



Recruitment of Consulting Firm for

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

for

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

(**KERALA**)

Request for Proposal

(RFP NO.: AMRUT/CMD/001/2023)

Issued on : 20.06.2023

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

Represented by : *Mission Director*

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

Name of The Ministry/ Department: State Mission Management Unit, AMRUT 2.0 Kerala under the Local Self Government Department, Government of Kerala

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

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Section 1. Letter of Invitation

1. The State Mission Management Unit, AMRUT 2.0 Kerala under the Local Self Government Department, Government of Kerala (hereinafter called “Employer”) is executing ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION 2.0 (AMRUT 2.0) in the State.
2. The employer invites proposal to provide the following consulting services: **Project Development and Management Consultant for Performance Improvement and Accelerated Implementation of AMRUT 2.0 in Kerala**. More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is at Instructions to Consultants.
3. A firm will be selected under “Combined Quality Cum Cost Based System (CQCCBS)” and procedures described in this RFP.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
5. Please inform us in writing at the following address
Mission Director, State Mission Management Unit, AMRUT 2.0 Kerala under the Local Self Government Department, Government of Kerala) upon receipt:
 - (a) that you received this RFP document; and
 - (b) that you will submit the proposal by the date & time indicated in part II of the information to consultants called project specific information.

Yours sincerely,

The Mission Director
State Mission Management Unit
AMRUT 2.0 Kerala

Section 2. Instructions to Consultants

Part – I

1. Definitions

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

- (o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

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

3. Eligibility of Association of consultants and Sub-Consultants

- 3.1. If the consultant has formed an association of consultants, each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.
- 3.2. A consultant may associate with consultants and /or individual expert at the time of submission of proposal with. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the association of consultant shall be taken into account for evaluation purpose. However, the Employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the lead member of the association of the consultant shall be responsible and liable to the Employer for every aspect of their proposal, contract etc.

4. Clarification and Amendment of RFP Documents

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

5. Conflict of Interest

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

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

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

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

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

6. Unfair Advantage

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

7. Proposal

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

8. Proposal Validity

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

9. Preparation of Proposals

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

venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit the completion certificates from the Client for consideration for eligibility. All such certificates should have details like scope of work, role of the consultant, date of commencement of assignment, date of completion of the assignment, and value of the assignment. If such certificates are in local languages (languages other than English), consultants are requested to submit English translation of the certificate duly certified by the Competent authority along with the original one. For ongoing projects, 80% completed works only shall be considered.

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the Assignment/job (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity. Technically qualified Consultants/ Firms have to make a presentation on the Technical Approach and Methodology, Work plan and Staffing Schedule before the Consultant Selection Committee on the date and time suggested by SMMU. The award of marks for proposed methodology and work plan shall be based on the document submitted and the technical presentation by the consultants.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks is to be provided in Form TECH-5 of Section 3.
- (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- (f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) A detailed description of the proposed methodology and staffing for training needs to be

given, if the Part II Data sheet specifies training as a specific component of the Assignment/job.

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

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

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

11. Currency

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

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

12.1 Earnest Money Deposit

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

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

- i. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. If the Proposal is varied or modified in a manner not acceptable to the Employer after

opening of Proposal during the validity period or any extension thereof.

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

13. Bid Processing Fees

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

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

14. Submission, Receipt, and Opening of Proposal

- 14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 14.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 14.3 The Original Technical Proposal document shall be submitted in pdf format only, through the Online Procurement Portal of the Centre for Management Development (CMD), Thiruvananthapuram. The Financial Proposal document shall be submitted in .pdf format only with PASSWORD PROTECTION (mandatory), through the Online Procurement Portal of the CMD. The particulars of the Demand Drafts drawn for the purpose of EMD and Bid Processing Fees also shall be entered while submitting the bid documents. If the Financial Proposal document is not Password protected, it will constitute grounds for declaring the Proposal non-responsive. For avoiding circumstances of the proposals being declared unresponsive owing to the uploaded file being corrupt or any of the pages of the documents being illegible, the hard copies of the proposals also shall be sent to the address indicated in the data sheet. The original and all copies of the Technical Proposal shall be placed in a sealed

envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet]”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for Proposal rejection.

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

- 14.4 The hard copies of the proposals and Demand Drafts for EMD and Bid Processing Fees must be sent to the address indicated in the data sheet and received by the Employer within Seven (7) working days after the closing date of online proposal submission portal. For avoidance of doubt, 05.00 pm of the Seventh working day after the closing date of the online proposal submission portal shall be the deadline for submitting the hard copies. Failure to submit the hard copies of the Proposals and Demand Drafts within the aforementioned deadline shall be a case for declaring the proposal non-responsive.

