.	2.2	Name of the Assignment/job is:	Project Development Management Consultancy for <i>ATAL MISSION for REJUVANATION and URBAN TRANSFORMATION (AMRUT2.0)</i>				
3.	2.5	Time schedule and pre-bid meeting.		<b>Sl. No.</b>	<b>Activity</b>	<b>Date &amp; Time</b>	



<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>																						
		Google Meet joining info Video call link: <a href="https://meet.google.com/hhf-tjds-ryp">https://meet.google.com/hhf-tjds-ryp</a>	<table><tr><td>1.</td><td>RfP downloading Start Date (from APUFIDC &amp; CDMA websites, e procurement platform)</td><td><b>28-12-2022 &amp; 3.00 PM</b></td></tr><tr><td>2.</td><td>Pre-Bid meeting(online)</td><td><b>23-01-2023 @ 11:30 AM @ APUFIDC Office, Vijayawada</b></td></tr><tr><td>3.</td><td>RfP downloading end Date</td><td>25-01-2023@ 3.00PM</td></tr><tr><td>4.</td><td>Last date for submission of RfP</td><td><b>30-01-2023 @ 5:00 PM</b></td></tr><tr><td>5.</td><td>Opening of Technical Proposal.</td><td><b>02-02-2023 @ 03.00 PM</b></td></tr><tr><td>6.</td><td>Opening of Financial Proposal.</td><td>Will be intimated later</td></tr><tr><td>7.</td><td>Date &amp;time of start of Reverse Auction.</td><td>Will be intimated later</td></tr></table>	1.	RfP downloading Start Date (from APUFIDC & CDMA websites, e procurement platform)	<b>28-12-2022 &amp; 3.00 PM</b>	2.	Pre-Bid meeting(online)	<b>23-01-2023 @ 11:30 AM @ APUFIDC Office, Vijayawada</b>	3.	RfP downloading end Date	25-01-2023@ 3.00PM	4.	Last date for submission of RfP	<b>30-01-2023 @ 5:00 PM</b>	5.	Opening of Technical Proposal.	<b>02-02-2023 @ 03.00 PM</b>	6.	Opening of Financial Proposal.	Will be intimated later	7.	Date &time of start of Reverse Auction.	Will be intimated later
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4	14.4	Mode of Submission:	<b><a href="http://Tender.apesprocurement.gov.in">http://Tender.apesprocurement.gov.in</a></b>																					
		End Date for submission:	30.01.2023																					
		Time	17:00 hrs																					
5	2.5	The Employer’s representative is:	Procurement Specialist																					
		Address:	<b>APUFIDC, 5<sup>th</sup> Floor, Dhoom Complex, Srinivasanagar Bank Colony, Vijayawada.</b>																					
		Telephone:	-----																					
		Facsimile:	Deleted																					
		E-mail:	<a href="mailto:engineering.apufidc@gmail.com">engineering.apufidc@gmail.com</a> . <a href="mailto:apufidc@yahoo.com">apufidc@yahoo.com</a>																					
6	2.6	The Employer will provide the following inputs and	Existing data available with the ULBs which is																					

<b><u>Clause No. of Data Sheet</u></b>	<b><u>Ref of ITC</u></b>	<b><u>Particulars</u></b>	
		facilities:	necessary for the project will be provided.
7		The Employer envisages the need for continuity for downstream work:	No
8	8.1	Proposals must remain valid days after the submission date, i.e. until:	<b>120</b> days
9.	4.1	Clarifications may be requested not later than days before the submission date.	Up to 20.01-2023 @ 11.00 AM and including pre-bid meeting date as indicated in Bid-data Sheet.
		The address for requesting clarifications is:	<b>APUFIDC, 5<sup>th</sup> Floor, Dhoom Complex, Srinivasanagar Bank Colony, Vijayawada.</b>
		Facsimile:	Deleted
		E-mail:	<a href="mailto:apufidc@yahoo.com">apufidc@yahoo.com</a> <a href="mailto:engineering.apufidc@gmail.com">engineering.apufidc@gmail.com</a> .
10.	9.3 (a)	Name of Sub Consultant	Not Applicable.
11.	9.3 (b)	Duration of the assignment	48 Months
12	9.4		If the Consultants have submitted the technical proposal in improper form, the proposal will be liable for rejection.
13.	9.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech 1: Letter of Proposal submission	
		Form Tech 2: Consultant's organization & experience	
		Form Tech 3: Comments & suggestions on TOR and value additions.	
		Form Tech 4: Approach & Methodology and	Maximum of 20 pages including charts and diagrams

<b><u>Clause No. of Data Sheet</u></b>	<b><u>Ref of ITC</u></b>	<b><u>Particulars</u></b>	
		Innovations if any.	
		Form Tech 5: Team composition	
		Form Tech 6: Curriculum vitae	
		Form Tech 7: Staffing Schedule	
		Form Tech 8: Work Schedule	
		Form Tech 9: Comment / modification suggested on draft contract.	
		Form Tech 10: Information regarding any conflicting activities and declaration thereof.	
14.		Training is a specific component of this Assignment/job	Yes. Training in supervision , quality control and O&M.
15.	11.1	Consultant to state the cost in	Indian Rupees
16.	14.3	Consultant must submit the original and <b>1 (One)</b> copy of the Technical Proposal. One hard copy in addition to the softcopies uploaded in the e-procurement platform.	Hard copy of the proposal need not be submitted. Technical Proposal to be uploaded with relevant supporting documents on e- procurement platform.
17.	15.4	Evaluation Criteria: Criteria, sub-criteria for evaluation of Technical Proposals have been prescribed:	Detailed evaluation
18.	15.7	Method of Selection	Quality (70%) cum Cost (30%) Based on Selection <b>QCBS - 70:30 &amp; Reverse Tendering process.</b>

**Procedure for detailed evaluation of technical qualifications**

**For eligibility**, the Consultant shall have:

1. A minimum average annual turnover of Indian Rs. **10.00 (Ten) Cr** during the last five (5) financial years;
2. Experience in at least 5 (Five) similar assignments (Project Management Consultancy/TPQC / Independent Review and Monitoring Agency (IRMA) / for similar assignments at Government level (Central/ State/ Municipal) in the last 10 years, out of which it should have experience in
  - a) At-least one assignment of PDMC (involving construction supervision)
  - b) At-least one assignment of Quality Control (QC)/ Quality Assurance (QA).
  - c) Independent Review and Monitoring Agency (IRMA)

In respect of a) , b) & c) above, together the project cost shall be minimum of **Rs. 25.00 Cr.,** and at least 50% of the assignment should have been completed by the date of RFP.

Similar assignments considered for evaluation are: Water/Sewerage/Septage management

**Detailed Technical Evaluation: Total marks: 100**

The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

i)	<b>Specific experience of the consultant organisation strength relevant to the assignment / job</b>	<b>40marks</b>
	<b>Sub criteria</b>	
a	Experience as Project Management Consultant/ Design and Supervision consultant in urban (Water Supply) sector with value of contract (for consultancy service) of at least Rs.100.00 Lakh during the last 10 years as given below; <ol style="list-style-type: none"> <li>i. Project Management/ Design &amp; Supervision Consultancy;</li> <li>ii. QA/QC consultancy;</li> <li>iii. Independent Review and Monitoring Agency (IRMA); ( 5 Projects - 4 Marks to each project – Minimum one project from above specialisations)</li> </ol>	20 marks
b	Experience as project management consultant / Design and Supervision consultant in urban (Sewerage and Septage management) sector with value of contract (for consultancy service) of at least Rs. 50.00 Lakh during the last 10 years.	20 marks

	i. Project Management/ Design & Supervision Consultancy ii. QA/QC consultancy iii. Independent Review and Monitoring Agency (IRMA); (5 Projects - 4 Marks to each project – Minimum one project from above specialisations)	
C)	<b>Evaluation of the Technical Proposal and Presentation by the Team Leader (Proposed methodology and work plan in response to the Terms of Reference)</b>	<b>10marks</b>
	<b>Sub-criteria</b>	
	a) Understanding of the assignment	1 marks
	b) Approach, Methodology & Work Plan	2 marks
	d) Organization & staffing	1 marks
	c) Innovativeness in the proposal and value addition to ToR	1 marks
	f) Presentation by Team Leader	5 marks
<b>Note:</b> The consultant shall ensure that only the proposed Team Leader will make the presentation before the Consultant Evaluation Committee.		
iii)	<b>Key professional staff: Qualification &amp; competency for the assignment / job.</b>	<b>50 marks</b>

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

<b>Sl. No</b>	<b>Position</b>	<b>Marks</b>
1	Team Leader cum Urban Management Specialist	15
2	Deputy Team Leader / Construction Manager	11
3	Urban Water Supply Expert	8
4	Sewerage/Septage Management Expert	8
6	Project Performance & Management Specialist	8

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

a)	Educational Qualifications a) Basic qualification for eligibility – 10%. b) Additional qualification – 10%	20%
b)	Adequacy for the assignment / job (Experience in carrying out similar assignment/job)	70%
c)	Experience of Urban Sector projects in State	10%

### 15.8 Method of Selection:

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

Total points =  $T(w) \times T(s) + F(w) \times LEC / EC$ , where

T (w) stands for weight of the technical score.

