

REQUEST FOR PROPOSAL

RfP No:

Tender Inviting Authority: Ministry of Housing & Urban Affairs

Employer: State/Union Territory Government

Project name: Atal Mission for Rejuvenation and Urban Transformation (AMRUT)

Name of Assignment:

Appointment of Independent Review and Monitoring Agencies (IRMA) for Bihar cluster under Atal Mission for Rejuvenation and Urban Transformation (AMRUT)

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Key Events & Dates

1	Tender Inviting Authority	Ministry of Housing & Urban Affairs, New Delhi
2	Job Requirement	Request for Proposal (RfP) for “Appointment of Independent Review and Monitoring Agencies (IRMA) for Atal Mission for Rejuvenation and Urban Transformation (AMRUT) ”
3	Publication of the RfP	15.05.2018 (This document can be obtained from the website www.eprocure.gov.in from 15.05.2018 till 1500 Hrs on 13.06.2018)
4	i) Cost of Tender Document ii) Bid Processing Fee	NIL Rs. 1500/-
5	Contact person for clarification	Sh. Harish Chandra Prasad, Under Secretary (AMRUT-IIB), Ministry of Housing & Urban Affairs
6	Last date for receiving queries / clarifications	24.05.2018 till 1500 Hrs
7	Date & Venue of Pre-Bid Meeting	25.05.2018 at Nirman Bhawan, Maulana Azad Road, New Delhi – 110011
8	Date of response to Bidder Queries	28.05.2018
9	Last date for submission of Bids	Up to 1500 Hrs on 13.06.2018 at Nirman Bhawan, Maulana Azad Road, New Delhi
10	Bid Security /Earnest Money Deposit Amount Payable	The Bidder shall furnish, as part of its bid, a bid security for an amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) in the form of Demand Draft drawn in favour of “PAY AND ACCOUNTS OFFICER (MAIN SECRETARIAT), Ministry of Housing & Urban Affairs, Nirman Bhawan, New Delhi” and payable at Nirman Bhawan, New Delhi.
11	Opening of Technical Bids	1600 Hrs on 14.06.2018 at Nirman Bhawan, Maulana Azad Road, New Delhi

12	Technical Presentation	The same shall be communicated to the bidders.
13	Date, Time & Venue for the opening of Financial / Commercial Bid for technically qualified bidders	The same shall be communicated to the bidders.

Section 1: INVITATION FOR BIDS

Letter of Invitation

Dear Mr./Ms.:

1. To extend the urban infrastructure development support to the ULBs, Atal Mission for Rejuvenation and Urban Transformation (AMRUT) was launched on 25th June 2015 by the Ministry of Housing and Urban Affairs, Government of India (MoHUA). 500 Cities are covered under the Mission throughout the country. MoHUA is seeking services of a specialist Independent Review and Monitoring Agency (IRMA) at State/UT level, comprising of sector specialists to carry out periodic review and monitoring of the projects under the Mission.
2. The State/ Union Territory Government (hereinafter called “Employer”) is executing the Atal Mission for Rejuvenation and Urban Transformation (AMRUT).
3. On behalf of Employer, the Ministry of Housing and Urban Affairs (hereinafter called “Tender Inviting Authority”) has invited tenders to provide the following consulting services: Selection of Independent Review and Monitoring Agencies (IRMA) for Atal Mission for Rejuvenation and Urban Transformation (AMRUT) to requisite technical, administrative, managerial and other support as per the terms and conditions contained in the RfP document.
4. The Tender is invited following Two bid system (Technical Bid and Financial Bid). A firm will be selected by following the Least Cost Selection (LCS) method from amongst the technically qualified bidders as per the procedures described in this RfP.
5. The RfP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instruction to Bidders (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract
6. You are therefore invited to submit your proposal as per the attached RfP document.

Yours sincerely,

Under Secretary (AMRUT-IIB)
Ministry of Housing & Urban Affairs (MoHUA)

Section 2

Instructions to Bidders

Part I

Standard

1. Definitions

- a) "Tender Inviting Authority" means Ministry of Housing and Urban Affairs, Government of India, New Delhi who has invited the bids on behalf of States/Union Territories for consultancy services.
- b) "Employer" means the State/Union Territory Government who will enter into contract agreement with the selected consultant for the Services and to which the selected consultant shall provide services as per the terms and conditions and ToR of the contract.
- c) "Bidder" means any entity or person or association of person who have submitted their proposals.
- d) "Consultant" means any entity or person or association of persons who have been awarded the contract to provide the Services to the Employer under the Contract.
- e) "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.
- f) "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- g) "Day" means calendar day.
- h) "Government" means the Government of India.
- i) "Instructions to Bidders" (Section 2 of the RfP) means the document which provides bidders with all information needed to prepare their proposals.
- j) "LoI" (Section 1 of the RfP) means the Letter of Invitation being sent by the Tender Inviting Authority to the prospective bidders.
- k) "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.
- l) "Proposal" means the Technical Proposal and the Financial Proposal.
- m) "RfP" means the Request for Proposal prepared by the Tender Inviting Authority for the selection of Consultants, based on the SRfP.
- n) "SRfP" means the Standard Request for Proposals, which must be used by the Tender Inviting Authority as a guide for the preparation of the RfP.
- o) "Assignment / job" means the work to be performed by the Consultant pursuant to the Contract.
- p) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- q) "Terms of Reference" (ToR) means the document included in the RfP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The Tender Inviting Authority named in the Part II Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference.
- 2.3 The date, time and address for submission of the proposals have been given in Part II Data Sheet.
- 2.4 The bidders are invited to submit their Proposal, for consulting Assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected bidder.
- 2.5 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. A **pre-bid meeting** as specified in the Part II Data Sheet will be held. Attending the pre-bid meeting is optional. However, bidders are advised to make use of the pre-bid meeting to get their doubts clarified, if any.
- 2.6 Employer will assist the Consultants in obtaining licenses and permits needed to carry out the Assignment/job and make available relevant project data and reports, if available with Employer.
- 2.7 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants. The employer shall not provide any office space, equipment or furniture. No travel expenses shall be borne by the employer.

3. Eligibility of Association of consultants and Sub-Consultants

- 3.1 If the bidder has formed an association of consultants, each member of the 'Association of Consultants' shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of each member of the 'Association of Consultants' shall be taken into account for evaluation purpose.
- 3.2 A bidder may associate with consultants and /or individual expert at the time of submission of proposal. Under such circumstances each member of the 'Association of Consultants' shall be evaluated as per the qualification/ eligibility criteria set forth in Part II Data Sheet. The combined score of the 'Association of Consultants' shall be taken into account for evaluation purpose. However, Tender Inviting Authority/Employer shall deal with only the lead member for the purpose of this assignment. Although, the contract shall be signed by all the members of the 'Association of Consultants', the lead member of the 'Association of the Consultants' shall be solely and severally responsible for performance of the contract and liable to the Tender Inviting Authority/Employer for every aspect of their proposal, contract etc.

4. Clarification and Amendment of RfP Documents

- 4.1 Bidders may request a clarification on any clause of the RfP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing or by standard electronic means to the Tender Inviting Authority's address indicated in the Part II Data Sheet. The Tender Inviting Authority 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 bidders. If the Tender Inviting Authority deems 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 Tender Inviting Authority may amend the RfP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Tender Inviting Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Tender Inviting Authority/ Employer requires that Bidders provide professional, objective, and impartial advice and at all times hold the Tender Inviting Authority /Employer's interest's 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, Bidders, 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:

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:

A Bidder (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 Bidder 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 should not be hired for the Assignment/job in question.**

Any involvement in project implementation under AMRUT like DPR preparation, functioning as Project Development and Management Consultants, State MMU/PMU, City MMU etc. in any State/UT under the Mission will amount to conflict of interest for this assignment in that State/UT. However, engagement for the Capacity Building activities, reform implementation activities and any other academic, policy support or similar engagements with States, City or their organs will not amount to conflict of interest for the purpose of this assignment.

Conflicting relationships

A Bidder (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 Bidders 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 Bidder fails to disclose said situations and if the Tender Inviting Authority/ Employer comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.
- 5.4 No agency or current employees of the Tender Inviting Authority/Employer shall work as Consultants under their own ministries, departments or agencies.

6. Unfair Advantage

- 6.1 If a Bidder 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 Tender Inviting Authority shall make available to all Bidders together with this RfP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.

7. Proposal

A bidder must submit only one proposal for a cluster. If a Bidder submits or participates in more than one proposal for a cluster, such proposals shall be disqualified.

8. Tender Validity

The Part II Data Sheet to Bidder indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Tender Inviting Authority will make its best effort to complete negotiations within this period. Should the need arise, however, the Tender Inviting Authority may request Bidders to extend the validity period of their proposals. Bidders 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, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree have the right to refuse the extension of the validity of their Proposals, under such circumstance the Tender Inviting Authority 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 Bidders and the Tender Inviting Authority shall be written in English language, unless specified otherwise.

9.2 In preparing their Proposal, Bidders 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, Bidders 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 Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Bidders. While making the proposal, the Bidder must ensure that he proposes the minimum number and type of experts as sought by the Tender Inviting Authority, 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 Technical Proposal:

Depending on the nature of the Assignment/job, Bidders are required to submit a Technical Proposal (TP) in the TECH Forms provided in Section-3. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras:

- (a) **Form TECH – 1** is a sample letter of technical proposal.
- (b) **Form TECH – 2** shall include brief description of the Bidder's organization. In case of a consortium/ joint venture, description of each partner including details of experience of assignments which are similar to the proposed assignment/ job as per the terms of reference shall be provided. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Bidder's involvement. Information should be provided only for those Assignment/jobs for which the Bidder was legally contracted as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves

in their CVs. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract/ completion certificate for all the assignments mentioned in the proposal.

- (c) **Form TECH-3:** In this form, the bidder shall submit brief and to the point write up on Understanding of AMRUT mission, additional back up support that the firm could provide in selected cluster for better outputs, nature of this assignment and challenges associated.
- (d) **Form TECH-4:** In this form, the bidder shall provide description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule.
- (e) **Form TECH-5:** This includes estimates of the staff input needed to carry out the Assignment/job needs. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- (f) **Form TECH-6:** This includes details of the proposed Professional staff team and the position that is proposed to be assigned to each of them.
- (g) **Form TECH-7:** This includes CVs of all the proposed Professional staff duly signed by the staff themselves or by the authorized representative of the Professional Staff.

The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.5 **Financial Proposal:**

The Financial Proposal comprises FORM FIN-1 and FORM FIN-2 provided in Section-4, which shall be duly filled by the bidder and submitted with the proposal. It shall list all costs associated with the Assignment/job. The financial proposal shall not include any conditions attached to it. Conditional financial proposal shall be rejected summarily.

10. **Taxes**

The Bidder shall fully familiarize themselves about the various applicable taxes. The financial proposal of the bidder shall be inclusive of all taxes excluding Goods and Services Tax (GST). GST shall be reimbursed as per the rate prescribed by Government of India from time to time.

11. **Currency**

Bidders shall express the price of their Assignment/job in Indian Rupees.

12 **Earnest Money Deposit (EMD)**

12.1 Earnest Money Deposit

- a. An EMD of Rs. 3,00,000 (Rupees Three Lakh only) in the form of Demand Draft (DD)

drawn on any Scheduled Commercial Bank in favor of Pay and Accounts Officer, (Main Secretariat), Ministry of Housing & Urban Affairs and payable at New Delhi must be submitted along with the Proposal.