15. Proposal Evaluation

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

15.3 Evaluation of Technical Proposals:

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

- 15.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical

proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

15.5 Public opening & evaluation of the Financial Proposals:

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

15.6 The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. **If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet.** Normally, the date will be the date of opening of the tender unless specified otherwise in the Data sheet.

15.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet [The employer shall mention here which method out of all listed method shall be applied for selection of consultant for this assignment / job]. This selected consultant will then be invited for negotiations, if considered necessary.

16. Negotiations

16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

16.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the

proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Assignment/job”. Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

16.3 Financial negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

16.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.

17. Award of Contract

17.1 After completing negotiations, the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.

- 17.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.
- 17.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

18. Confidentiality

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

19. Right to Amend/Change/Cancel the RFP

- 19.1 SMMU, AMRUT 2.0 Kerala reserves the right to amend/modify any or all provisions of this RFP document and such revisions/amendments to the RFP shall be published in the website of Centre for Management Development(www.kcmd.in).
- 19.2 Notwithstanding anything contained in this RFP, SMMU AMRUT 2.0 Kerala reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Section 2. Instructions to Consultants

Part – II Data Sheet

Clause No. of Data Sheet	Ref of ITC	Particulars	
1.	2.2	Name of the Employer:	State Mission Management Unit, AMRUT Kerala under the Local Self Government Department, Government of Kerala
2.	2.2	Name of the Assignment/job is:	Project Development and Management Consultant for Performance Improvement and Accelerated Implementation of AMRUT 2.0 in Kerala
3.	2.5	A pre-proposal meeting will be held: [If yes, indicate date, time and venue]	YES. Date: 30.06.2023 Time: 10:30 A.M. IST Venue: State Mission Management Unit, 4th Floor, Meenakshi Plaza, Artech Building, opposite Govt. Hospital for Women & Children, Thycaud, Thiruvananthapuram, 695014
4	14.4	Date & time and address for submission of proposal/ bid:	
		Closing Date of Online Proposal submission	12.07.2023
		Closing Time	05:00 P.M. IST
		Deadline for submission of hard copies of proposal and Demand Drafts	18.07.2023, 05:00 P.M. IST
		Address	State Mission Management Unit, AMRUT Kerala under the Local Self Government Department, Government of Kerala
5	2.5	The Employer's representative is:	Mission Director , AMRUT
		Address:	Mission Director , AMRUT, State Mission Management Unit, AMRUT Kerala under the Local Self Government Department, Government of Kerala 4th Floor, Meenakshi Plaza, Artech Building, opposite Govt. Hospital for Women & Children, Thycaud, Thiruvananthapuram, 695014

Clause No. of Data Sheet	Ref of ITC	Particulars	
		Telephone:	0471-2333011
		E-mail:	smmukerala@gmail.com
6		The Employer envisages the need for continuity for downstream work:	NO
7	7.1	Proposals must remain valid days after the submission date, i.e. until:	120 days 09.11.2023
8	4.1	Clarifications may be requested not later than	NA
		The address for requesting clarifications is:	Mission Director, State Mission Management Unit, AMRUT Kerala under the Local Self Government Department, Government of Kerala 4th Floor, Meenakshi Plaza, Artech Building, opposite Govt. Hospital for Women & Children, Thycaud, Thiruvananthapuram, 695014
		E-mail:	smmukerala@gmail.com
9	9.3 (a)		Name of Sub Consultant (if proposed) shall also be mentioned along with technical details
10	9.3 (b)	The estimated number of key Professional staff-months required for the Assignment/job is:	Key Professionals - 171
11	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section 4). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
12.	9.4	The formats of the Technical and Financial Proposal to be submitted are:	
		Power of Attorney to sign the Proposal	
		TECH-1: Letter of Proposal Submission	

Clause No. of Data Sheet	Ref of ITC	Particulars	
		TECH-2: Consultant's organization & experience	
		TECH-3: Comments & suggestions on TOR	
		TECH-4: Approach & methodology	
		TECH-5: Team composition	
		TECH-6: Curriculum vitae	
		TECH-7: Staffing Schedule	
		TECH-8: Work Schedule	
		TECH-9: Comment / modification suggested on draft contract	
		TECH-10: Information regarding any conflicting activities and declaration thereof	
		Undertaking stating that the firm is not blacklisted by State/Central government or PSU or a Corporation in India	
		The Financial Proposal comprise of:	
		FIN-1:	
		FIN-2	
13.		Training is a specific component of this Assignment/job	NO