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal after reverse tendering.

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

17.	Expected date for commencement of consulting Assignment/job	15 days from the date of Award of Contract
18.	Location for performance assignment / job:	(58 ULBs SOUTH Region)

### Reverse Tendering Process:

After identifying the eligible agencies / bidders will be eligible to participate in e-auction process in terms of guidelines issued vide G.O.Ms.No.50, WR (Reforms) Dept., Dt.15.10.2020, G.O Ms No.67 dated: 16-08-2019 and Go. Ms No.79 dated 25.08.2020

- (a) After technical evaluation, eligible bidders will be finalised and Financial bids of the eligible bidders will be opened. L1 price of the eligible bidder shall be transferred to the Reverse Auction Platform.

- (b) The L1 Price Offer (Initial) shall be the maximum allowable Bid price for the reverse tendering process.
- (c) Only one round of reverse tendering shall be carried out in which bidders can revise their bids multiple times within the time limits specified.
- (d) Names of the bidders / vendors shall be anonymously masked in the Reverse Tendering process and vendors will be given suitable dummy names.
- (e) The initial period of the Reverse tendering process will start after 3 hours, following which there will be auto extensions of time by 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.
- (f) Only the current L1 bid shall be visible to all bidders who may revise their bids until the end of the process.
- (g) Decrements made in each subsequent bid shall not be less than 0.5% or an amount in multiples of Rs.1.00 Lakh .
- (h) The L1 bid may be determined following a period of inactivity of more than 15 minutes of reverse bidding after the initial 3 hour period after closure of the main bidding.
- (i) Only 15 minutes shall be initially allowed for the remaining bidders to revise their bids, subject to automatic extensions of 15 minutes in case of any reduction in bids recorded in the prior 15 minutes.
- (j) The reverse tendering process shall continue until the determination of Least Evaluated Cost (LEC).
- (k) To conduct reverse tender process at least two bidders would be required.

### **Illustration of the Reverse Tendering process**

1. Assume that the bidders have quoted the following financial values on the eProcurement portal

Bidder Name	Bidder 1	Bidder 2	Bidder 3
Financial	Rs.130	Rs.120	Rs.100

2. When the financials are opened eProcurement portal, the system displays the L1 Price only as indicated below. The remaining details such as bidder name and other financial values are masked on eProcurement portal.

Bidder Name	xxxx1	xxxxx	xxxxx
-------------	-------	-------	-------

Financial	xxxxx	xxxxx	Rs.100 (L1 Price)
-----------	-------	-------	-------------------

3. The L1 price alone is carried forward to the Reverse Auction portal. Each bidder will have their own view on Reverse auction portal as indicated below

Bidder 1 Price	Rs. 100	Effective Price	Rs.100
Bidder 2 Price	Rs.100	Effective Price	Rs.100
Bidder 3 Price	Rs. 100	Effective Price	Rs.100

4. Each bidder can perform decrement on the L1 price based on preconfigured percentage value (0.5%) and amount in multiples of Rs.1.00 lakh and thereof on the reverse auction portal

Bidder 1 Price	Rs. 100	Effective Price	Rs.99
Bidder 2 Price	Rs.100	Effective Price	Rs.99
Bidder 3 Price	Rs. 99 (performed the decrement of on standing price two times to become L1)	Effective Price	Rs. 99

5. Each bidder can choose to decrement the values beyond the Effective Price to displace a standing lowest bid and become “L1”

Bidder 1 Price	Rs. 98( performed the decrement of on standing L1 price four times)	Effective Price	Rs.98
Bidder 2 Price	Rs.100	Effective Price	Rs.98
Bidder 3 Price	Rs. 99	Effective Price	Rs. 98



6. After conclusion of the Reverse Auction, the final Closing Price of the bidders will be considered as follows.

Bidder Name	Bidder 1	Bidder 2	Bidder 3
Financial	Rss.98	Rs.120	Rs.99

Note: The Price quoted by the Bidder 1 on e-Procurement portal is considered as Least Evaluated Cost as the bidder chose not to reduce values on reverse tender portal.

### ***Section 3***

#### **Technical Proposal - Standard Forms**

**FORM TECH-1**

**LETTER OF PROPOSAL SUBMISSION**

Date]

To  
The Managing Director,  
APUFIDC,  
5<sup>th</sup> Floor, Dhoom Complex, Srinivasa Nagar Bank Colony,  
Vijayawada.

Dear Sirs,

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

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 Bid 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 will abide the decision of the employer in respect of grouping of cities and allotment of second region if found eligible and qualified.

We understand that you are not bound to accept any or all Proposals you receive.

We are submitting this Proposal for SOUTH Region  
We remain,

Yours sincerely,

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

Address:

**FORM TECH-2**

## **Form 2: Consultant's organization & experience**

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

#### **1. Details of Consultant**

a.	Name of consultant with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	

d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	Service Tax Registration Number (copy).	:	
j.	Permanent Account Number (copy).	:	
k.	Are you presently debarred / Blacklisted by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnish details)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	

**2.** In case of a Consortium:

Deleted. (Not Applicable)

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

(Equivalent in Rs. crores)

<b>Consultant*</b>	------(Name of Consultant)						
<b>FY</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>Total</b>	<b>Average</b>
<b>Annual Turnover</b>							

**Certificate from the Statutory Auditor**

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

# The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.

\* Any Consultant should fill in details as per the row titled Annual turnover.

**Form 2C: Experience in similar assignments (Project Management Units/ Support units / Supervision Consultancy Units/ or similar at government levels (Central/ State/ Municipal)**

List projects in the last ten years which are similar to that in the RfP.

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

**Form 2D: Experience as Project Management Consultant / Supervision Consultant of QA/QC and Consultant in urban (Water Supply) sector with value of contract (for consultancy service) of at least Rs. 100.00 lakh.**

List projects in the last ten years which are similar to that in the RFP.

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

**Form 2E: Experience as Project Management Consultant / Supervision Consultant of QA/QC Consultant in Urban (Sewerage and Septage Management) sector with value of contract (for consultancy service) of at least Rs.50.00 lakh.**

List projects in the last ten years which are similar to that in the RFP.

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



**FORM TECH-3****COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON  
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER****A - On the Terms of Reference**

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

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

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

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

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

- a) Technical Approach and Methodology, value addition if any.
- 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. The consultant may propose any value additions to the ToR or any innovations as it considers necessary.

The consultant may also elaborate on how he will coordinate the activities in different ULBs, sectors, personnel and with ULB / parastatal functionaries.

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.

**FORM TECH-5**
**TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS**

Professional Staff

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

**FORM TECH-6**

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

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

From [Year]:

To Year]:

Employer:

Position/s held:

Project/s handled:

Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

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

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

Name of Assignment/job or  
project: Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

**14. Certification:**

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

Date:

[Signature of staff member or authorized

Place:

representative of the staff]

[Full name of authorized representative]:

**STAFFING SCHEDULE**  
**[Year wise]**

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

Note:

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

**WORK SCHEDULE**

**[Separate Sheets Year Wise as well as Consolidated for project duration]**

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

- 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 ON DRAFT CONTRACT**

[Here the consultant shall mention any suggestion / views on the draft contract attached with the RFP document on/or before the date of pre-bid meeting. The consultant may also mention here any modifications sought by him in the provisions of the draft contract. However, the Employer is not bound to accept any/all modifications sought and may reject any such request for modification.].

This shall not form a part of the technical bid while submission by the bidder.



***FORM TECH-10*****INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND  
DECLARATION THERE OF**

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

If no, please certify,

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

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

***Section 4***

***Financial Proposal - Standard Forms***

**Form F1 : Price Bid**

From

[Location, date]

To:

Sir,

We the under signed, offer to provide the services for *[title of the Bid]* in accordance with your Bidding Document dated *[date]* and our proposal (*Technical and Financial proposal*). The total Financial Proposal (A+B) should be quoted in the e procurement portal in terms of amount in Rupees during the uploading of bids. This amount is exclusive of the all taxes and inclusive of all expenses for performing this contract.