- b. Proposals not accompanied by EMD shall be rejected as non-responsive.
- c. No interest shall be payable by the Tender Inviting Authority /Employer for the sum deposited as earnest money deposit.
- d. No bank guarantee will be accepted in lieu of the earnest money deposit.
- e. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

12.2 The EMD shall be forfeited by the Tender Inviting Authority in the following events:

- a. If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- b. If the Proposal is varied or modified in a manner not acceptable to the Tender Inviting Authority after opening of Proposal during the validity period or any extension thereof.
- c. If the Bidder tries to influence the evaluation process.
- d. If the First Ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).

13 Bid processing Fees

All Bidders are required to pay Rs. 1500 /- (Rupees One Thousand Five Hundred only) towards Bid Processing Fees in the form of Demand Draft drawn in favor of Pay and Accounts Officer, (Main Secretariat), Ministry of Housing & Urban Affairs and payable at New Delhi. The Bid Processing Fee will be 'non- refundable'.

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

14. Submission, Receipt, and Opening of Proposal

14.1 The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. Instructions on e-tendering are given in Data Sheet.

14.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal.

15. Proposal Evaluation

15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Tender Inviting Authority on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Tender Inviting

Authority in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

15.2 The Tender Inviting Authority has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.

15.3 **Evaluation of Technical Proposals:** CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

15.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain **unopened**. The qualification of the Bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

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

Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified in the Data sheet, in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, their technical score (if required) and their financial proposal shall be read aloud.

15.6 The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15.7 After opening of financial proposals, the successful bidder, eligible for award of the contract will be selected as per procedure described in a subsequent section. The selected Bidder will then be invited for negotiations, if considered necessary.

16. **Negotiations**

16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Bidder 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 Tender Inviting Authority 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". The Tender Inviting

Authority shall prepare minutes of negotiations which will be signed by the Tender Inviting Authority and the Consultant.

- 16.3 Financial negotiations: Financial negotiations shall only be carried out if, due to negotiations, there is any change in scope of work which has a financial bearing on the final prices **or** if the costs/ cost elements quoted are not found to be reasonable.
- 16.4 Availability of Professional staff/experts: Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Tender Inviting Authority expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Tender Inviting Authority will require assurances that the Professional staff will be actually available. The Tender Inviting Authority 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 organization. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the Tender Inviting Authority will reject all the proposals received and invite fresh proposals.

17. Award of Contract

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

18. Rejection of All Proposals and Re-invitation

The Ministry reserves the right to reject all proposals without assigning any reason for the same. However, such rejections should be well considered and normally be in cases where all the bids are considered unreasonably high in cost and, the lowest qualified bidder during negotiations fails to reduce the costs to a reasonable level.

19. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders 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 Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Tender Inviting Authority/ Employer's antifraud and corruption policy.

20. Scope and Description of Short Listing Process

20.1 General Principles

- a. Financial bid of only technically qualified bidders will be opened and contract will be awarded to L1 (least cost proposal) on the basis of Least Cost Selection (LCS) method.
- b. The Tender Inviting Authority reserves the right to reject any or all bids for the cluster without assigning any reason.
- c. Goods and Services Tax (GST) shall be excluded while evaluating the financial proposal of the bidders.
- d. In case of a tie in bid value for a cluster, the firm with higher technical score shall be treated as L1.

20.2 The bids of the technically qualified bidders shall remain valid for 90 (*Ninety*) calendar days after the closure of the bid submission date and the Tender Inviting Authority reserves the right to select a bidder for the cluster in that period on the basis of such bids.

21 Payment Terms

- a) The payment to Consultant (Selected IRMA) shall be made by the State/UT government concerned.
- b) The total fee payable in respect of each project will be paid in four parts as under:

Part I: The consultant will be required to establish at least one office within the geographical limit of the cluster for which it has been selected (Example: The consultant selected for Bihar cluster shall establish at least one office in any of the three states in that cluster namely Bihar, Chhattisgarh and Jharkhand). Consultant will be paid 5 % of total cost of services for each State calculated on pro-rata basis from the agreed fee for the cluster as mobilization advance at the time of on-boarding after having set up office and putting the team in place and on certification by the State Mission Director of the State/UT in the cluster where the office has been set up.

Part II: 5 % of the total cost of services for the State calculated on pro-rata basis from the agreed fee for the cluster will be paid after the first round of visits (fact finding visits) by the Consultant to all the cities in the concerned State. Amount will be released after an initial report for the concerned State is submitted in the desired format about the status of the projects.

Part III: For each project an amount of 80 % of the total cost of services for the State calculated on pro-rata basis from the agreed fee for the cluster will be paid equally spread over six site visits on submission and acceptance of relevant deliverables as per Appendix A & B. Full fee remaining unpaid shall be released on submission of final visit report after the completion of the project on submission and acceptance of relevant deliverables, irrespective of the number of visits conducted earlier. (Note: The time gap between two site visits to a project site should not be more than six months)
This amount will be calculated as under;

$$\text{Fee payable to the consultant for a project} = \frac{p \times q}{r}$$

where

p = 80% of total fee for entire scope of work accepted for a particular cluster

q = Cost of Project which shall be lower of the cost of DPR approved by SHPSC and actual awarded cost of project

r = SAAP size for the cluster indicated in Appendix E of RfP

Part IV: For each project, the final 10 % of the payment shall be paid on submission and acceptance of the overall assessment report assessing the performance of the asset created and service levels. This amount will be calculated as above in Part-III where in value of 'p' will be 10% of total fee for entire scope of work accepted for a particular cluster. This visit will be one year after the commissioning of the project.

Note: In case of any increase or decrease in the amount of cluster size with respect to the size given in Appendix-E, the necessary adjustment in the payment already made to the consultant, will be made in the subsequent payments.

- c) The consultant will claim the payment on quarterly basis in respect of the visits made in the immediately preceding quarter.
- d) The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) days period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- e) If the deliverables submitted by the consultant are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9 of GC of contract. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.
- f) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous

milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of work done during this period with supporting documents. The fee should be arrived at by calculating the amount on pro-rata basis plus any applicable tax.

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

22 Penalty

- a) The relevant project deliverables after a site visit must be submitted to the employer in the standard format within 30 days of the intimation by the Employer to conduct site visit cycle.
- b) If deliverables for a project are not submitted as per schedule, the consultant shall be liable to pay to the employer 5% of the total payment due for each week of delay for that site visit to that project as penalty. The 5 % penalty for each week shall be applicable for a maximum of 6 weeks of delay. Post a delay of 6 weeks, the penalty will be equal to the entire remaining payment for that project for all visits by the consultant.
- c) If the consultant defaults or delays on the deliverables of a project thrice, he shall be liable to pay to the employer 200 % of the total payment pertaining to all visits to that project.

Instructions to Bidders

PART – II

Data Sheet

A. General		
Clause No. Of Data Sheet	ITB Clause Reference	Description
1.	2.1	Name of the Tender Inviting Authority: <i>Ministry of Housing & Urban Affairs (MoHUA)</i>
2.	2.2	Name of the Assignment : Selection of Independent Review and Monitoring Agency for Atal Mission for Rejuvenation and Urban Transformation (AMRUT)
3.	2.5	<p>A pre-proposal meeting will be held: Yes Date of pre-bid meeting: 25.05.2018 Time: 1500 Hrs Address: Nirman Bhawan, New Delhi Telephone: <u>011 23063488</u> Facsimile: <u>011 23063488</u> E-mail: <u>harish.chandra72@gov.in</u> Contact person/ coordinator: Sh. Harish Chandra Prasad, Under Secretary (AMRUT-IIB)</p>
4.	2.3, 2.5	<p>The Proposals must be submitted no later than:</p> <p>a) On line Submission: Technical proposal including scanned copy of EMD, bid processing fee and Power of Attorney in pdf format and Financial proposal. Date: 13.06.2018 Time: 1500 hrs</p> <p>b) Physical Submission: EMD, Bid processing fee and Power of Attorney Date: 14.06.2018 Time: 1530 hrs</p> <p>Write “Do not open....” on the sealed envelope</p> <p>The address for physical submission and Tender Inviting Authority’s representative is: “Under Secretary (AMRUT-IIB) Ministry of Housing & Urban Affairs, Room No. 105G, Nirman Bhawan, New Delhi – 110011”</p>

5.	8	Proposals must remain valid for 90 (ninety) calendar days from the last date of receipt of bid.
6.	4.1	Clarifications may be requested by the bidder no later than 01 (one) day prior to the pre-bid meeting date. Contact address for requesting clarifications is given in clause 4 of Data Sheet above. Online clarification may be requested on following email address: <u>“harish.chandra72@gov.in”</u>
7.	9.3 (b)	The estimated number of professional staff-months required for the Assignment/job shall be as per the details provided in the ToR.
8.	9.4, 9.5	The formats of the Technical and Financial Proposal to be submitted online are as under: (a) Technical Proposal comprising TECH-1 to TECH -7 (b) Financial Proposal comprising FIN-1 and FIN-2
9.	14.1	Note to the Bidders for e tendering: a) The technical and financial Proposal shall be submitted online only and shall be signed digitally. b) For participation in e-tendering for this work, it is mandatory for prospective Bidders to get registered on website www.eprocure.gov.in c) It is mandatory that the Bidders sign their bids online using minimum class-II Digital Signature Certificates. The same should be obtained from one of the authorized Certifying Authorities such as eMudhraCA/ GNFC/ IDRBT/ MtnlTrustline/ SafeScript/ TCS. For further information the Bidders may visit website www.eprocure.gov.in . d) An authorized representative of the Consultants shall initial all pages of the original Technical Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal. e) The original proposal, both Technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. f) The outer envelope of the documents to be submitted physically in original and shall bear the submission address, name of assignment/reference number be clearly marked “DO NOT