For SOUTH Region

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., *[date]*.

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

We remain,

Yours sincerely,

Authorised signatory:

Name and Title of Signatory:

Name of Firm:

Address:

## Form F2: Cost Break up

## FORM FIN-2

## SUMMARY OF COSTS

Region: \_\_SOUTH\_\_

S. No.	Particulars	Form	Amount in Indian Rupees	Amount in words
<b>A. Competitive Components</b>				
1	Remuneration	FIN 3		
2	Reimbursable expenses	FIN 4		
Sub Total (A)				
3	Provisional Sum			
4	Contingency			
Sub Total (B)				
	<b>Total Cost of Financial Proposal (A+B)</b>			
5	GST			
<b>GRAND TOTAL(LS Amount for SOUTH Region)</b>				

Authorized Signature

Name: .....

Designation .....

Name of firm:

Address:

**(Shall be furnished by the Successful Bidder only before Award of the Contract during Negotiations)**

**(Professional Staff and Support Staff)**

(for details, please refer to Note below)

Region: SOUTH\_

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

\*1. Key Professionals are to be indicated by name.

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

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

(Amount in Words) :

**Note:**

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

**FORM FIN-4**

(Shall be furnished by the Successful Bidder only before award of the Contract during Negotiations)

**BREAKDOWN OF REIMBURSABLE EXPENSES**

Region: SOUTH \_

No.	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per day	Xx (to be estimated)	<i>Ceiling of unit rate is Rs 2800 per day, Rs. 2000 for accommodation &amp; Rs. 800 Daily Allowance</i>	
2.	Cost of Office operation and maintenance including all consumables and documentation required for the Project	Per Month	48		
3.	Office Accommodation for Central office with Power and water charges etc., complete	Per Month	48		
4.	Transportation Cost for Key personnel as required by the project	Per Month	48		
5.	Communication Costs to all personnel across ULBs.	Per Month	48		
<b>Sub Total: Reimbursable Expenses carried to FIN 2</b>					
<b>PROVISIONAL SUMS</b>					
i	Water Quality Testing.	Per sample	100		
ii	Workshops, seminars and training	LS	To be estimated and indicated		
iii	Intercity Travel	LS	To be estimated and indicated		
iv	Lab Tests	LS	To be estimated and indicated		
<b>Sub-total: Provisional Sums</b>					

<b>Contingency</b>	To be clearly indicated in RFP.(Approx.5% of Estd.Cost)
<b>Total = Reimbursable + Provisional sums + Contingency</b>	

**Total amount in Rupees:**

**Total Amount in words:**

## APPENDIX

### NOTE FOR PREPARATION OF FINANCIAL PROPOSAL

- a) 122 AMRUT ULBs in the State are grouped into two Regions for the purpose of convenience in Development and implementation of the mission programme. Accordingly, the Employer desires to set up two (2) PDMCs. This invitation call is for appointment of SOUTH Region i.e 58 ULBs List enclosed in ToR. The Consultant shall submit Technical Proposal and separate financial proposals for PDMC. Not more than one region will be allotted to the lowest quoted consultant. However, the employer reserves the right to regroup the cities and/or allot assignment in the other / second PDMC in case the same consultant emerges as lowest quoted consultant in that region also. The decision of the Employer is final and binding on both the parties
2. **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
3. **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.
- 4 **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 follows:  
1 year = 12 months = 290 working days.
- (iii) Support Staff is also included in this form.
- 4 **Form FIN-4** – Reimbursable Expenses

The purpose of Form FIN-2 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 (Central Office / Regional Office / Project city assigned to the Personnel) night for night spent away outside Home Office during such travel. The travel shall be undertaken with prior consent of the Client. The payment will be made on lump sum basis on submission of 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 documentation required for the project. The monthly payment shall be made on lump sum basis on submission of supporting vouchers.



(iii) Office Accommodation

The Consulting firm is required to quote rental value for Office accommodation for Central / Regional Office separately. The monthly payment shall be made on actual basis limited to his financial quote, on submission of supporting vouchers.

(iv) Local Transport

The Consulting firm is required to quote expenses for local transportation at Regional office as required for the project. The monthly payment shall be made on lump sum basis with proof of availability of vehicle and on submission of valid vouchers. The arrangement shall be finalised 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. This shall be paid on lump sum on monthly basis on submission of valid vouchers.

(iv) Report Production

The Consulting firm is required to quote lump sum expenses for Report Production as required for the project. The arrangement for payments will be finalised at Contract Negotiations. This shall be paid on lump sum on monthly basis on submission of valid vouchers.

## **5. Provisional Sums**

The Consultant is bound to conduct necessary required quality test for Water Quality, Lab tests or soil tests or any other field test on instructions of the Client, whenever required in addition to the regular tests being conducted at the work site , shall be reimbursed as per actual.

a. 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 3<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*

**Terms of Reference for**  
**“PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT”**

**1. BRIEF DESCRIPTION OF TASK**

These Terms of Reference are for providing consulting services to assist the Urban Local Bodies (ULB) /PIA/ APUFIDC / Municipal Administration & *Urban Development Department of AP* to implement AMRUT 2.0 and urban development programme in the ULB/State. This assignment will be carried out by selected Project Development Management Consulting firm (s) herein referred to as ‘Project Development Management Consultant (PDMC)’ on behalf of ULB / PIA/APUFIDC / MA&UD Department of the State. PDMC will also liaise with Ministry of Urban Development, (MoUD), Government of India on all issues relating to works sanctioned under AMRUT 2.0 for day to day monitoring with respective physical and financial progress as well as linkage of Reform action plan of all ULBs.

**2. BACKGROUND**

2a. AMRUT 2.0 is a step towards Aatma Nirbhar Bharat with aim of making 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 Rain water 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.

Mission will focus on empowering States/ UTs and cities for efficient implementation of projects in the spirit of cooperative and competitive federalism by providing flexibility to the States/ UTs to formulate, plan and implement the projects. Central Assistance (CA) released can be utilized for projects in any of the ULBs as per physical/ financial progress of the projects.

## **1 Ensuring community participation**

- Mission will co-opt women and youth for concurrent feedbacks about its progress. Women SHGs will be involved in Water Demand Management, Water Quality Testing and Water Infrastructure Operations. A concerted effort will be made to train women to test water quality in all the cities. This Training Programme will be spear headed by PHEDs or water and sewerage boards/State Organisations under the overall guidance of urban development department at the State level.
- Mission has a reform agenda focused towards Financial Sustainability and Water Security of ULBs.
- Meeting 20% of water demand through Recycled Water, Reducing Non-Revenue Water to less than 20% and Rejuvenation of Water Bodies are major water related reforms.
- Reforms on property tax, user charges, and enhancing credit worthiness of ULBs and urban planning are other important reforms.
- Mission will encourage smart elements to be incorporated in every project. Mission will have a sub-Scheme on well rejuvenation.
- Capacity building programs will be conducted for all stakeholders including Consultants, plumbers, plant operators, students, women and citizens. Technical institutions will be roped in for assessment of Mission outcomes. Students will be engaged for survey of projects and outputs through Gig economy model.
- Technology Sub-Mission will help in identifying the proven and potential global technologies in water sector. Entrepreneurships / start -ups involved in low-cost indigenous equipment and processes will be encouraged.
- Mission will be paperless and monitored on a robust technology-based Monitoring & Evaluation Platform.

## 2b. State Scenario of Andhra Pradesh:

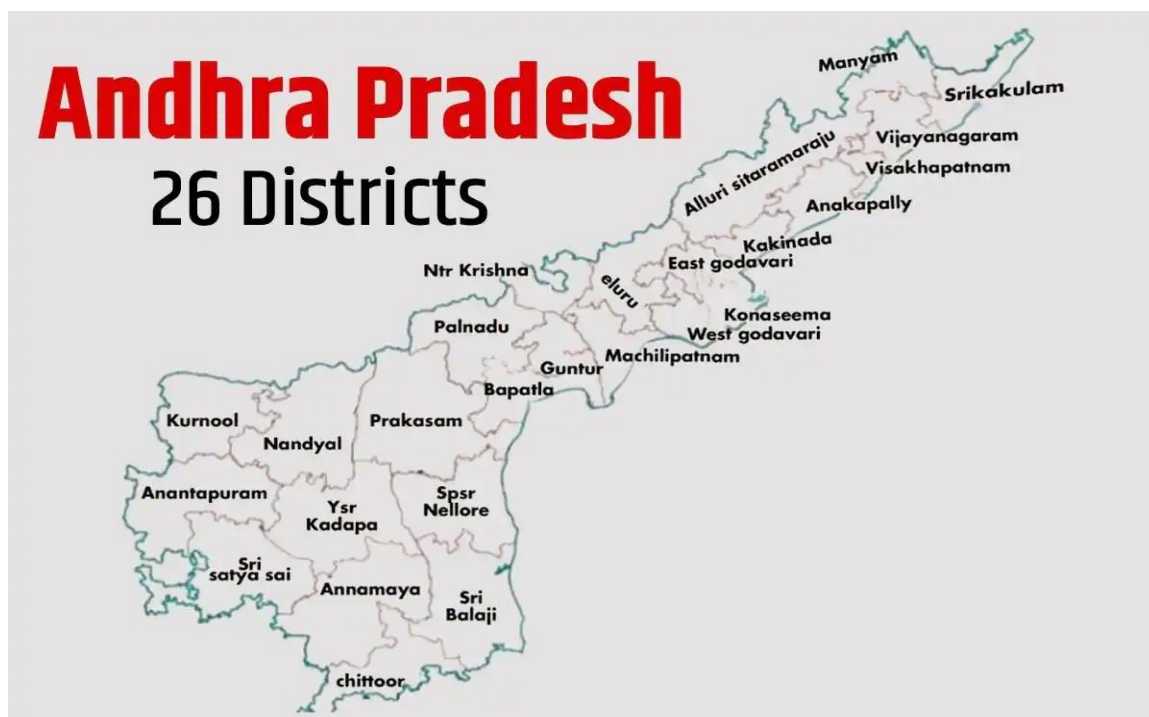


Figure showing 26 Districts in the State

Andhra Pradesh is one of the 28 States of India and is the seventh largest state in the country covering an area of 1,62,975 km<sup>2</sup>.

Andhra Pradesh is situated on the south eastern coast of India. It is bordered by Telangana in the SOUTH West, Karnataka in the west, Tamilnadu in the south and the Bay of Bengal in the east.

The population of the state is 5.29 crores, consisting of 26 districts. There are total 122 ULBs consisting of two cities with more than 10 lakh population, 32 cities with 1 lakh to 10 lakh populations, 90 cities with less than 1 lakh population. The urban population of the state was 2.82 crores as per 2021 census. The list of ULBs taken up under AMRUT 2.0 will be intimated at the time of agreement.

The details of the districts, ULBs and their population are given in the following table:

**Population -2021 Census SOUTH Region**

S.No	District	ULB	Population as per 2021 census
1	Prakasam	Chimakurthy	36335
2		Darsi	40102
3		Giddalur	42180
4		Kanigiri	53706
5		Markapur	85310
6		Ongole	301410
7		Podili	46187
8	Nellore	Nellore	756500
9		Alluru	31670
10		Atmakur_N	36667
11		Buchireddypalem	46086
12		Kandukur	72806
13		Gudur(N)	74037
14		Kavali	136274
15	Chittoor	B Kothakota	27494
16		Chittoor	235921
17		Kuppam	58453
18		Nagari	74704
19		Palamaneru	61396
20		Punganur	67468
21		Puttur	64910
22	Kadapa	Kadapa	413872
23		Badvel	84751
24		Jammalamadugu	55283
25		Mydukur	54948
26		Proddatur	195260
27		Pulivendula	78847
28		Yerraguntla	39089
29	Kurnool	Kurnool	575000
30		Adoni	199613
31		Gudur(K)	24942
32		Yemmiganur	114179
33	Anantapur	Anantapur	313205
34		Gooty	58390
35		Guntakal	151524
36		Kalyandurgam	53951
37		Rayadurg	74099

38		Tadipatri	129805
39	Annamayya	Madanapalle	163697
40		Rajampeta	56664
41		Rayachoty	109481
42		Nandyal	240619
43	Nandyal	Allagadda	50885
44		Atmakur_K	54844
45		Bethamcharla	47964
46		Dhone	71126
47		Nandikotkur	56344
48	Sri Satya Sai	Puttaparthi	36938
49		Dharmavaram	152350
50		Hindupur	182012
51		Kadiri	107315
52		Madakasira	25757
53		Penukonda	32858
54	Tirupathi	Tirupati	449112
55		Naidupet	62050
56		Srialahasti	89236
57		Sullurpet	56544
58		Venkatagiri	62050

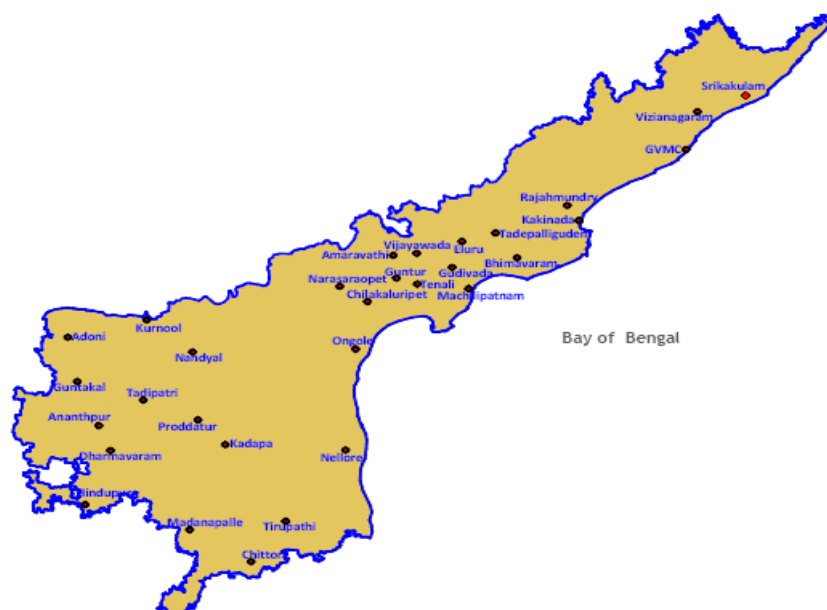
**AMRUT Towns:**

The following 32 towns are covered under AMRUT 1.0

Name of AMRUT city	Population as per 2021 Census	Name of AMRUT city	Population as per 2011 Census	Name of AMRUT city	Population as per 2021 Census
1. Srikakulam	200036	12. Tenali	197924	23. Hindupur	182012
2. Vizianagaram	293518	13. Narasaraopeta	150122	24. Guntakal	151524
3. Visakhapatnam	2258023	14. Chilakaluripeta	158076	25. Tadipatri	129805
4. Rajahmundry	638075	15. Guntur	900000	26. Dharmavaram	152350
5. Kakinada	375046	16. Ongole	301410	27. Ananthapur	313205
6. Bhimavaram	190262	17. Nellore	756500	28. Nandyal	240619
7. Tadepalligudem	44380	18. Kavali	136247	29. Adoni	199613
8. Eluru	244536	19. Madanapalli	163697	30. Kurnool	575000
9. Machilipatnam	203870	20. Chittoor	235921	31. Proddatur	195260
10. Gudivada	168293	21. Srialahasti	89236	32. Kadapa	413872

11. Vijayawada	1241230	22. Tirupathi	449112		
<b>Grand Total:</b>	<b>11723291</b>				

Figure showing the AMRUT cities in the State



## 1. OBJECTIVES:

The objective of the assignment is to provide direct assistance to *ULBs/PIA /APUFIDC/Urban Development Department of the State* to ensure the effective coordination and implementation of the program and take up other urban development initiatives. The PDMC shall be responsible for effectively leading and taking initiatives for planning, project management, construction supervision of projects, Quality control and Quality Assurance of the proposal works under the Program including carrying out necessary surveys. The PDMC will work closely with the *ULB/PIA/ APUFIDC / Urban Development Department of the State* for sustainable capacity building of Municipal Corporation / Council and will assist in operationalizing capacity building, monitoring and in assuring quality outputs from the program. PDMC will also liaise with Ministry of Urban Development, (MoUD), Government of India on all issues relating to works sanctioned under AMRUT 2.0 for day to day monitoring with respective physical and financial progress as well as linkage of Reform action plan of all ULBs.

The Broad Objective of this Consultancy is to assist the APUFIDC in project managing till the successful completion, commissioning and assist the agency in handing



over to the ULB and comprehensively supervise the works and activities carried out by the agency under the respective contract(s) for the project.

Ensure total compliance in-line with the approved designs, plans, drawings, BOQs (Bill of Quantities), technical specifications and various other requirements contained in the respective contracts by the Contractor(s).

Implement High standards of quality assurance system, both within the firms as well as in the past projects undertake. Proper verification of measurements and bills submitted by the Contractor(s).

Coordination among contractors, various consultants, vendors working under the project and State Mission Director.