		<p>OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet/key dates]”. The Tender Inviting Authority shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. Such proposals shall stand rejected.</p> <p>g) The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Tender Inviting Authority no later than the time and the date indicated in the Data sheet, or any extension to this. Any proposal received by the Tender Inviting Authority after the deadline for submission shall be returned unopened.</p>										
<p>10.</p>	<p>15.4</p>	<p>Technical proposal will be evaluated as per the following criteria, sub-criteria and marking system for the evaluation of the Full Technical Proposals:</p> <p>Criteria-1: Specific experience of the Bidder (as a Firm) relevant to the assignment. (Maximum Marks-40)</p> <table border="1" data-bbox="544 981 1364 1989"> <thead> <tr> <th data-bbox="544 981 1150 1059">Description</th> <th data-bbox="1150 981 1364 1059">Maximum Marks</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="544 1059 1364 1093">Sub Criteria</td> </tr> <tr> <td data-bbox="544 1093 1150 1429"> <p>a. Past experience in planning, implementation and monitoring & evaluation of urban infrastructure projects costing Rs. 10 crore or above each, in the areas of water supply, sewerage/public health engineering, in India and/or abroad* in past 10 years preceding the proposal submission date.</p> </td> <td data-bbox="1150 1093 1364 1429" style="text-align: center;">25</td> </tr> <tr> <td data-bbox="544 1429 1150 1765"> <p>b. Experience in implementation /execution and monitoring /evaluation of projects in urban sector in past 10 years preceding the proposal submission date.</p> <p>Up to 10 and 5 citations may be given in support of ‘a’ and ‘b’ respectively.</p> </td> <td data-bbox="1150 1429 1364 1765" style="text-align: center;">15</td> </tr> <tr> <td colspan="2" data-bbox="544 1765 1364 1989"> <p>* The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.</p> </td> </tr> </tbody> </table>	Description	Maximum Marks	Sub Criteria		<p>a. Past experience in planning, implementation and monitoring & evaluation of urban infrastructure projects costing Rs. 10 crore or above each, in the areas of water supply, sewerage/public health engineering, in India and/or abroad* in past 10 years preceding the proposal submission date.</p>	25	<p>b. Experience in implementation /execution and monitoring /evaluation of projects in urban sector in past 10 years preceding the proposal submission date.</p> <p>Up to 10 and 5 citations may be given in support of ‘a’ and ‘b’ respectively.</p>	15	<p>* The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.</p>	
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		<p>Criteria-2: Brief and to the point write up on Understanding of AMRUT mission, additional back up support that the firm could provide in selected cluster for better outputs, nature of this assignment and challenges associated. (Maximum Marks-15)</p> <table border="1" data-bbox="544 344 1377 999"> <thead> <tr> <th data-bbox="544 344 1153 439">Description</th> <th data-bbox="1153 344 1377 439">Maximum Marks</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="544 439 1377 483">Sub Criteria</td> </tr> <tr> <td data-bbox="544 483 1153 539">a. Understanding of AMRUT</td> <td data-bbox="1153 483 1377 539">4</td> </tr> <tr> <td data-bbox="544 539 1153 607">b. Back up support to proposed team</td> <td data-bbox="1153 539 1377 607">7</td> </tr> <tr> <td data-bbox="544 607 1153 674">c. Nature of assignment and challenges</td> <td data-bbox="1153 607 1377 674">4</td> </tr> <tr> <td colspan="2" data-bbox="544 674 1377 999"> <p><i>{Notes to Bidder:</i> <i>Max. 250 words / One page write- up with bullet points for each subcategory is expected from the firm. The write up should be focused on the AMRUT mission objectives and nature of the work expected from the firms in respective clusters.</i></p> </td> </tr> </tbody> </table> <p>Criteria-3: Key professional staff qualifications and competence for the assignment (Maximum Marks-45)</p> <p><i>Notes to Bidder:</i></p> <p><i>Each position in the succeeding Table corresponds to the experts referred in FORM TECH 6 and 7</i></p> <p><i>One set of CVs is to be submitted. The bidders will ensure that the key professional proposed by them for a particular cluster, has not been proposed by the same bidder for another cluster or by a different bidder for the same/different cluster. In such case, the technical bids submitted by all such firms are liable to be rejected.</i></p> <p><i>At the time of submission of bids, the bidders will also ensure that the proposed key professionals are not engaged by any firm in works related to IRMA under AMRUT in any States/UTs for which IRMA has already been selected/appointed. In such event, the technical bid submitted by the bidder will be rejected.</i></p> <table border="1" data-bbox="544 1599 1390 1977"> <thead> <tr> <th data-bbox="544 1599 624 1715">S. No</th> <th data-bbox="624 1599 920 1715">Position</th> <th data-bbox="920 1599 1144 1715">Qualification</th> <th data-bbox="1144 1599 1390 1715">Experience/ Adequacy for the assignment</th> </tr> </thead> <tbody> <tr> <td data-bbox="544 1715 624 1977">1</td> <td data-bbox="624 1715 920 1977">Team Leader cum Monitoring and Evaluation Specialist. (One position) Max. marks:10</td> <td data-bbox="920 1715 1144 1977">Max. Marks – 3</td> <td data-bbox="1144 1715 1390 1977">Max. Marks – 7</td> </tr> </tbody> </table>	Description	Maximum Marks	Sub Criteria		a. Understanding of AMRUT	4	b. Back up support to proposed team	7	c. Nature of assignment and challenges	4	<p><i>{Notes to Bidder:</i> <i>Max. 250 words / One page write- up with bullet points for each subcategory is expected from the firm. The write up should be focused on the AMRUT mission objectives and nature of the work expected from the firms in respective clusters.</i></p>		S. No	Position	Qualification	Experience/ Adequacy for the assignment	1	Team Leader cum Monitoring and Evaluation Specialist. (One position) Max. marks:10	Max. Marks – 3	Max. Marks – 7
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		<p>2. Technical Experts (Five positions)</p> <p>Total Max. marks:35 (Max. 7 marks for each expert)</p>	<p>Total Max. Marks – 10</p> <p>(Max. 2 marks for each expert)</p>	<p>Total Max. Marks – 25</p> <p>(Max. 5 marks for each expert)</p>
<p>The indicative evaluation criterion is mentioned below:</p>				
<p>S.No</p>	<p>Position</p>	<p>Marks wrt Qualification</p>	<p>Marks wrt Experience</p>	
<p>1</p>	<p>Team Leader cum Monitoring and Evaluation Specialist (1 position)</p> <p>Maximum marks:10</p>	<p>2 marks for Post-Graduation in Civil Engg./ Public Health Engineering/ Water Resources Engineering/ Mechanical Engineering AND 3 marks for Ph.D. or above</p>	<p>4 marks for 10 to 12 years; 5 marks for more than 12 years to 14 years; 6 marks for more than 14 years' experience; 1 marks for desirable experience as mentioned in section 5</p>	
<p>2.</p>	<p>Technical Experts (5 positions)</p> <p>Maximum marks :7</p>	<p>1.5 marks for Graduation in Civil Engg./ Mechanical Engg./ Public Health Engineering/ Water Resources Engg. and 2 marks for Post-Graduation in above.</p>	<p>3 marks for 5 to 7 years; 4 marks for more than 7 years' experience; 1 marks for desirable experience as mentioned in section 5</p>	
<p>(Detailed requirement of Educational qualification and Experience has been mentioned in Section 5: Terms of Reference) To be eligible for qualification, a bidder must secure at least 60 marks out of maximum possible 100 marks.</p>				

Section 3

Technical Proposal-Standard Forms

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Tender Inviting Authority]

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 in separate envelopes.

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

CONSULTANT’S ORGANIZATION AND EXPERIENCE

A - Consultant’s Organization

[Provide here a brief description of the background and organization of your firm/entity and each associate for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc. Also if the consultant has formed a consortium, details of each of the member of the consortium, name of lead members etc. shall be provided]

B - Summary of Experience

Experience (till date of submission of proposal) shall be mentioned in the following Table. Ongoing projects should not be mentioned in this Table. For the projects which are substantially completed, an acknowledgment of draft report submission /letter from an employer shall be attached.

SN	Assignment Name	Subcategory of an assignment as per 15.4 (such as a or b)	Start Date	End Date	Value of consultancy provided by firm (in INR)	Page nos. for Support document (work order copy/contract)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

C - Consultant’s Experience

[Using the format below, provide information on each Assignment/job for which your firm, and each partner in the case of consortium or joint venture, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted). In case of consortium, association of consultant, the consultant must furnish the following information for each of the consortium member separately]

1. Firm's name:

1	Assignment/job name:	
1.1	Technical Sub Criteria applicable for the assignment [Write a, b or c {refer data sheet section 15.4(i)}]	
1.2	Name of Employer:	
1.3	Approx. value of the entire contract (in INR):	
1.4	Approx. value of the Assignment/job provided by your Firm under the contract (in INR)	
1.5	Country:	
1.6	Location within country:	
1.7	Duration of Assignment/job (months) :	
1.8	Total No of staff-months of the Assignment/job:	
1.9	Start date (month/year):	
1.10	Completion date (month/year):	
1.11	Name of associated Consultants, if any:	
1.12	No of professional staff-months provided by associated Consultants:	
1.13	Name of senior professional staff of your firm involved and functions performed.	
1.14	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the Employer i.e. copy of work order, contract, for each of above mentioned assignment. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal. For the projects which are substantially completed, acknowledgment from employer in the form of letter should be attached about the latest status of the work.

Brief and to the point write up on Understanding of AMRUT mission, additional back up support that the firm could provide in selected cluster for better outputs, nature of this assignment and challenges associated.

[Max. 250 words / one page write with bullet points for each subcategory is expected from the firm. The write up should be focused on the AMRUT objectives and nature of the work expected from the firms in respective clusters.]

A - On Understanding objectives of the AMRUT mission

[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 - Backup support for the selected cluster

[provide here how much capable is consultant in providing the additional back up support that may be required for administration, documentation, data analysis, IT support etc. relevant to this assignment. AMRUT mission implementation could also involve innovative implementation in respective sectors, in such circumstances what would be the approach of the consultant should be described]

C- Nature of an assignment and associated challenges

[Considering the nature of an assignment and previous experience of consultant with similar assignment, brief on the indicative measures may be described]

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

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

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

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

b) **Work Plan.** The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Staffing Schedule of Form TECH-5.

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.]

STAFFING SCHEDULE

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

Note:

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

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No.	Name of Staff	Name of Firm	Qualification	Experience in years	Position/Task assigned for this job

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. Employment Record:
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer:

Positions held:
12. Detailed Tasks Assigned

[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 me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:
Place:

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

[Full name of authorized representative]

Section 4

Financial Proposal-Standard Forms

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Tender Inviting Authority]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures as mentioned in FORM FIN-2]. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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

We have gone through the **ITB Clause 5 Conflict of Interest** and hereby specifically confirm that we are not involved in Project implementation like DPR preparation, functioning as Project Development and Management Consultants, State Mission Management Units /Project Management Unit, City Mission Management Units etc, by whatever name called, under the Atal Mission for Rejuvenation and Urban Transformation (AMRUT) in respect of any State or UT in the cluster(s) we have bid for.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Purpose of Commission	Gratuity
----------------------------	----------------------------------	----------

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

SUMMARY OF COSTS

The Bidder is required to quote the fee, inclusive of all taxes **excluding Goods and Services Tax (GST)**, in Column C. (Refer **Appendix E** for Cluster Name and size)

S. No.	Name of the Cluster as given in Appendix E*	Fee for complete Scope of Work for Entire project duration (Amount in Rupees)
A	B	C

Note: All Taxes, except GST shall be included in the amount quoted in column C.

Authorized Signature

Name:

Designation

Name of firm:

Address:

Section 5

Terms of Reference

Terms of Reference for

“Independent Review & Monitoring Agencies for AMRUT Mission”

1. BACKGROUND

To extend the urban infrastructure development support to the ULBs Atal Mission for Rejuvenation and Urban Transformation (AMRUT) mission was launched on 25th June 2015 by the Ministry of Housing & Urban Affairs (MoHUA), Government of India. The mission and is being rolled out in 500 Cities geographically spread across the Country. MoHUA is seeking services of a specialist Independent Review and Monitoring Agency (IRMA) at State/UT level, comprising of sector specialists to carry out periodic review and monitoring of the projects under the Mission.

2. AMRUT MISSION

2.1. AMRUT MISSION: Mission Objectives

The purpose of Atal Mission for Rejuvenation and Urban Transformation (AMRUT)

- (a) To ensure that every household has access to a tap with assured supply of water and a sewerage connection;
- (b) Increase the amenity value of cities by developing greenery and well maintained open spaces (e.g. parks); and
- (c) Reduce pollution by switching to public transport or constructing facilities for non-motorized transport (e.g. walking and cycling). All these outcomes are valued by citizens, particularly women, and indicators and standards have been prescribed by the Ministry of Housing & Urban Affairs (MoHUA) in the form of Service Level Benchmarks (SLBs).

2.2. AMRUT MISSION: Duration of the Mission

The AMRUT has been planned for a period of five years from FY 2015-16 to FY 2019-20 initially and the Mission may be continued thereafter in the light of an evaluation done by the MoHUA and incorporating learnings in the Mission.

2.3. AMRUT MISSION: Mission Strategy

The bedrock of the AMRUT Mission is development of core infrastructure with the objective of the achieving improvement in delivery of services and implementation of reforms. The ULBs should move step-by-step to improve their Service Level Benchmarks (SLBs), The approach is that while focusing on investments in urban infrastructure, we should aim to make ULBs more accountable, increase available resources, improve service delivery and empower them and citizens through reforms.