Ensure implementation of Modern safety practices in execution of works at project sites for ensuring complete safety to works, workers, general public, structures and properties adjacent to work sites and environment.

Comprehensive and documented reporting to the State Mission Director of Consultant's own activities, progress of the Project(s) and compliances/ non-compliances by the Contractor(s);

Assist PIA/APUFIDC in making applications to seek various statutory approvals.

Provide assistance to the employer in respect of contract implementation, claims and other matters.

Advise and assist the employer with respect to dispute resolution, litigation, if so required.

## **2. IMPLEMENTATION ARRANGEMENTS**

The APUFIDC, which is the State Mission Directorate (SMD) headed by Managing Director is the Nodal Agency (NA) for this assignment and will monitor the project activities, and will liaise with Ministry of Urban Development, (MoUD), Government of India on all issues. It will implement institutional reforms, manage the project, and will be supported by the respective ULBs.

The Mission Directors at state level, Project Implementing Agencies (PIAs) at HOD level and the ULBs at city level will be provided with necessary consulting services through the Project Development and Management Consultants (PDMC) to strengthen their program management capacity and implementation of subprojects in filed including

planning, construction supervision, measurement, TPQA/QC and billing, contract management etc.

### **3. PROJECT DEVELOPMENT AND MANAGEMENT PROCESS**

1. The Implementation of Mission will be paperless.
2. The Process of project development will begin with preparation of “City Water Balance Plan (CWBP)”. The CWBP will comprise details of water sources including water bodies, water treatment and distribution infrastructure, area-wise water coverage, status of NRW and sewerage network including STPs etc., ULBs will compile Baseline data on household water tap and Sewer/ Septage connections and gaps in service delivery will be worked out. Based on assessed gaps, potential projects will be identified targeting functional outcomes.
3. Possibilities to apply smart technologies for providing better and enhanced basic services to the people of the city will be included in the strategy.
4. The City Water Balance Plan will form the basis of the City Water Action Plan (CWAP) of the ULB and the State Water Action Plan (SWAP) for the State to be sent to the MoHUA for approval.
5. City Water Action Plan (CWAP) will comprise the list of projects proposed by the ULB in the priority sectors of water supply; sewerage/ septage management; rejuvenation of water bodies including green spaces & parks. It will be ensured that projects are taken up with a view to meet 20% of city water demand through recycle/ reuse of treated used water. The projects proposed under AMRUT 2.0 and ongoing/ proposed projects through sources other than AMRUT 2.0 in three sectors will be provided. CWAPs will be submitted to SHPSC (State High Powered Steering Committee) by State Mission Director online on Mission portal.
6. Projects amounting to at least 10% of total project allocation for all cities with population above ten lakh in a State will be mandatorily taken up in PPP mode. Such projects may be identified in the CWAPs.
7. State Water Action Plan (SWAP) will be prepared by State Mission Director by aggregating CWAPs submitted by the ULBs. SWAPs will comprise entire list of projects, city-wise and sector-wise, proposed to be undertaken by States/ UTs. Cost of projects taken up will exclude cost of land acquisition. SWAP will

include project wise number of proposed new household water tap connections, sewer connections and coverage of existing water tap and sewer connections to be augmented. These shall be outcomes of such projects. The projects to be implemented in PPP mode will be clearly identified. It will be ensured that projects are taken up only when land is available with clear title without any disputes. SWAPs will be submitted on portal to Apex Committee in three tranches.

8. During the process of developing the SWAP, the Consulting Firms should explore the possibility of using Public Private Partnerships (PPP) wherever appropriate and feasible, which should be the preferred execution model.
9. For the projects identified and approved under SWAP, Detailed Project Report (DPR) and Bid Document will be prepared. Review of infrastructure status, its performance, gap and demand assessment with reference to service level indicators will be made for the identified projects. Convergence of project components will be ensured with other sectoral and area programs in the city.
10. Field/ laboratory Investigations, surveys, formulation of technical options, design, cost estimates and solutions to resettlement & environmental issues will be made part of the DPR. The financial plan including O&M strategy for the complete life cycle of the project will be an integral part of the DPR.
11. Possibilities to apply smart technologies for providing better and enhanced basic services to the citizens will be explored while formulating the DPR.
12. The DPR will identify contracting opportunities including exploring options for PPP/ Service Level Agreements or direct contracting and accordingly provide corresponding bid document. Based on the bid document, States/ ULBs will procure contracting firms, according to State legal framework of tendering process.
13. PDMC have to review cost, time and quality compliances as envisaged in contract agreement and take necessary action to avoid variations in the contract, to make quick decisions so as to ensure timely completion of projects consistent with quality within cost estimates, to execute by the ULBs/ State parastatal agency in an efficient way
14. It will also be ensured for linkage between proposed infrastructure project and delivery of services. It will monitor improvement in services level indicators as

indicated in the State Water Action Plan (SWAP). Periodic second stage consultations for taking useful feedback will also be facilitated by PDMCs during implementation phase.

15. All the works have to be done according to the mission statement and guidelines of Atal Mission for Rejuvenation and Urban Transformation 2.0 (AMRUT 2.0) as issued by MoHUA.
16. Updating the Project Monitoring Tool in AMRUT 2.0 collaboration team of GoI, from time to time.

#### **4. SCOPE OF WORK**

The scope of PDMC under the proposed mission will be divided into four broad components namely ***Construction Supervision, Project Management, Quality Assurance and Quality Control, Reporting***. The PDMC will also ensure compliance and monitoring of the project activities using PMIS / latest IT tools using techniques such as online monitoring of work sites with the aid of cyber tools.

PDMC will upload and update the inputs in the website of MoHUA, regularly as required by the GoI. The website will display the progress of various projects in dashboard form. PDMC will also liaise with Ministry of Urban Housing Affairs, (MoHUA), Government of India on all issues relating to works sanctioned under AMRUT 2.0 for day to day monitoring with respective physical and financial progress as well as linkage of Reform action plan of all ULBs.

PDMC shall also monitor the balance works taken up under AMRUT 1.0 in 32 ULBs mentioned above including liase with Ministry of Urban Housing Affairs, (MoHUA), Government of India on all issues relating to works sanctioned under AMRUT 1.0 for day to day monitoring with respective physical and financial progress.

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

**Note:** The scope of services of PDMCs also include the components of Rejuvenation of Water Bodies and development of green spaces, & works taken up by APTIDCO

(Andhra Pradesh Township and Infrastructure Development Corporation) and liaise with the APGBC & APTIDCO in updating the inputs in the MoHUA website, duly monitoring the progress reports & obtaining the information from the above two organizations.

#### **4.1 Project Management**

- i. Handhold/ support State Government/ Urban Local Bodies for project identification, investigations, supervision, quality assurance and quality control, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliance and due diligence required for the project;
- ii. Planning, scheduling and monitoring of the projects using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- iii. Review and verification of the Project DPRs.
- iv. Assistance in Tendering Process for PIAs
- v. Assist State Government/ PIAs/Urban Local Bodies in conducting regular meetings with all stakeholders, Consultants, and other government entities etc. to discuss progress and issues related to implementation, and prepare minutes for recording and circulation;
- vi. Establish all necessary records and the procedures for maintaining/updating such records for each package and for the entire project;
- vii. Review the procedures for timely payments to the Agencies and monitor for compliance;
- viii. Report the variation in running bill from budgeted value.
- ix. Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.
- x. Follow the AMRUT 2.0 guidelines for

#### **4.2 Construction Supervision and Contract Management**

- i. PDMC will review the project schedule submitted by the ULBs, PIAs and submit to client with the comments.
- ii. Providing advice and guidance to the ULBs / PIAs/AMRUT 2.0 PMU / Urban Development Department of the State for modern procedures and guidelines for project implementation and management in general.

- iii. Arrange and coordinate Multi-Stage Consultation proposed under the project and accordingly ensure modification of the project components.
- iv. Contract administration and Management of the Subprojects, such as extension of times, variations of quantities and contract prices insurances, Bank Guarantees and Agreement validities etc., for timely alerts
- v. Interpretation of the technical specifications for each subproject;
- vi. Supervise and monitor construction work of each contract package;
- vii. Verification of surveyed maps and design vis-a-vis ground situation and make necessary corrections, if required, with approval;
- viii. Checking the line, level and layout of the construction to ensure conformity with the contract specifications, presentation for approval to the competent authority any changes in the plans that may be deemed necessary indicating the effect due to the changes on the contract, and preparation of variation orders accordingly;
- ix. Scrutinize the Agencies detailed work program and guide Agencies in preparation of supervision schedule/ work plan for each package;
- x. Scrutinize construction methods proposed by Agencies including environmental, safety, personnel and disaster management;
- xi. Safety of the site personnel and public will have the highest priority in the project and resident engineers from PDMC will report the lapses in the safety at the site.
- xii. Assess the adequacy of the Agencies inputs in material, labour and construction methodology and provide advisories when required;
- xiii. Monitor the construction method by assessing the adequacy of the Agencies input materials, labour, equipment and construction methods;
- xiv. Monitor implementation of environmental standards and safeguards, and any Resettlement Plans;
- xv. Review Quality assurance system including verification of source of material and certification.
- xvi. Review of necessary Quality Control activities and communicate the quality of works as per the specifications and drawings to the client.
- xvii. Supervising the construction of the various contract packages for the related outputs of the Program.
- xviii. Assist the Client in interim and final certification of the bills of payment.