2.4. AMRUT MISSION: Mission Components

The Mission will have the following focus areas:

- (a) Water Supply

- (b) Sewerage facilities and Septage Management
- (c) Storm water drains to reduce flooding
- (d) Pedestrian, non-motorized and public transport facilities, parking spaces, and
- (e) Enhancing amenity value of cities by creating and upgrading green spaces, parks and recreation centres, especially for children

2.5. Setting up IRMA

2.5.1 The Mission provides for external monitoring by the Independent Review and Monitoring Agency (IRMA). The IRMA will submit the quarterly report to the ULB/parastatal and the SLTC. The comments of the ULB and the SLTC will be examined by the SHPSC and action taken. The State Mission Director will submit the action taken on the IRMA report at the time of claiming funds in the AMRUT. Concretely, monitoring will consist of the following elements.

- i. All projects will be periodically monitored and reviewed by Apex Committee and will be subjected to various audits by external and empaneled agencies, internal auditors as well as by C&AG and State AGs.
- ii. The MoHUA, States and the ULBs will track objectives and other key indicators using Information Technology based solutions, periodically, and release of funds will be linked to achievement of key performance targets given in the SAAP.
- iii. At the State level, the State HPSC would undertake detailed scrutiny of the projects at the proposal stage and monitoring during the execution.
- iv. The State HPSC shall submit a Quarterly Score Card.
- v. Third party review by IRMA for projects shall be carried out.

2.5.2 The IRMA is proposed to be appointed for the third-party review of projects. The IRMA will work in coordination with the State Mission Director. The services of IRMA are envisaged for a period of three years. The agencies selected will be evaluated against suitable criteria, including, but not limited to:

- (e) Qualifications of personnel
- (f) Proven skills in the fields of proposed engagement
- (g) Prior experience of working on relevant projects
- (h) Prior experience in project monitoring

2.5.3 It is further expected that the IRMA professionals will have minimum of following credentials:

- (a) Relevant general technical qualifications and experience;

- (b) Have a demonstrated ability to work closely and effectively with the management and administration in government set up and on projects of similar nature; and
- (c) Thorough understanding of the systems, procedures for the implementation of projects in Governments.

The IRMA professionals are expected to commence their services not later than **30 days** from award of the contract or as per the agreed work plan.

3. SCOPE OF WORK

The scope of work is laid out in Appendix A & B of this RfP document.

Time frame for Review

- i) The services of the IRMA are required to be rendered over the entire life cycle of the project development. The agency shall be in place during preconstruction, construction, trial run and post construction stages of the project.
- ii) The IRMA shall be selected by the Mission Directorate, MoHUA on behalf of States, and is expected to cover all physical infrastructure projects under the AMRUT in all selected cities.
- iii) The Ministry reserves the right to add more projects from any other schemes or programmes or stand-alone projects for review and monitoring.
- iv) IRMAs shall be appointed for a period of three years. Extension of work of IRMA beyond this period shall be subject to the recommendation of the concerned SLTC and approval of the Apex Committee and will be for a period of one year at a time up to a maximum of two extensions.
- v) For a particular project, the IRMA's work starts from the date of approval of the DPR from SLTC and ends one year after the filing of Project Completion Report. Subsequent to filing of the Project Completion Report, the IRMA shall make one visit after one year of such milestone to assess the overall performance of the asset created and improvement in Service levels as per the Scope of Work defined in this document.
- vi) The IRMA shall ensure the delivery of relevant deliverables (as mentioned in Appendix A & B) within 30 days of being notified for the site visit of a particular project.
- vii) The review of documents will be considered part of first visit irrespective of time it is done. All Projects in a city will be visited by the IRMA at least once in every six months. The visit may be adjusted at the request of the concerned State Government to account for situation like synchronizing the visit with instalment claim. The visits will be

conducted by a team comprising a minimum of two experts of expertise relevant to the project.

4. Team Composition & Qualification Requirements

- The consultant shall provide a team of experts with qualifications and experience, best suited for the scope of work as defined in this RfP document.
- One set of CVs is to be submitted. The bidders will ensure that the key professional proposed by them for a particular cluster, has not been proposed by the same bidder for another cluster or by a different bidder for the same/different cluster. In such case, the technical bids submitted by all such firms are liable to be rejected.
- At the time of submission of bids, the bidders will also ensure that the proposed key professionals are not engaged by any firm in works related to IRMA under AMRUT in any States/UTs for which IRMA has already been selected/appointed. In such event, the technical bid submitted by the bidder will be rejected.
- If the consultant feels the need to deploy more personnel than proposed in the Technical Bid in form Tech-7 to meet the timelines as specified by the employer in respect of any deliverables, he will deploy personnel of similar or higher qualification and experience.

The key Personnel required for this assignment shall have qualification and experience as follows:

Positions	Educational Qualification	Experience
Team Leader cum Monitoring and Evaluation Specialist (1 position)	Post Graduate in Civil Engineering/ Public Health Engineering/ Mechanical Engineering.	<p>Essential</p> <ul style="list-style-type: none"> • Experience of minimum 10 years as Team Leader/ Deputy Team Leader in urban infrastructure projects in the sectors of Public health engineering/ water resources engineering/ Civil Infrastructure. <p>Desirable:</p> <ul style="list-style-type: none"> • Experience in formulating and maintaining databases for project development, quality and quantity aspects and implementation. • Experience in Evaluation of infrastructure/flagships programmes of GoI/externally aided projects/mission mode projects. • Experience in financial analysis of projects and programmes.

		<ul style="list-style-type: none"> • Experience in evaluation of design drawings.
Technical Experts (5 positions)	Graduate in Civil Engineering/ Mechanical Engineering / Public Health Engineering.	<p>Essential</p> <ul style="list-style-type: none"> • Experience of minimum 5 years of implementation/ monitoring/ project management in the sectors of public health engineering and water supply <p>Desirable:</p> <ul style="list-style-type: none"> • Experience in financial analysis of infrastructure projects and • Experience in evaluation of design drawings • Experience in Monitoring and evaluation of Service Level Benchmarks for Urban Projects will be an advantage

5. Working Arrangements

- There working arrangement shall be in the form of a **Bipartite Agreement** between State/UT Government and the Independent Review and Monitoring Agency/consultant selected.
- The IRMA staff will directly report to the state government, work alongside the state government officials staff and have frequent interactions with the City Level Mission Directorates/States/other agencies.

Section 6

Standard Form of Contract between State/UT and the consultant

**CONTRACT FOR INDEPENDENT REVIEW AND MONITORING AGENCY
CONSULTANCY SERVICES**

Between

**(...Name of the concerned Department of State/UT ...), STATE OF (.....Name of the
State/UT..)**

And

(...Name of the Firm..)

Dated:, 2018

STANDARD FORM OF CONTRACT

Consultants' Services

Time Based

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I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made on the day of the month of (...Name of Month...), [2018], between the Governor of (.....Name of State/UT.....) acting through State Mission Director, AMRUT, Government of (.....Name of State/UT.....), (hereinafter called as the “Employer”), on the First Part and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the “Consultant”). of the Second Part.

WHEREAS

(a) the Consultant, having represented to the National Mission Director, Atal Mission for Rejuvenation and Urban Transformation (AMRUT), Ministry of Housing & Urban Affairs, Government of India on behalf of Employer, that he has the required professional skills and the personnel and technical resources, and has offered to provide in response to the Tender Notice dated, issued by the National Mission Director AMRUT, Ministry of Housing & Urban Affairs, Government of India, services as set forth in this Contract;

(b) the “Employer” has accepted the offer of the Consultant to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties 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:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C : Reporting format for Parks
 - Appendix D : Reporting format for projects other than Parks
 - Appendix E : Details of Cluster/ States
 - Appendix F: Staffing schedule
 - Appendix G: Total Cost of Services in INR (Indian Rupees)
 - Appendix H: Technical and financial proposal submitted by the Consultant while inviting tenders
 - Appendix I: Letter of Award (LoA)

2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, and in particular:

- (a) The Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and
- (b) The Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

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

	Signed by -----
In presence of (Witnesses)	
	For and on behalf of the Governor of (.....Name of State/UT.....) acting through State Mission Director, AMRUT, (...Name of the concerned Department of State/UT ...), Government of (.....Name of State/UT..) [Sh./Smt., State Mission Director (AMRUT), (.....Name of State/UT...)
	2. For and on behalf of (..Name of the Firm..)
In presence of (Witnesses)	
(i)	
(ii)	

II. General Conditions (GC) of Contract:

1. GENERAL PROVISIONS

1.1 **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract shall 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 (..Name of the Firm..) which shall provide the Services to the Employer under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means a calendar day.
- (e) “Effective Date” means the date on which this Contract comes into effect pursuant to Clause 2.1 of GC.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association; and the term “Members” shall be construed accordingly.
- (k) “Party” means the “Employer” or the “Consultant”, as the case may be, and the term “Parties” shall be construed accordingly.
- (l) “Personnel” means professionals and support staff provided by the 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 by the Consultant had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided by the Consultant had their domicile within India; and “Key Personnel” means the Personnel referred to in Clause 4.2(a) of GC.
- (m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses etc. subject to specified maximum limits in this Contract].
- (n) “SC” means the Special Conditions of this Contract by which the GC may be amended or supplemented, as the case may be.
- (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 sub-contracts any part of the Services.
- (q) “Third Party” means any person or entity other than the “Employer”, or the “Consultant”.
- (r) “In writing” means any communication in written form with proof of acknowledgment.

1.2 Relationship Between the Parties

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

1.3 **Law Governing Contract:** This Contract, its meaning and interpretation, and the relation

between the Parties shall be governed by the applicable laws of India.

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

1.5 **Notices**

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

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

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

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

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

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

1.10 **Fraud and Corruption:**

1.10.1 **Definitions:** It is the Employer’s policy to require that Employer 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 or public servant in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more Consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive 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 the contract, or in the event when the Employer determines that timely and appropriate action to the satisfaction of the Employer has not been taken by the Consultant to remedy the situation;

(b) The Employer may also issue sanctions against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, from being awarded a contract if it at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the contract;

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

2.4 **Validity of Contract:** Unless terminated earlier pursuant to Clause 2.9 of GC 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 shall have 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: 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 7.2 of GC here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

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, or (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 fulfill 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 8 of GC.

2.8 Suspension: The “Employer” may, by written notice of suspension to the Consultant,

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

2.9 Termination

2.9.1 By the “Employer”

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

(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 2.8 GC 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 insolvent or goes into liquidation 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 8 of GC hereof.

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

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

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

(g) If the Consultant fails to provide the quality services as envisaged under this Contract, the Employer may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Employer may decide to give an opportunity to the Consultant to improve the quality of the services.

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

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

2.9.1.2 In such an occurrence the “Employer” shall give not less than thirty (30) days’ written notice of termination to the Consultant, 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 2.9.2 of GC.

(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 8 of GC 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 8 of GC 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 2.2 or 2.9 of GC hereof, or upon expiration of this Contract pursuant to Clause 2.4 of GC 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 3.3 of GC hereof, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.5 of GC 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 2.9.1 or 2.9.2 of GC 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 3.8 or 3.9 of GC hereof.

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

(a) If the Contract is terminated pursuant to Clause 2.9.1.1(g), (h) or 2.9.2, payment pursuant to Clause 6.3(g) of GC hereof for Services satisfactorily performed prior to the effective date of termination.

(b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (f) & (i), the Consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this Contract. The Consultant will be required to pay any such liquidated damages to Employer 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) & (i) of Clause 2.9.1.1 or in Clause 2.9.2 of GC hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause 8 of GC hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.:

(a) The payment of the Consultant pursuant to Clause 6 of GC hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause 3.2.2 of GC 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, Personnel or agents, similarly shall not receive any such additional payment.

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

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

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would be in 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 insurance, at their 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 and the costs of premium paid shall be borne by the Consultant.

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 Accounting Standards (AS)/ Guidance Notes issued by MCA/ICAI etc. 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, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

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

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

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

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

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

3.9 Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Consultant by the “Employer”, or purchased by the Consultant

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

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

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

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

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the Consultant’s proposal and are described in Appendix F. 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 3.1.1 of GC hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix F may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1(b) of GC 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 F 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 6.1(b) of GC of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix F are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs).

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

(b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or

has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the “Employers” written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above 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 person replaced. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

- (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) Issue such instructions to officials, agents and representatives of the Government, as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (c) Provide to the Consultant, Sub-Consultants and Personnel such 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. the Goods and Services Tax (GST) 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 contract amount 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 6.1(b) of GC.

5.3 Services, Facilities and Property of the “Employer”:

In case such assistance as specified in Clause 5.1 of GC, is not be made available to the Consultant, 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 6 of GC of this Contract.

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 G as per the Consultant's proposal to the National Mission Director, AMRUT, Ministry of Housing & Urban Affairs, Government of India on behalf of Employer and as negotiated thereafter.
- b) Except as may be otherwise agreed under Clause 2.6 of GC and subject to Clause 6.1(c) of GC, payments under this Contract shall not exceed the amount specified in Appendix G.
- c) Notwithstanding Clause 6.1(b) of GC hereof, if pursuant to any of the Clauses 4.2 (c) or 5.2 of GC 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 6.1(a) of GC above, the ceiling or ceilings, as the case may be, set forth in Clause 6.1(b) of GC 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 (INR).

6.3 Payment Terms

- a) The payment to Consultant shall be made by the State/UT government concerned. The Ministry shall keep adequate funds at the disposal of the state governments based on the approved State Annual Action Plan (SAAP) for that State. Expenditure in excess of that will be made by the concerned State.
- b) The total fee payable in respect of each project will be paid in four parts as under:

Part I: The consultant will be required to establish at least one office within the geographical limit of the cluster for which it has been selected (Example: The consultant selected for Bihar cluster shall establish at least one office in any of the three states in Bihar cluster namely Bihar, Chhattisgarh and Jharkhand). Consultant will be paid 5 % of total cost of services for each State calculated on pro-rata basis from the agreed fee for the cluster as mobilization advance at the time of on-boarding after having set up office and putting the team in place and on certification by the State Mission Director of the State/UT in the cluster where the office has been set up.

Part II: 5 % of the total cost of services for the State calculated on pro-rata basis from the agreed fee for the cluster will be paid after the first round of visits (fact finding visits) by the Consultant to all the cities in the concerned State. Amount will be released after an initial report for the concerned State is submitted in the desired format about the status of the projects.

Part III: For each project an amount of 80 % of the total cost of services for the State calculated on pro-rata basis from the agreed fee for the cluster will be paid equally spread over six site visits on submission and acceptance of relevant deliverables as per Appendix A & B. Full fee remaining unpaid shall be released on submission of final visit report after the completion of the project on submission and acceptance of relevant deliverables, irrespective of the number of visits conducted earlier. (Note: The time gap between two site visits to a project site should not be more than six months)
This amount will be calculated as under;

$$\text{Fee payable to the consultant for a project} = \frac{p \times q}{r}$$

where

p = 80% of total fee for entire scope of work accepted for a particular cluster

q = Cost of Project which shall be lower of the cost of DPR approved by SHPSC and actual awarded cost of project

r = SAAP size for the respective cluster indicated in Appendix E of RfP

Part IV: For each project, the final 10 % of the payment shall be paid on submission and acceptance of the overall assessment report assessing the performance of the asset created and service levels. This amount will be calculated as above in Part-III where in value of ‘p’ will be 10% of total fee for entire scope of work accepted for a particular cluster. This visit will be one year after the commissioning of the project.

Note: In case of any increase or decrease in the amount of cluster size with respect to the size given in Appendix-E, the necessary adjustment in the payment already made to the consultant, will be made in the subsequent payments.

- c) Deleted.
- d) The Consultant will claim the payment on quarterly basis in respect of the visits made in the immediately preceding quarter.
- e) The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly rectify such defects, and thereafter the foregoing process shall be repeated.
- f) If the deliverables submitted by the Consultant are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Consultant. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9 of GC. In such case, the payment will be released to the Consultant only after it re-submits the deliverable and which is accepted by the Employer.
- g) In case of early termination of the contract, the payment shall be made to the Consultant as mentioned here with: 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 work done during this period with supporting documents. The fee should be arrived at by calculating the amount on pro-rata basis plus any applicable tax.
- h) Once a milestone (field visit) is completed, the Consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment

upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the Consultant without further delay

6.4 Penalty

- a) The relevant project deliverables after a site visit must be submitted to the employer in the standard format within 30 days of the intimation by the Employer to conduct site visit cycle.
- b) If deliverables for a project are not submitted as per schedule, the Consultant shall be liable to pay to the employer 5% of the total payment due for each week of delay for that site visit to that project as penalty. The 5 % penalty for each week shall be applicable for a maximum of 6 weeks of delay. Post a delay of 6 weeks, the penalty will be equal to the entire remaining payment for that project for all visits by the Consultant.
- c) If the Consultant defaults or delays on the deliverables of a project thrice, he shall be liable to pay to the Employer 200 % of the total payment pertaining to all visits to that project as penalty.

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 8 of GC hereof.

8. SETTLEMENT OF DISPUTES

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

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

arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry of Housing and Urban Affairs, Government of India. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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

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

9. Liquidated Damages

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

- (a) Liquidated damages for error / variation: in case any error, or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Employer in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Price. In such event the Consultant will also be liable to be blacklisted and will not be eligible to participate in other projects of Ministry of Housing & Urban Affairs, Government of India.
- (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 5% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

- (i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer of any material change in their status, in particular,

where such change would impact on performance of obligations under this Contract.

- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR), as per law applicable, while providing its services under the Project.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- (vii) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by employees, workman, contractors, sub-contractors, suppliers, agent(s) etc., 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 Employer.
- (x) Any error/discrepancy in the contract may be amended with mutual agreement between State and Consultant, provided it does not result in any increase in the amount due to the Consultant.

III. Special Conditions of Contract:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Employer:</p> <p>Government of (.....Name of State/UT...)</p> <p>Attention: (.....)</p> <p>Tel. No.: (.....)</p> <p>E-mail (where permitted): (.....)</p> <p>Consultant: (..Name of the Firm..)</p> <p>Attention: (..Name of the Authorized Representative of the Firm),</p> <p>Tel. No.:</p> <p>E-mail (where permitted) :</p>
1.7	<p>If the consultant consists only one entity state “N/A” or The Lead Member on behalf of the JV is _____ [insert name of the member]</p>
1.8	<p>The Authorized Representatives are:</p> <p>For the Employer:</p> <p>Sh./Smt. (..Name of concerned Officer..), State Mission Director (AMRUT), (...Name of the concerned Department of State/UT ...), Government of (.....Name of State/UT....)</p> <p>For the Consultant: (..Name of the Authorized Representative of the Firm), (..Name of the Firm..)</p>
2.1	<p>Effectiveness of the Contract as stipulated in clause 2.1 of GC</p> <p>Receipt by the Employer of Performance Security.</p> <p>Performance Security:</p> <p>(a) The Consultant, for due and faithful performance of its obligations under the Contract Agreement, shall be required to provide a performance Security @ 5% of the accepted Contract amount at the time of signing this agreement to the Employer through Bank Guarantee acceptable to the Employer, on receipt of the Letter of Award from the Authority.</p> <p>(b) The Performance Security shall be issued by Scheduled Commercial Bank and from within the jurisdiction of India. The Performance</p>

	<p>Security shall be valid until a date 60 days beyond the date of completion of all contractual obligations of the Consultant.</p> <p>(c) The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract in the event of:</p> <ul style="list-style-type: none"> (i) failure by the Consultant to extend the validity of the Performance Security on extension of time of the contract, in which event the Employer may claim the full amount of the Performance Security, (ii) failure by the Consultant to pay the Employer any amount due, as either agreed, (iii) Claims, Disputes and Arbitration, within 60 days after this agreement or determination, (iv) Circumstances which entitle the Employer to termination under Sub-Clause 2.9 of GC (Termination by the Employer). <p>On Completion of the Contractual obligation by the Consultant, the performance security shall be returned to the Consultant within 21 days from the validity period as mentioned in Sub-Clause 2.1 (b) of SC.</p>
2.2	Termination of the Contract for failure to become effective: 21days
2.3	Commencement of Services: Within 30 days of Effective date of Contract
2.4	<p>Validity of Contract:</p> <p>The contract shall be valid for 36 months from the Effective Date. It may be extended for a period of one year at a time up to a maximum of two extensions, if required.</p>
3.4	<p>The following limitation of the Consultant’s Liability towards the Employer can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Employer:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Employer’s property, shall not be liable to the Employer:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage <p>(b) This limitation of liability shall not</p>

	<p>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in Employer’s Country.</p>
3.4	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of equal to the value of the Contract Price;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Employer’s country by the Consultant or its Experts, with a minimum coverage as per Indian Motor Vehicle Act 1988 and any amendments thereof.</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Employer’s country.</p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts in accordance with the relevant provisions of the applicable law in the Employer’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under 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.</p>
6.1 b	<p>The ceiling in local currency is: Rupees (.....awarded cost in Figure and Word for concerned State/UT as mentioned column no. - 6 of Para -1 of forwarding letter...) [exclusive of applicable Tax as payable in India.]</p> <p>The amount of such taxes is Rupees (.....applicable Tax i.e. GST as payable in India in Figure and Word for concerned State/UT ...) calculated at the rate of 18% GST and is subject to revision as per the rates prescribed by the Government of India from time to time.</p>
6.3	<p>The following provisions shall apply to the advance payment and payment the advance payment guarantee:</p> <p>(i) An advance payment of 5% of the Contract amount in local currency shall be made as per clause 6.3(b) Part I of GC.</p> <p>(ii) In addition to the performance security, the Consultant will submit irrevocable Bank Guarantee in favor of concerned State for an amount</p>

	<p>of 5.50 % of contract amount, at the time of payment of mobilization advance as per clause 6.3(b) Part I of GC.</p> <p>The bank guarantee will be released when payment against Clause 6.3(b) Part II of GC is released to the consultant.</p>
<p>8.2, 8.3 and 8.4</p>	<p><u>Arbitration:</u></p> <p>In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in (..Name of State /UT Capital..), (.....Name of State/UT.....)</p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>

IV. Appendices

The scope of services to be carried out by the Consultant is as below:

- a) The Consultant is expected to review and monitor all projects sanctioned under AMRUT Mission. Feasibility of the project – ‘do-ability’ and ‘need’ is established during project appraisal prior to its sanction. Therefore, the Consultant is not required to relook at the same. The Consultant will identify the constraints and issues in the project implementation and enable a corrective action if necessary. All the projects in a city will be visited by the Consultant in a single visit at least once in every six months. The visit may be adjusted at the request of the concerned State Government to account for situation like synchronizing the visit with instalment claim.

In these periodic site visits (half yearly) agency will draw up the reports, discuss the same with the project management team and forward the report to the concerned Project Executing Agency (PEA)/ Urban Local body (ULB), SLTC (State Level technical committee) and State Mission Directorate (in soft copy only via an email). The reporting shall be on the basis of standard checklist covering various activities in all stages of the project development cycle, and specific for each sector. The Consultant may be asked to carry out need based review of projects based on the request from the State Government(s) or MoHUA, Government of India.