- xix. Review the detailed construction drawings as necessary during construction.
- xx. Assistance to the AMRUT 2.0 Implementing Agencies for resolution of all contractual issues including examining the Agencies claims for variations/ extensions or additional compensations etc. and prepare recommendations for approval by the Client, as per prevailing laws;
- xxi. The Consultant shall ensure that all safety measures are taken by the Contractor w.r.t. public safety and safety of man, material, machinery and property of the ULB/employer or any property of 3rd Party associated/adjoining the project;
- xxii. Review the “as built” drawings submitted by Agencies
- xxiii. Assist the Client in issue of completion certificates;
- xxiv. Inspect the works at appropriate intervals during defect liability period and certification issue.
- xxv. The Employer will extend the services or terminate as per the requirement and timely directions of the GoI.
- xxvi. Prepare on behalf of ULBs / PIAs/AMRUT 2.0 / Urban Development Department of the State, monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality, safety and progress of the works and remedial actions, to be submitted to State Government;
- xxvii.** Assist ULBs / PIAs/AMRUT 2.0 in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by the Employer;
- xxviii. Review the work measurements and certify the contractors bill for facilitating payments to the Contractors.
- xxix. Preparation of UCs along with relevant required information/documents to submit to GoI for release of subsequent funds/grants.

#### **4.3 Quality Assurance and Quality Control**

The role of supervision consultant will be to conduct quality audit of the Water Supply sub projects, Sewerage, Septage Management, Water Bodies Rejuvenation and green spaces being implemented in the **122 ULBs**, from the stage of inception to the stage of completion and commissioning. This would include inspection of different parts of work, including material/equipment, collection of samples and quality testing. All

the tests and quality assurance inspections would be conducted as per the standard specifications and standard Engineering practice.

- Carry out pre construction QA Checks
- Carry out QA checks during Construction
- Carry out QA checks post construction

The role of PDMC will be to conduct inspection of the civil works from the stage of inception to the stage of completion and commissioning. This would include inspection of every part of work, collection of samples and quality testing. The PDMC would be required to report to the Executive Engineer (PH), Municipal Engineer / S.E (PH) and E-in-C(PH) through weekly reports. All the tests and quality assurance inspections would be conducted as per the laid down specifications and standard Engineering practice. The PDMC would be required to:

- a) Establish a central reporting station at Vijayawada for all kinds of communication and weekly reporting;
- b) District/ town wise teams for conducting Q.C tests and field Staff with mobile testing equipment for onsite inspections including checks of the works.

The specified tests relating to the following items of work shall be conducted by the Consultant at the frequency specified by MORTH / IRC / APDSS / ISI / Water supply and sewerage manual or as agreed by both parties based on the requirement for each package:

- a) Water supply- Factory tests, Field Test
- b) Sewerage works/Septage Management - Factory Test, Field Test
- c) Water Bodies/Green Spaces –Field Test.

## 5. TEAM COMPOSITION & QUALIFICATION REQUIREMENTS

### 5.1 Team Composition

PDMC is expected to provide support to State Government and ULBs till the Mission duration period i.e., **the total duration of the assignment shall be 48 months.**



PDMC shall place the required professionals of respective sectors at State Office and Regional office for fulfilling the scope of work given in this ToR. The tentative team composition and duration is given below. **The PDMC** shall provide their team composition and duration as per their work plan.

Sl. No	Position	State Level / Regional / City	Nos	Duration (in months)	Total Duration	Remarks
<b>For SOUTH Region</b>						
<b>Key Professionals</b>						
1	Team Leader cum Urban Management Specialist	State	1	48	48	Entire project duration
2	Deputy Team Leader / Construction Manager.	State	1	48	48	Entire project duration
3	Urban Water Supply Expert	State	1	24	24	6 Months per year (On Call basis, maximum of 2 Nos at a Time)
4	Sewerage Expert	State	1	24	24	6 Months per year (On Call basis, maximum of 2 Nos at a Time)
5	Project Performance & Management Specialist (IT)	State	1	48	48	Entire project duration
6	Environmental Specialist	State	1	12	12	Entire Project duration on call basis.
7	Social Safeguard Specialist	State	1	12	12	Entire Project duration on call basis.
	<b>Sub-Total:</b>		<b>7</b>	<b>216</b>	<b>216</b>	
<b>Other Professionals</b>						
1	Quality Control Engineers	State	15	48	720	Entire project duration, on need basis

Sl. No	Position	State Level / Regional / City	Nos	Duration (in months)	Total Duration	Remarks
2	Resident Engineers	Regional / City	50	48	2400	Entire project duration, on need basis
	<b>Sub-Total:</b>		<b>65</b>	<b>96</b>	<b>3120</b>	
<b>Supporting personnel</b>						
1	Project Manager/accountant	State / Regional	1	48	48	Entire project duration
2	Data Entry Operators	State / Regional	2	48	96	Entire project duration
3	Office support staff	State / Regional	2	48	96	Entire project duration
	<b>Sub-Total:</b>		<b>5</b>	<b>144</b>	<b>240</b>	
	<b>Grand Total:</b>		<b>77</b>	<b>456</b>	<b>3576</b>	

**Note:**

- The Team Composition and proposed Man-months are tentative and are subject to change as per requirement of the employer and the exigencies of work.
- The Team Composition and proposed Man-months shall be approved by the employer on quarterly basis.
- Billing by consultant shall be according to the actual certified Man-months by Employer.
- The Employer reserves the right to demand replacement of an expert in case of short performance.
- The PDMC shall not replace any key professional without prior approval of the employer during the implementation stage of the contract.
- The manpower requirement indicated in this document is tentative and based on 1st hand analysis of probable quantum of work in every head and sub-head of the proposed consultancy services.
- The employer shall fix the output of each level of personnel to be deployed by the Consultant. The deployment of the personnel shall depend on the actual

quantum of work. The personnel schedule is required to be proposed by the consultant for each quarter or shorter period as may be prescribed by the employer. The deployment schedule shall be approved by the employer or its authorized representatives'.

- viii. The deployment of staff/Resident Engineers shall **be optimized as per the requirement and progress of the works** in ULBs, within the Agreement amount.

## 5.2 Qualification Requirements for the Key experts

Experts Title	Qualifications & Skills	Experience
Team Leader cum Urban Management Specialist	<ul style="list-style-type: none"> <li>• Graduate in Engineering. In addition, Post Graduate in Management or Master's in Planning or equivalent will be preferred.</li> <li>• 15 years' experience in planning, design, construction and project/programme management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)</li> <li>• Out of which at least 4 years as Team Leader or Dy. Team Leader in a PDMC / Design and Construction Supervision Consultancy / QA-QC Consultancy</li> <li>• Experience in FIDIC contract conditions</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for overall management and administration of the project components during design and construction;</li> <li>• Advice on procurement and bidding process</li> <li>• Construction supervision, quality monitoring, contract management;</li> <li>• Establishment of Construction Management and Project Performance Monitoring and Reporting System;</li> <li>• Assist in resolving contractual issues during implementation;</li> <li>• Preparation of Progress as well as Project Completion Report;</li> <li>• Scheduling and ensuring timely mobilization/ demobilization of team members</li> </ul>
Deputy Team Leader/ Construction Manager	<ul style="list-style-type: none"> <li>• Graduate in Engineering. In addition, Post Graduate in Management or Master's in Planning will be preferred.</li> <li>• 10 years' experience in planning, design, construction and project/programme management of Urban</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for overall construction management, quality assurance and administration of the contracts under the project for the assigned city</li> <li>• Supervise the construction activity appropriately, implementation of work as per design;</li> </ul>