The scope of services covering various activities in all stages of the project development cycle is described below.

Pre-construction Stage:

Review of the project at this stage is to primarily review and monitor the preparatory activities that go into a project prior to beginning actual procurement and construction. Such review should cover:

- i) Review of project design documentation
 - a. Check project components are in line to the approved Service Level Improvement Plan (SLIP)/ State Annual Action Plan (SAAP).
 - b. Check extent of completion of design with respect to the committed service level improvement sanctioned in SLIP/SAAP.
 - c. Review adherence to technical standards in the detailed execution designs / drawings prepared
 - d. Review the project implementation plan (level of detail, interdependencies, linkage to resources, etc.)
 - e. Check the sequence of design documentation with respect to project implementation plan
 - f. Review the test reports to examine adequacy of all surveys that are needed to be carried out for project design.
 - g. However, if the construction of the project has already started before Consultant is appointed, these activities may be done as an initial report.

- ii) Review of site preparation and clearances to begin construction
 - a. Undertake site visit to examine availability of land / right of way for the project, to examine that the project site is free of encumbrances; access to site is available etc. Report on handing over of site to the contractor for construction.
 - b. Report on statutory clearances.
 - c. Report on progress with respect to shifting of utilities, if applicable.
 - d. Review the probability of escalation in project cost and time delay in implementation on account of delays in site preparation and statutory clearances

- iii) Review of project management mechanisms
 - a. Report on whether mechanisms have been put in place for independent monitoring of physical quality of materials / construction / fabrication

- iv) Review of O&M arrangements and outcome assessment
 - a. Report on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability
 - b. Review of expected outcomes from the projects and quantification in terms of achievement of service level benchmarks.

Construction Stage:

Review of the project through the course of its construction is to primarily review and monitor physical progress, financial progress, commercial performance, project quality, compliance to statutes and other requirements. Such review to be conducted periodically (i.e. half yearly) over the construction period should cover:

- i) Report on Physical progress of the project:
 - a. Review the physical performance accomplished in the project with respect to the milestones projected in the DPR or the project implementation plan finalized at pre-construction/RfP stage.
 - b. Review of rescheduling of milestones on the basis of performance.
 - c. Report on abnormal delays in project activities and advice on remedial measures.

- ii) Report on Quality assurance systems and Project quality
 - a. Report on methodology and frequency of tests carried out by the contractor/quality assurance Consultant by examining Requests for Inspection (RFI) and reports. Ensure that they are in line with good industry practices.

 - b. Confirm that the materials used for construction are as per the specifications of contract agreement (The Consultant shall not themselves undertake any physical testing of material / product / construction quality. However, the Consultant may prevail on the Project Executing Agency (PEA) to conduct necessary tests. Costs for such testing should be borne by the PEA)

- c. Report about cases of non-conformance from quality reviews based on available documents and interactions.
- iii) Report on the Commercial performance and Financial progress of the project:
- a. Commercial performance
 - i. Review and report on commercial performance of contractors under the project with respect to commercial terms and conditions, i.e. performance with respect to clauses such as – guarantee / warranty, defects–liability, licenses, bank guarantee, insurance, payment schedule, taxes, dispute resolution mechanisms, etc.
 - ii. Highlight and report on enforcement of critical commercial terms and conditions by either party that has an impact on time and cost of the project.
 - iii. Suggest remedial measures to improve commercial performance
 - b. Financial progress of the project
 - i. Report on adequacy of systems for project related financial management.
 - ii. Report the quantum and timelines of contribution of funds from all the counter parties of the project by verifying receipts statements.
 - iii. Review documents related to claim for payments and payments made. Such documents will include – Invoices, Measurement Book, Bank statements, etc.
 - iv. Report on utilization of funds in verification with bank reconciliation statements.
 - v. Remedial measures to improve financial progress
- iv) Report any major variation in overall project cost, due to changes in the Bill of Quantities as per the contract.
- v) Compliance to the statutory requirements
- a. Report on compliance to directives by State and Central environmental agencies / authorities stated during the environmental clearance of the project, compliance with the Environmental Management Plan for the project, and good environmental management practices of the industry.
 - b. Report on provision, installation, and usage of health and safety equipment, procedures and practices at site by visual observation and examination of records. The report should include health and safety issues concerning workers at site.
 - c. Report on standards of health and sanitation arrangements maintained at campsite by visual observation and discussion with the concerned stakeholders.
 - d. Report about the progress of Resettlement and Rehabilitation of Project Affected Persons
 - e. Report on persons requiring resettlement and rehabilitation assistance as reported by the land acquisition team and the DPR.
 - f. Report on compensation awarded and / or to be paid as per the records.
 - g. Report on court cases, which likely to affect the physical progress of the project.

- vi) Review of O&M arrangements and outcome assessment
 - a. Report on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability.
 - b. Review of expected outcomes from the projects and quantification in terms of achievement of service level benchmarks.

Commissioning, Trial run and Testing Stage

- i) Report on necessary training imparted to the operations and maintenance (O&M) team for taking over the completed project. The agency will check with records and discussion with participants.
- ii) Report on stages of testing and level of participation by the O&M team.
- iii) Reports on handing over of all documentation, “As Built” drawings operational instructions and equipment manuals to the O&M team.
- iv) Report on trial runs and completion of project.
- v) Review of O&M arrangements and outcome assessment
 - a. Report on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability.
 - b. Review of expected outcomes from the projects and quantification in terms of achievement of service level benchmarks.

Post Construction Stage:

- i) To report on overall performance of the asset created (project) with respect to
 - a. Capacity – delivering capacity requirements
 - b. Service level Improvement- as compared to committed in SLIP/SAAP
 - c. Functionality – meeting all functional requirements
 - d. Usage – extent of usage, break downs and shut downs
- ii) Review of O&M arrangements and outcome assessment
 - a. Report on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability
 - b. Review of expected outcomes from the projects and quantification in terms of achievement of service level benchmarks.

In addition to the activities defined above, the following activities shall also be covered in the project reviews during the construction stage

Visit Project Sites and upload Pictures on the AMRUT APP

- a. Report on the actual physical progress made on the specific project sites by uploading the site pictures on the AMRUT App (Android) developed by the Ministry of Housing & Urban Affairs, Government of India.
- b. The Consultant shall ensure the availability of Android based devices to the site visiting Team. The Employer shall not provide for any such devices.

APPENDIX B**REPORTING REQUIREMENTS**

The table below provides an indication of the effort estimate and methodologies required for independent review of the Consultant for the projects at different Stage. The timing of review and the method of review is indicative. The reporting formats have been attached at the end of the contract.

Sr. No.	Nature of Review	Timing	Method of Review	Frequency
Pre- Construction Stage				
1	Review of project design document	On completion of design of project /project component	Design documents & Drawings	Once
2	Review of site preparation and clearances to begin construction	Prior to start of construction	Inter departmental correspondences. Official records	Once
3	Review of Project management systems	After deployment of Project management systems	As per official records, observations, discussions with PEA	Half Yearly
4	Review of O&M arrangements	On completion of design of project	Design documentation official records, discussion with PEA	Once
5	Review of expected outcomes	On completion of design of project	Design documentation, official records discussion with PEA.	Once
Sr. No.	Nature of Review	Timing	Method of Review	Frequency
Construction Stage & Commissioning, Trial-Runs and Testing Stage				
6	Report on Physical progress of project	After handing over the site to contractor /concessionaire, and regularly over the Construction period	Reports and documents submitted by PIU, Review of milestones as per Contract agreement, Discussions with PEA	Half Yearly
7	Report on quality assurance system		Request for inspection (RFI) reports Contract agreement and physical observation Discussions with PEA	
8	Commercial Performance	Over the construction period	Contract and relevant documents	Half Yearly
9	Financial Performance		Invoices, Measurement Book,	

			Bank statements, BOQ as per contracts	
10	Compliance to the statutory requirements	Pre-Construction, during Construction and Post-Construction	As per the MoEF guidelines EMP document for the project. Comparison with relevant legislation /rules	Half Yearly
11	Safety and Health	Construction and Post-Construction	As per relevant standards/ good practices / Contracts	Half Yearly
12	Progress of Resettlement and Rehabilitation	During Pre-Construction and Construction stage if the Land acquisition process is not completed.	As per R&R Action Plan submitted along with DPR/ Land acquisition proposal submitted, Records of Competent Authority No. of court cases against land acquisition for the project	
13	Commissioning, Trial runs and Testing	Commissioning, Trial runs and Testing stage	As per Records and discussion with Concerned officials	Once
14	Review of O&M arrangements	Concurrent with construction	Design documentation official records discussion with PEA	Half Yearly
15	Review of progress on outcomes	Concurrent with construction	Design documentation official records discussion with PEA	Half Yearly
Post - Construction Stage				
16	Report on overall performance of the asset created (project)	Post Construction Stage, about one year after project completion	Records and discussion with officials / beneficiary community	Once
17	Review of O&M arrangements	Completion of construction and commissioning	Design documentation, official records discussion with PEA	Once
18	Review of outcomes	Completion of construction and commissioning	Design documentation, official records discussion with PEA	Once

Note: The scope of work defined in Terms of Reference of Request for Proposal (RfP) including the corrigendum issued by MoHUA thereto while inviting proposals for this project work, will also be applicable. Any task not mentioned above but included in Terms of Reference, will also be part of the Scope of Work.

Reporting format for Parks
I. Pre-Construction Stage

1. Common Attributes:

A- General Details

- a) Name of State
- b) Name of City
- c) Name of project
- d) Project code
- e) Approved project post in SAAP
- f) Project included in which SAAP i.e. I/II/III
- g) Whether the project falls in more than one SAAP. If yes please provide details i.e. SAAP-I, II or III.
- h) Serial Number in AMRUT portal
- i) Name of reviewing agency (IRMA)
- j) Date of review
- k) Name of personnel of review agency making the site visit
- l) Implementing Agency (exp. ULB/parastatal etc.)
- m) Key concerned officer(s) interacted during review
- n) Number of visits already made for the project

B- Review of Project Implementation Plan (timelines): Provide timelines, deviation, its impact on project, revised timelines and suggested remedial measures by IRMA

- a) Date of appraisal of DPR by SLTC
- b) Date of approval of DPR by SHPSC
- c) Date of issue of Notice Inviting Tender (NIT) / Request for Proposal (RfP). If there is any delay please give reasons.
- d) Publication details of NIT
- e) Date of issue of Work Order (WO)
- f) Scheduled date of start as per
- g) Actual date of start of work
- h) Name of Contractor/ Executing agency
- i) Contractual Amount. Please also indicate here difference from amount approved in SAAP

2. Review of adherence to SLIPs and SAAPs and outcome assessment

- a) Project outcome proposed in approved SLIP/SAAP. Deviation in outcome proposed in DPR w.r.t. approved SAAP
- b) Review and comment on expected outcomes from the projects and quantification in terms of achievement of improvement in a) available general services and facilities, b) child, elderly and Divyang friendly features, c) family facilities including child friendly play equipment's, and, d) aesthetics and other (e) Safety (g) accessibility (h) Physical Activities resources, (i) Per Person Open Space in Plain Areas as per URDPFI, (j) Per Person Open Space in Built-Up Areas as per National Building Code (NBC)
- c) Strategy adopted to ensure achievement of outcome.
- d) Does it provide year-wise milestones and outcomes?
- e) Comment on the city's action plans to make special provisions for installing in the city parks as per AMRUT Guidelines
 - child friendly components
 - Senior citizen friendly features
 - Divyang friendly features

3. Land acquisition and Utility Shifting:

- a) Report status, issues (if any), impact and remedial action plan on conditionality of each project in terms of availability of land, encroachments environmental obligation and clearances, required NOC, financial commitment, approval and permission needed to implement the project.
- b) Whether the project site is free of encumbrances/ litigation/court cases? If no report status, issues (if any), impact and remedial action plan.

4. Project Management Facility:

- a) Whether adequate number of supervision / technical / administrative staffs are deployed? (Yes / No)
If deployed, list the staff details and verification proof.
- b) Report on whether mechanisms have been put in place for monitoring of physical, financial progress, project outcomes. Also report whether updation of project progress on AMRUT portal and progress photographs on AMRUT App is being done once in 15 days.

5. Tendering Process:

- a) Whether the Scope of Work conforms to Project Outcomes? (Yes or No). If no, then record your observations clearly bringing out discrepancies
- b) Whether the procurement plan is initiated in alignment with as prepared in approved DPR? Yes / No
- c) If there is no procurement plan, this may be obtained from the ULBs and furnished along with this?

d) Indicate the status of the tendering process as applicable:

Tender documentation completed	-	Yes / No
Invitation of Bids	-	Yes /No
Bid evaluation	-	Yes /No
Tender awarded	-	Yes / No
Total number of packages for which bidding is under process.		

- e) Is there any discrepancy found in the bidding? Yes/ No If yes, provide the details of deviations found in the bidding documents?
- f) Review the probability of escalation in project cost and time delay in implementation on account of inefficiencies and mistakes in procurement
- g) Compliance of the bid documents with respect to design standards, especially with respect to Materials of Construction
- h) Review whether due transparent and fair procurement processes have been followed as per the rules of the Project Implementing Agency (PIA)/ General Financial Rules (GFR), and good practices followed in the industry
- i) Review the bid documents with respect to appropriateness of commercial terms and conditions of the contract

6. Review of Project Design, Documents and drawings: In case of any variations, suggest remedial measures to be taken for achievement of outcomes

- a. Review whether project components are in line to the approved SLIP/SAAP.
- b. Review adherence to technical standards in the detailed execution designs / drawings prepared

S. No	List of project design documents	(Yes / No)	Weather Standard followed? If No- provide details and suggest remedial measures
1	General Arrangement Drawings		
2	Detailed Engineering Drawings		
3	Drawings for Miscellaneous components		
4	Bill of Quantities & Detailed Cost Estimates		
5	Bid documents		
6	Materials report		

Note: If there are any discrepancies found in the above listed documents, this may be reported

7. O&M arrangement

- a) Report on Weather O&M Contracts with (RWAs/ Citizens Groups/ Corporate Groups - CSR) has been done? report on how the city incorporate establishment of a system of maintenance with active citizens' engagement as per AMRUT Guidelines
- b) If no, Whether O&M has been included in the DPR conforming to the AMRUT guidelines? Report on the assessment of the O&M arrangement for the project, for its adequacy, financial arrangement and sustainability specifically in terms of staffing, maintenance & equipment issues

Reporting format for Parks

II. Construction Stage

1. Common Attributes:

A- General Details

- a. Name of State
- b. Name of City
- c. Name of project
- d. Project code
- e. Approved project post in SAAP
- f. Project included in which SAAP i.e. I/II/III
- g. Whether the project falls in more than one SAAP. If yes please provide details i.e. SAAP-I, II or III.
- h. Serial Number in AMRUT portal
- i. Name of reviewing agency (IRMA)
- j. Date of review
- k. Name of personnel of review agency making the site visit
- l. Implementing Agency (exp. ULB/parastatal etc.)
- m. Key concerned officer(s) interacted during review
- n. Number of visits already made for the project

B- Review of Project Implementation Plan (timelines): Provide timelines, deviation, its impact on project, revised timelines and suggested remedial measures by IRMA

- a. Date of appraisal of DPR by SLTC
- b. Date of approval of DPR by SHPSC
- c. Date of issue of Notice Inviting Tender (NIT) / Request for Proposal (RfP). If there is any delay please give reasons.
- d. Publication details of NIT
- e. Date of issue of Work Order (WO)
- f. Scheduled date of start as per
- g. Actual date of start of work
- h. Name of Contractor/ Executing agency
- i. Contractual Amount. Please also indicate here difference from amount approved in SAAP

2. Physical Progress: To be verified with records of measurement books and also include field photographs

List as indicated below:

Project Component	Mile stone targeted for the period as per plan		% Milestone completed	Reasons for the delay	Rescheduled Date based on performance	Advise on remedial measures
	Total Quantity	Target Quantity				
1						
2						
3						

- a. Report on progress against targets set for expected outcomes from the project Provide details for a) available general services and facilities, b) child, elderly and divyang friendly features, c) family facilities including child friendly play equipment's, and, d) aesthetics and other (e) Safety (g) accessibility (h) Physical Activities resources, (i) Per Person Open Space in Plain Areas as per URDPFI, (j) Per Person Open Space in Built-Up Areas as per National Building Code (NBC)
- b. Report on regular updation AMRUT Portal (progress) and AMRUT App (Android) (site photographs of progress) developed by the Ministry of Urban Development. IRMA also has to upload the latest site photographs on AMRUT App in addition to ULB and Mission Directorate.

3. Quality Assurance

- a. Observe and report on the quality of work and materials used in the project and ascertain from the records
- b. If any deviation against specification as given in the DPR/Contract, please specify
- c. When there are major issues related to ascertain the quality of materials used, IRMA agency may prevail on quality assurance¹ check results.
- d. Report about cases of non-conformance from quality reviews based on available documents and interactions.

4. Commercial Performance:

¹ If any discrepancy is observed, while reviewing the project, the Consultant may suggest to the PEA to conduct necessary tests to check the quality of the materials used.

- a) Comment on commercial performance with respect to commercial terms and conditions, i.e. performance with respect to clauses such as – guarantee / warranty, defects–liability, licenses, bank guarantee, insurance, payment schedule, taxes, dispute resolution mechanisms, etc. (List the details)
- b) Provide comments on enforcement of critical commercial terms and conditions by either party that has an impact on time and cost of the project along with quantum of impact
- c) Suggest remedial measures to improve commercial performance

5. Financial Performance:

- a. Report the quantum and timelines of contribution of funds from all the counter parties of the project by verifying receipts statements. In case of delay, mention impact on project
- b. Report on utilization of funds in verification with bank reconciliation statements. Also state variation with respect to project progress on site (if any).
- c. Review documents related to claim for payments and payments made. Such documents will include – Invoices, Measurement Book, Bank statements, etc.
- d. If any discrepancy in the above three leading to major change in the overall project performance, please report in detail?
- e. Review documents related to claim for payments and payments made. Such documents will include – Invoices, Measurement Book, Bank statements, etc.
- f. Remedial measures to expedite the financial disbursement for sanctioned Projects if any

6. Compliance to the statutory requirements

- a. Report on compliance to directives by State and Central environmental agencies stated during the environmental clearance of the project, compliance with the Environmental Management Plan for the project, and good environmental management practices of the industry.
- b. Report on provision, installation, and usage of health and safety equipment, procedures and practices at site by visual observation and examination of records. The report should include health and safety issues concerning workers at site.
- c. Report on standards of health and sanitation arrangements maintained at campsite by visual observation and discussion with the concerned stakeholders.
- d. Report about the progress of Resettlement and Rehabilitation of Project Affected Persons (If any)
- e. Report on court cases, which likely to affect the physical progress of the project (if any).

Reporting format for Parks

III. Commissioning, Trial Run and Testing Stage

1. Provide comments on handing over of all documentation, “As Built” drawings, operational instructions and equipment manuals to the O&M team and list the same
2. Provide comments on level of participation in training of handling equipment’s and during their testing by the O&M team.
3. Report about the performance of equipment’s and working of other components of the projects completed?
4. Indicate the problems / performance of the equipment? If found not satisfactory suggest the corrective action.
5. Provide details on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability.
6. Provide details on the expected outcomes from the projects

Reporting format for Parks

IV. Post-Construction Stage

1. List the Operational performance of the project since the Trial run/ commissioning stage to the period of inspection?
 - a) Performance of the equipment and playing instruments
 - b) Break downs (Number of days / Number of times)
 - c) Is the project meeting all functional requirements?

2. Provide details of the performance of the contractual obligations relating to the above aspects related to plants, machinery and projects.

3. Report on impact on beneficiary community from the project

4. Provide details on the assessment of the O&M performance for the project, specifically of its adequacy, financial arrangement and sustainability.

Note: Ministry of Housing and Urban Affairs has the discretion to change the reporting formats as per the requirement.

Reporting Format for Projects other than Parks

I. Pre-Construction Stage

1. Common Attributes:

A- General Details

- a) Name of State
- b) Name of City
- c) Name of Project
- d) Project Code
- e) Approved Project Cost in SAAP
- f) Project included in which SAAP i.e. I/II/III
- g) Whether the project falls in more than one SAAP. If yes please provide details i.e. SAAP-I, II or III.
- h) Serial Number in AMRUT portal
- i) Name of Reviewing Agency (IRMA)
- j) Date of Review
- k) Name of personnel of Review Agency making the site visit
- l) Implementing Agency (Example: ULB/Parastatal etc.)
- m) Key Concerned Officer (s) interacted during review
- n) Number of visits already made for the project

B- Review of Project Implementation Plan (timelines): Provide timelines, deviation, its impact on project, revised timelines and suggested remedial measures by IRMA

- a) Date of Appraisal of DPR by SLTC
- b) Date of Approval of DPR by SHPSC
- c) Date of Issue of Notice Inviting Tender (NIT) / Request for Proposal (RfP). If there is any delay please give reasons

Note: Ministry of Housing and Urban Affairs has the discretion to change the Reporting Formats as per the requirement

- d) Publication Details of NIT
- e) Date of issue of Work Order
- f) Scheduled Date of Start as per WO
- g) Actual date of start of work
- h) Name of Contractor/ Executing agency
- i) Contractual Amount. Please also indicate here difference from amount approved in SAAP

C- Review of adherence to SLIPs and SAAPs

- a) Project Outcome proposed in Approved SAAP
- b) Deviation in Outcome proposed in SAAP
- c) Strategy adopted to ensure achievement of outcome
- d) Whether contract document covers linking of achievement of outcomes with payment of contractor? Please Mention.

2. Review of Project Design, Documents and drawings: In case of any variations, suggest remedial measures to be taken for achievement of outcomes

- a. Review whether project components are in line to the approved SLIP/SAAP.
- b. Review the extent of completion of design with respect to the committed service level improvement sanctioned in SLIP/SAAP.
- c. Review adherence to technical standards in the detailed execution designs / drawings prepared
- d. Review the test reports to examine adequacy of all surveys that are needed to be carried out for project design.

S. No	List of project design documents	Whether Project Design documents and drawings mentioned in DPR confirms to actual situation on site (Yes / No)	If No- provide details and suggest remedial measures
1	General Arrangement Drawings		

S. No	List of project design documents	Whether Project Design documents and drawings mentioned in DPR confirms to actual situation on site (Yes / No)	If No- provide details and suggest remedial measures
2	Detailed Engineering Design Drawings		
3	Drawings for Miscellaneous components		
4	Bill of Quantities		
5	Detailed Cost Estimates		
6	Bid documents		
7	Test & Investigation Reports		
8	Materials report		

Note: If there are any discrepancies found in the above listed documents, this may be reported

3. Land acquisition and Site preparation: Report the status, impact on project and suggest the remedial action plan

- a. Mention the total land required for the project. Whether the land/ right of way required for the project is available or not? Yes / No
- b. If Land is to be acquired, what is the area required? Mention status of acquisition and likely date of acquisition/transfer.
- c. If Land is to be transferred from other sources, give details.
- d. Whether the project site is free of encumbrances/ litigation?