<b>Experts Title</b>	<b>Qualifications &amp; Skills</b>	<b>Experience</b>
	<p>Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)</p> <ul style="list-style-type: none"> <li>• Experience in leading the team shall be an advantage</li> <li>• Experience in FIDIC contract conditions</li> </ul>	<ul style="list-style-type: none"> <li>• Contract management and Performance Monitoring of the Consultants</li> <li>• Prepare a construction supervision schedule with timing and resources identified;</li> <li>• Monitor the construction method by assessing the adequacy of the Consultant's input materials, labour, equipment and construction methods;</li> <li>• Furnish the detailed construction drawings as necessary during continuance of the contract;</li> <li>• Assist third party inspections, if necessary, as decided by Client;</li> <li>• Assist the Client in interim and final certification of the bills of payment;</li> <li>• Assist the Client in issue of completion certificates.</li> <li>• Support in preparing Project Completion Report and progress reports</li> <li>• Resolve contractual issue during implementation</li> </ul>
(Urban water supply Expert)	<ul style="list-style-type: none"> <li>• Graduate Civil Engineer</li> <li>• 10 years' experience in urban Water supply projects</li> <li>• Experience in water supply design and implementation</li> <li>• Post Graduate in Civil Engineering with specialization in Environmental Engineering/ Public Health Engineering shall be advantage</li> </ul>	<ul style="list-style-type: none"> <li>• Design of water supply works</li> <li>• Appraisal of subprojects for Water Supply;</li> <li>• Preparing Water Supply master plans for cities</li> <li>• assist Procurement</li> <li>• Oversee contract management and performance monitoring of the Consultants</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> </ul>
(Sewerage & Septage Management)	<ul style="list-style-type: none"> <li>• Graduate Civil Engineer</li> <li>• 10 years' experience in Sewerage and</li> </ul>	<ul style="list-style-type: none"> <li>• Design of drainage/ storm water works</li> <li>• Appraisal of subprojects for Drainage;</li> </ul>

<b>Experts Title</b>	<b>Qualifications &amp; Skills</b>	<b>Experience</b>
Expert )	<p>Septage construction.</p> <ul style="list-style-type: none"> <li>• Experience in drainage network construction.</li> <li>• Experience in Rain water harvesting schemes,</li> <li>• Knowledge of preparation of drainage master plan</li> <li>• Post Graduate in Civil Engineering with specialization in Environmental Engineering/ Public Health Engineering shall be advantage</li> </ul>	<ul style="list-style-type: none"> <li>• Preparing Drainage/ Storm Water master plans for cities</li> <li>• Assist Procurement</li> <li>• Oversee contract management and performance monitoring of the Consultants</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> </ul>
Quality Engineer	<ul style="list-style-type: none"> <li>• Graduate Civil Engineer</li> <li>• 5 years' experience in Quality Assurance in water supply/Sewrage &amp; Septage Management.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for quality and quantity of the materials and workman ship and provide assurance for the final physical output of the project.</li> </ul>
Environmental Specialist	<ul style="list-style-type: none"> <li>• Post Graduate in Environmental Sciences / Engineering.</li> <li>• Minimum of 10 years' experience;</li> <li>• Experience in carrying out EIA/IEE, EMP etc preferably urban infrastructure projects</li> <li>• Conversant with MDB policies and procedures</li> </ul>	<ul style="list-style-type: none"> <li>• Work in close coordination with the Environmental and Social Specialists at the PMU</li> <li>• Environmental and Safeguards Action Plan and monitoring</li> <li>• Preparation of EIA/EMP at sub project level Monthly monitoring reports on implementation of EMP &amp; Environmental safeguards at ULB level</li> <li>• Ensure implementation of EMP and safeguards by the contractors.</li> <li>• Appraisal of subprojects for Environmental and Safeguards</li> </ul>
Social Safeguard Specialist.	<ul style="list-style-type: none"> <li>• Post graduate in social sciences</li> <li>• 10 years' experience in LA &amp; R&amp;R aspects ;</li> <li>• Experience in carrying out S I A /SMP,R A P etc</li> </ul>	<ul style="list-style-type: none"> <li>• Work in close coordination with the Social Expert at the PMU</li> <li>• Ensure that land required for project implementation is free from encumbrances</li> <li>• Report on land</li> </ul>

<b>Experts Title</b>	<b>Qualifications &amp; Skills</b>	<b>Experience</b>
	<ul style="list-style-type: none"> <li>preferably monitoring of implementation of SMP/RAP for urban infrastructure projects</li> <li>Conversant with MDB policies and procedures</li> </ul>	<p>requirement/land acquisition/removal of encroachers, squatters for project implementation</p> <ul style="list-style-type: none"> <li>Monitoring of implementation of SMPs &amp; RAPs at ULB level</li> <li>Support in up dation of SMP/RAP additional impacts if any</li> <li>Public grievance redressal.</li> <li>Monthly Monitoring Reports on implementation of SMP &amp; RAP at ULB level</li> <li>Assisting PMU in all the social aspects of the project and reporting to Social expert of PMU</li> </ul>
<b>Project Performance and Management Specialist (PPMS)</b>	<ul style="list-style-type: none"> <li>B.Tech in IT / Computer Science / MCA or equivalent. PG in Computer Science &amp; Engg. / IT. will be given preference.</li> <li>10 years' experience in IT related field / in designing and / or implementing a suitable PPMS for projects preferably related to urban sector.</li> </ul>	<ul style="list-style-type: none"> <li>Provide support in IT related / e-gov sector initiatives.</li> <li>Monitor project / Programme using IT techniques / cyber tools.</li> <li>Support IT related smart solutions in the urban areas. Design and implement suitable PPMS and ensure establishing and proper functioning.</li> <li>Select a set of performance indicators relating to physical infrastructure development (water, sewerage/ sanitation, urban roads/transport, solid waste management, slum improvement).</li> <li>Select a set of performance indicators relating to social (resettlement, gender, and indigenous people) and environmental, institutional capacity development including the urban governance, finance, and service delivery improvements.</li> <li>Establish baseline data for each of the selected indicators by conducting baseline surveys of all indicators, to understand the initial conditions and conduct annual</li> </ul>

<b>Experts Title</b>	<b>Qualifications &amp; Skills</b>	<b>Experience</b>
		<p>surveys to update the baseline values.</p> <ul style="list-style-type: none"> <li>•Track project and project implementation activities, target dates, expected inputs, impacts, outcomes and outputs against each indicator to monitor and evaluate the performance of the project and the subprojects under each tranche.</li> <li>•Standardization of formats and reports for dissemination to various stakeholders of the project</li> <li>•Based on the findings, provide an independent monitoring and feedback mechanism to State Government, to ensure that the primary objectives of the project are being met, and recommend ways to modify the project design and implementation mechanisms to meet the primary objectives of the project.</li> <li>•Design a project website and effectively use for PPMS and public information.</li> <li>•Design and implementation of suitable system for E- Governance and E- Procurement.</li> <li>•Design and implementation of Management Information System (MIS) for the project</li> <li>•Assist in preparation of QPR, annual reports and other mandatory deliverables.</li> <li>•Coordinate between PMU, PIU and consultant team</li> <li>•Ensure timely delivery of the deliverables</li> <li>•Coordination within field and office activities</li> <li>•Ensure timely availability of Consultant, as required for project, to PMU or respective PIUs</li> <li>•Prepare and submit monthly staff and work schedule to PMU and respective PIUs and ensure implementation.</li> </ul>

Experts Title	Qualifications & Skills	Experience
Resident Engineer	Degree in (relevant branch) Engineering with 5 years' experience  Or  Diploma in (relevant branch) Engineering with 10 years' experience	<ul style="list-style-type: none"> <li>• Assist Team Leader / Deputy Team Leader in construction management</li> <li>• Assist the Specialist in Management, Design and Supervision of Sub Projects</li> <li>• Responsible for site supervision, quality assurance and administration of the contracts under the project for the assigned subprojects.</li> <li>• Supervise the construction activity appropriately, implementation of work as per design;</li> <li>• Support to Assistant Construction Manager in recording the work measurement and certifying the Consultant's bill;</li> <li>• Contract management and Performance Monitoring of the Consultants</li> <li>• Support in preparing Project Completion Report and progress reports</li> <li>• Support in Resolving contractual issue during implementation.</li> </ul>

## 6. Reporting Requirements and Time Schedule for Deliverables

As a minimum, following are the deliverables:

- **Inception Report** in 30 days time of mobilization of consultant containing approach, methodology, work plan and staffing schedule for the project activities and schedule for deliverables;
- **Monthly Contract Performance and Management Reports** using PMIS/ Project Management IT tools for each contract during entire program period.

QA/QC reports by the consultants.

- **Contract Completion Reports** for each sub project.
- **Quarterly and Yearly Progress Reports**



- Any other reports as required by GoI/State /PIAs/ ULBs.
- All reports shall be submitted to GoI/State / PIAs/ ULBs in agreed time frame.