4. Utility Shifting and relocation:

- a. What is the status of utility and other services to be shifted and relocated for the project execution to begin? Mention likely date by which shifting will be completed
- b. List any issues are there in the shifting of utilities, which may affect the execution of project?

5. Project Management Facility:

- a. Whether adequate number of supervision / technical / administrative staffs are deployed? Yes / No
- b. If deployed, list the staff details:
- c. Report on whether mechanisms have been put in place for monitoring of physical, financial progress, project outcomes. Also report whether updation of project progress on AMRUT portal is being done once in 15 days.

6. Tendering Process:

- a. Is there any discrepancy is found in the bidding documents regarding compliance to the approved DPR? Yes/ No
- b. If yes, provide the details of deviations found in the bidding documents, which may have cost implications on the project? Review the probability of escalation in project cost and time delay in implementation on account of inefficiencies and mistakes in procurement
- c. Compliance of the bid documents with respect to design standards, especially with respect to Materials of Construction
- d. Review whether due transparent and fair procurement processes have been followed as per the rules of the Project Implementing Agency (PIA)/ General Financial Rules (GFR), and good practices followed in the industry
- e. Review the bid documents with respect to appropriateness of commercial terms and conditions of the contracts

7. NOC and other clearances:

- a. Whether all the Environmental and inter- departmental, statutory clearance is obtained? Yes / No
- b. If there are any issues involved in obtaining the clearances, that may have an impact on the project and lead to delays, this may be indicated?
- c. Review the probability of escalation in project cost and time delay in implementation on account of delays in statutory clearances

8. O&M arrangement and outcome assessment

- a. Whether the Scope of Work conforms to Project Outcomes? Yes or No. If no, then record your observations clearly bringing out discrepancies
- b. Review and comment on expected outcomes from the projects and quantification in terms of achievement of service level benchmarks.
- c. Whether O&M has been included in the DPR conforming to the AMRUT guidelines
- d. Report on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability

Reporting Format for Projects other than Parks

II. Construction Stage

1. **Common Attributes:**

A- General Details

- a. Name of State
- b. Name of City
- c. Name of Project
- d. Project Code
- e. Approved Project Cost in SAAP
- f. Project included in which SAAP i.e. I/II/III
- g. Whether the project falls in more than one SAAP. If yes please provide details i.e. SAAP-I, II or III.
- h. Serial Number in AMRUT portal
- i. Name of Reviewing Agency (IRMA)
- j. Date of Review
- k. Name of personnel of Review Agency making the site visit
- l. Implementing Agency (Example: ULB/Parastatal etc.)
- m. Key Concerned Officer (s) interacted during review
- n. Number of visits already made for the project

B- Review of Project Implementation Plan (timelines): Provide timelines, deviation, its impact on project, revised timelines and suggested remedial measures by IRMA

- a. Date of Appraisal of DPR by SLTC
- b. Date of Approval of DPR by SHPSC
- c. Date of Issue of Notice Inviting Tender (NIT) / Request for Proposal (RfP). If there is any delay please give reasons
- d. Publication Details of NIT

- e. Date of issue of Work Order
 - f. Scheduled Date of Start as per WO
 - g. Actual date of start of work
 - h. Name of Contractor/ Executing agency
 - i. Contractual Amount. Please also indicate here difference from amount approved in SAAP
2. **Physical Progress:** To be verified with records of measurement books and also include field photographs

List as indicated below:

Project Component	Mile stone targeted for the period as per plan		% Milestone completed	Reasons for the delay	Rescheduled Date based on performance	Advise on remedial measures
	Total Quantity	Target Quantity				
1						
2						
3						

- a. Report on progress against year wise targets set for expected outcomes from the project and quantification of achievement of SLBs. Provide details e.g. number of taps, or coverage of water supply system etc. Please provide separate achievements of each of the SLBs as per the sector
 - b. Report on regular updation AMRUT Portal (progress) and AMRUT App (Android) (site photographs of progress) developed by the Ministry of Housing & Urban Affairs. IRMA consultant also has to upload the latest site photographs on AMRUT App in addition to ULB and Mission Directorate.
3. **Quality Assurance**
- a. Comment on methodology and frequency of tests carried out by the contractor/quality assurance Consultant by examining Requests for Inspection (RFI) and reports.
 - b. Observe and report on the quality of construction materials used in the project and ascertain from the records
 - c. If any deviation against specification as given in the DPR, please specify

- d. When there are major issues related to ascertain the quality of materials used, IRMA agency may prevail on quality assurance² check results.
 - e. Report about cases of non-conformance from quality reviews based on available documents and interactions.
4. **Commercial Performance:**
- a. Comment on commercial performance with respect to commercial terms and conditions, i.e. performance with respect to clauses such as – guarantee / warranty, defects–liability, licenses, bank guarantee, insurance, payment schedule, taxes, dispute resolution mechanisms, etc. (List the details)
 - b. Provide comments on enforcement of critical commercial terms and conditions by either party that has an impact on time and cost of the project along with quantum of impact
 - c. Suggest remedial measures to improve commercial performance
5. **Financial Performance:**
- a. Report the quantum and timelines of contribution of funds from all the counter parties of the project by verifying receipts statements. In case of delay, mention impact on project
 - b. Report on utilization of funds in verification with bank reconciliation statements. Also state variation with respect to project progress on site (if any).
 - c. Review documents related to claim for payments and payments made. Such documents will include – Invoices, Measurement Book, Bank statements, etc.
 - d. If any discrepancy in the above three leading to major change in the overall project performance, please report in detail?
 - e. If there is any major variation in the overall project cost (+ 5 %) report in detail. Also report on additional financial arrangements by State/ULB in case of cost escalation.
 - f. Review documents related to claim for payments and payments made. Such documents will include – Invoices, Measurement Book, Bank statements, etc.
 - g. Remedial measures to expedite the financial disbursement for sanctioned Projects if any
 - h. Report on adequacy of systems for project related financial management
6. **Compliance to the statutory requirements**

² If any discrepancy is observed, while reviewing the project, the IRMA agency may suggest to the PEA to conduct necessary tests to check the quality of the materials used.

- a. Report on compliance to directives by State and Central environmental agencies stated during the environmental clearance of the project, compliance with the Environmental Management Plan for the project, and good environmental management practices of the industry.
- b. Report on provision, installation, and usage of health and safety equipment, procedures and practices at site by visual observation and examination of records. The report should include health and safety issues concerning workers at site.
- c. Report on standards of health and sanitation arrangements maintained at campsite by visual observation and discussion with the concerned stakeholders.
- d. Report about the progress of Resettlement and Rehabilitation of Project Affected Persons
- e. Report on persons requiring resettlement and rehabilitation assistance as reported by the land acquisition team and the DPR.
- f. Report on compensation awarded and / or to be paid as per the records.
- g. Report on court cases, which likely to affect the physical progress of the project.

Reporting Format for Projects other than Parks

III. Commissioning, Trial Run and Testing Stage

1. Common Attributes:

A- General Details

- a. Name of State
- b. Name of City
- c. Name of Project
- d. Project Code
- e. Approved Project Cost in SAAP
- f. Project included in which SAAP i.e. I/II/III
- g. Whether the project falls in more than one SAAP. If yes please provide details i.e. SAAP-I, II or III.
- h. Serial Number in AMRUT portal
- i. Name of Reviewing Agency (IRMA)
- j. Date of Review
- k. Name of personnel of Review Agency making the site visit
- l. Implementing Agency (Example: ULB/Para Statal etc.)
- m. Key Concerned Officer (s) interacted during review
- n. Number of visits already made for the project

B- Review of Project Implementation Plan (timelines): Provide timelines, deviation, its impact on project, revised timelines and suggested remedial measures by IRMA

- a. Date of Appraisal of DPR by SLTC
- b. Date of Approval of DPR by SHPSC
- c. Date of Issue of Notice Inviting Tender (NIT) / Request for Proposal (RfP). If there is any delay please give reasons
- d. Publication Details of NIT

- e. Date of issue of Work Order
 - f. Scheduled Date of Start as per WO
 - g. Actual date of start of work
 - h. Name of Contractor/ Executing agency
 - i. Contractual Amount. Please also indicate here difference from amount approved in SAAP
2. Provide comments on handing over of all documentation, “As Built” drawings, operational instructions and equipment manuals to the O&M team and list the same
 3. Provide comments on level of participation during testing by the O&M team.
 4. Report about the adequacy of training provided to the O/M team in terms of the following:

Level of staff trained	Higher level	Middle Level	Junior Level
Number of staff trained			
Adequate / Not adequate			
Time Duration			

5. Report about the Trial run / testing of the projects completed?
6. Indicate the problems / performance level of the plants /machinery during trial run stage?
7. If the performance level of the plants and machinery is not adequate and satisfactory, list the correction measures suggested?
8. Provide details on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability.
9. Provide details on the expected outcomes from the projects and quantification in terms of achievement of service level benchmarks.

Reporting Format for Projects other than Parks

IV. Post-Construction Stage

1. Common Attributes:

A- General Details

- a. Name of State
- b. Name of City
- c. Name of Project
- d. Project Code
- e. Approved Project Cost in SAAP
- f. Project included in which SAAP i.e. I/II/III
- g. Whether the project falls in more than one SAAP. If yes please provide details i.e. SAAP-I, II or III.
- h. Serial Number in AMRUT portal
- i. Name of Reviewing Agency (IRMA)
- j. Date of Review
- k. Name of personnel of Review Agency making the site visit
- l. Implementing Agency (Example: ULB/Parastatal etc.)
- m. Key Concerned Officer (s) interacted during review
- n. Number of visits already made for the project

B- Review of Project Implementation Plan (timelines): Provide timelines, deviation, its impact on project, revised timelines and suggested remedial measures by IRMA

- a. Date of Appraisal of DPR by SLTC
- b. Date of Approval of DPR by SHPSC
- c. Date of Issue of Notice Inviting Tender (NIT) / Request for Proposal (RfP). If there is any delay please give reasons
- d. Publication Details of NIT

- e. Date of issue of Work Order
 - f. Scheduled Date of Start as per WO
 - g. Actual date of start of work
 - h. Name of Contractor/ Executing agency
 - i. Contractual Amount. Please also indicate here difference from amount approved in SAAP
2. List the Operational performance of the project since the Trial run/ commissioning stage to the period of inspection?
 - a. Performance of the Plants / machinery/ Project components
 - b. Operational efficiency (%)
 - c. Extent of Usage and Capacity Utilization (%)
 - d. Break downs (Number of days / Number of times)
 - e. Shut downs (Number of days / Number of times)
 - f. Is the project meeting all functional requirements?
 3. Provide details of the performance of the contractual obligations relating to the above aspects related to plants, machinery and projects?
 4. Provide details on the outcomes from the projects and quantification in terms of achievement of service level benchmarks as compared to that committed in SLIP/SAAP. Also report the achievement of objectives as mentioned in SLIP/SAAP for the project
 5. Report on impact on beneficiary community from the project
 6. Provide details on the assessment of the O&M arrangement for the project, specifically of its adequacy, financial arrangement and sustainability.

Names of Cluster/ States

Sl.	Name of the Cluster	Name of State/UT	Mission Period Status	
			No of Mission Cities	Total SAAP Size in Mission period in Rs. Crore *
1	Bihar	Bihar	27	2469.77
		Chhattisgarh	9	2192.77
		Jharkhand	7	1245.74
		Total	43	5908.28

*The Size of SAAP is indicative. The allocation has been done keeping in view the overall expected fund flow to the Mission during the Mission period and the sharing pattern between Centre and States. The investment is subject to change in accordance with the actual availability of funds under the Mission, implementation efforts of the States/UTs concerned and other factors.