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

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

## **7. Payment Schedule**

The initial price offer by the Bidder shall be quoted in terms of amount in INR

(i) 5% of the Contract Value will be paid in advance, if so desired, on submission of Bank Guarantee of the amount equal to 110% of the advance sought by the Consultant. The validity of the Bank Guarantee shall be effective for one year initially and shall be extended up to the period of total recovery is affected.

(ii) The First instalment of recovery shall be effected form each running bill paid immediately following the payment of mobilisation advance. The advance amount paid will be recovered in 12 equal instalments within one year.

(iii) The Remuneration cost - Remuneration of Personnel as indicated in financial proposal submission Form **Fin.Form 3**, and as agreed during negotiations, will be paid on monthly basis claims as per this contract according to the agreed work Plan.

(iv) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form **Fin 4**, will be reimbursed as per actuals and as agreed during Negotiations and as per **Appendix of Financial Proposal – Section 4**.

**(v) All the Fin Forms shall be filled and submitted during negotiations only.**

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

## ***Section – 6***

### ***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 CONSULTANCY SERVICES**

**Between**

**Andhra Pradesh Urban Finance and Infrastructure Development Corporation]**

**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 on this day of \_\_\_\_\_ 201\_\_], between, on the one hand, the Andhra Pradesh Urban Finance and Infrastructure Development Corporation (hereinafter called the “Client and or Employer”) 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 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 and financial 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.
- (c) Notwithstanding anything contained in this Contract and its Appendices, the Employer shall have the right to regroup the cities within the same Region before the Effective Date without any additional liability of whatever nature on its part and the decision of the Employer will be final and binding in this regard.

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 Andhra Pradesh Urban Finance  
and Infrastructure Development Corporation

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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:*]

## II General Conditions of Contract (GC)

### 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 in force.
- (b) “Consultant” means the Second Party hereto
- (c) “Contract” means this Contract signed by the Parties and all the attached documents listed in its Clause 1. that is the 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) “GoI” 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 and “Members” means all these entities.
- (k) “Party/Parties” 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 as specified and quoted in the Financial Proposal submitted by the Consultant.
- (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” and the Consultant.
- (r) “In writing” means a communication in written form with proof of receipt.
- (s) “LEC” means Least Evaluated Cost obtained in reverse tendering

**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 as per the Contract.

**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 under an acknowledgement.

**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: Deleted**

**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" mean 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 Consultant shall declare that no commissions or fees 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.



## **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”) the “Employer” issues a 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 (Special Conditions of Contract).

**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 Parties is required.

### **2.7 Force Majeure**

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

other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

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

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

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

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

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

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

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

(i) Demobilize; or

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

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

**2.8 Suspension:** The "Employer" may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its

obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding fifteen (15) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) If the agreement is terminated pursuant to Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the

“Employer” may consider making payment for the part of assignment satisfactorily performed on the basis of *quantum merit* as assessed by it, if such part is of economic utility to the Employer. 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 the 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 (45) 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/business 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, duly complying 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 to 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, if applicable, 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 if so required by the Employer by the Consultant 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 equal to or better than the original, 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 prior written permission from the Employer and the Employer reserves the 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 Deleted**

### **3.10 Deleted**

## **4. CONSULTANTS’ PERSONNEL**

**4.1 General:** The Consultant shall employ and provide such qualified and experienced Personnel 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 15 days, 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 support personnel listed by title as well as by name in Appendix C, are 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 with equivalent or better qualifications than the original. In case a replacement is sought for the 2<sup>nd</sup> time even with the same competencies, 5% of remuneration will be deducted as penalty.

(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 therefor, forthwith provide as a replacement a person with qualifications and experience equivalent or better than the original, 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 replaced 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.

## **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 will make available to the Consultant free of charge such professional and support counterpart personnel from the implementing agency, to be nominated by the Employer with the Consultant’s advice, if specified in Appendix E. These counterpart personnel will play a co-ordinating role, facilitate necessary permissions and provision of necessary information to the consultant as and when necessary.

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

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

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

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

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

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

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

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the service rendered and related milestones achieved and as per the specified amount as per SC 12.

(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 70% of the payment due to the consultant without further delay.

(c) **Final Payment :** The final payment as specified in SC 12 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 within 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 any deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make 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 refunded by the Consultant to the Employer within thirty (30) days after receipt by the Consultant of such notice thereof. Any such claim by the Employer for refund 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, if necessary, to the CMC / Employer 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; and 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/s and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the bank account 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 of its 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 hereunder.

(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 between the parties regarding any matter under the contract, either Party may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that Party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

**8.2 Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant and the third arbitrator shall be chosen by the two arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the Parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary, Municipal Administration and Urban Development Department of Government of Andhra Pradesh. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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

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

## **9. Liquidated Damages**

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses and/or 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 0.25% of the cost of the services unfulfilled as per milestones for delay of each day.

(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 0.25% of cost of the services unfulfilled for every day 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 member of the Consultant, in case of a consortium, if applicable, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services 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 consequence 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, Consultants, sub-Consultants, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

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

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

## **12. Performance Security**

The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount specified in the SC, by a nationalised 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>1 “Employer”: Andhra Pradesh Urban Finance and Infrastructure Development Corporation, Government of Andhra Pradesh</p> <p>Attention : Managing Director</p> <p>Facsimile: .....</p> <p>2 Consultant :</p> <p>Attention :</p> <p>Facsimile :</p>
2	1.7	<p>{Lead Consultant is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium 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”: .....APUFIDC, Government of Andhra Pradesh</p> <p>For the Consultant:</p>
	1.9	<p>(a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India &amp; shall provide the registration number to the client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
4	1.10.3	Not Applicable
4	2.1	<p>The effectiveness conditions are the following:</p> <p>(i) Approval of the contract by the Employer</p> <p>(ii) Appropriate security for advance payment acceptable to the “Employer”</p>



SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		(iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.
5	2.2	The time period shall be one month
6	2.3	The time period shall be 15 days
7	2.4	The time period shall be 48 Months
8	3.4	Limitation of the Consultants' Liability towards the "Employer" (i) The ceiling on Consultant's liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.
9	3.5	The risks and the insurance coverage shall be as follows:  a.) Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy; b.) Third Party liability insurance, with a minimum coverage of [insert amount and currency]: Not Applicable c.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy; d.) Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and e.) Insurance against loss of, or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity. f.) Any other law/rule as applicable in India.
10	4.6	Not Applicable
11	6.1(b)	The ceiling in local currency is: [insert amount and currency]
12	6.3	The initial price offer by the Bidder shall be quoted in terms of



SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>amount in INR</p> <p>(i) 5% of the Contract Value will be paid in <b>advance</b>, if so desired, on submission of Bank Guarantee of the amount equal to 110% of the advance sought by the Consultant. The validity of the Bank Guarantee shall be effective for one year initially and shall be extended up to the period of total recovery is affected.</p> <p>(ii) The First instalment of recovery shall be effected form each running bill paid immediately following the payment of mobilisation advance. The advance amount paid will be recovered in 12 equal instalments within one year</p> <p>(ii) <b>Remuneration of Personnel</b> as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan;</p> <p>.</p> <p>(iii) <b>Payment for Reimbursable Expenses</b> as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per Appendix of Financial Proposal – Section 4</p> <p>(iii) The payment to the consultant shall be performed separately for each package ULB wise. The individual Project Management fee for each project to be calculated as a product of percentage bid and project cost as per contract between contractor and the client, at the time of signing. This project cost will not be subject to any escalations whatsoever. The delay in completion of one project shall not impact the payments made for other packages, provided deliverables/milestones for other packages are met.</p> <p>(iv) The payment to be made based on the invoices submitted by the consultant.</p> <p>(v) The payment schedule providing the percentage of Project Management fee for each package to be released after successful completion of milestone/deliverables is included in Appendix D.</p> <p>The PMF cost as indicated in financial proposal submission, <b>Fin.Form 2</b> and as agreed during Negotiations will be paid on agreed percentage basis on the value of work done and claimed by the Contracting Agencies for ULBs under monitoring.</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
13	8.3	The Arbitration proceedings shall take place at Vijayawada or at the new capital of Government of Andhra Pradesh as the case may be.
14	8.4	The Performance Security amount is 2.5% of the contract value, shall be submitted in the form of Bank Guarantee , valid upto completion of the liability period after project completion, in favour of Managing Director, APUFIDC Ltd,Vijayawada,

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.” (will be finalized at the time of negotiations)

## **APPENDIX C – STAFFING SCHEDULE**

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

## **APPENDIX D – Total COST OF SERVICES**

(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”).

Sd/-.  
Managing Director