Clause No. of Data Sheet	Ref of ITC	Particulars	
14.	11.1	Consultant to state the cost in	Indian Rupees
15.	14.3	Consultant must submit the original and 1 (One) copy of the Technical Proposal, and the original of the Financial Proposal.	
16.	15.4	Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	Refer Detailed evaluation
17	15.7	Method of Selection	Quality (70%) cum Cost (30%) Based Selection QCBS - 70:30

Procedure for Detailed Evaluation of Technical Qualifications

Eligibility Criteria

1. The Bidder shall be registered at least five years prior to the date of Advertisement (Letter of incorporation to be attached) and should be a NGO /Civil Societies/Academic Institutions or Proprietary firm / Partnership firm / Private Limited / Limited Company/ Corporate body legally constituted or Limited Liability Partnership Firm. Bidders are encouraged to participate as Joint Venture (JV) or Consortium.
2. The firm/consultant/organization should have Annual Average Turnover of last three years not less than 25 Crores in Project Management or related consultancy work ending on FY 2021-22.
3. Net Worth of the bidder should be positive as on the last date of the previous Financial Year (FY 2021-22).
4. The firm/consultant/organization should have proven experience in providing PDMC services /Project Management Units/Support Units/Technical Support or Coordinator Consultants/Project Planning and Design Consultants for similar assignments at government levels (Central/State/Municipal). (Similar assignments- Water Supply/Wastewater sector projects).
5. Should have experience of at least three Completed/ On-going (at least 80% completed) Urban Water/wastewater sector projects in last 7 years, having consultancy fee of more than

Rs. 5 crores for each of the projects as **PDMC services /Project Management Units/Support Units/Technical Support or Coordinator Consultants/Project Planning and Design Consultants.**

6. The Bidder should have 100 qualified technical personnel on its payroll as on 31st March 2023.
7. Bidder should not be debarred/ blacklisted by any Central/ State Government in India. **The Consulting Firms (Lead Consultant and Partnering Institutions) shall submit an undertaking stating that the firm is not Blacklisted by State or Central Government or any Public Sector undertaking.**

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

#	Minimum Requirements	Documents to be submitted	Max Score
A)	Number of years in existence of the firm 1) Minimum 5 Years and up to 10 Years - 03 Marks; and 2) More than 10 Years - 05 Marks		Max 5 MARKS
B)	Annual Average Turnover from Project Management or related consultancy services of last three years ending on FY 2021-2022 Sub criteria 1) INR 25 – 50 crore – 3 marks 2) INR 50 – 75 crore – 7 marks 3) More than INR 75 crore – 10 marks	Last three consecutive years balance sheet (i.e., FY 2019-20, 2020-21&2021-22 duly audited by Statutory auditor / CA. CA certificate for Turnover.	MAX 10 MARKS
C)	Experience as a Design, Supervision and Procurement consultant in urban (Water Supply) sector with value of contract (for consultancy service) of at least Rs. 5.00 Cr. They should have implemented at least one Water supply schemes like Drink from Tap 24/7 schemes or similar works with innovative solutions like SCADA (1 mark per project subject to maximum 10 marks)	Copy of completion Certificate for completed works & 80% completion certificates for on-going works.	MAX 10 MARKS
D)	Experience as Design and /or Supervision consultant in urban (Sewerage and Septage) sector issues with value of contract (for consultancy service) of at least Rs. 100 lakh.	Copy of completion Certificate for completed works & 80% completion certificates for on-going works.	MAX 10 MARKS

#	Minimum Requirements	Documents to be submitted	Max Score
	They should have designed/ supervised/implemented at least one Septage Treatment Plant of capacity not less than 50 KLD Capacity. (1 mark per project subject to maximum 10 marks)		
E)	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, , Non-revenue water study, GIS mapping) and preparation of digitalized map of existing water supply network/ Sewerage network (0.5 marks per project subject to maximum 5 marks)	Copy of completion Certificate for completed works & 80% completion certificates for on-going works.	MAX 5 MARKS
F)	Key professional staff: Qualification & competency for the assignment / job.		MAX 25 MARKS
	CV of Key Personnel (Minimum Key personnel)	1) Team Leader – 4 Marks Education Qualification – 02 Marks Years of Experience – 02 Marks 2) Hydraulic Network Engineer- 2.5 Marks Education Qualification – 1.5 Marks Years of Experience – 1 Mark 3) Design Engineer (Water Supply) - 2.5 Marks Education Qualification – 1.5 Marks Years of Experience – 1 Mark 4) SCADA & Instrumentation Expert- 2.5 Marks Education Qualification – 1.5 Marks Years of Experience – 1 Mark 5) Design Engineer (Wastewater) cum Environmental Management	

#	Minimum Requirements	Documents to be submitted	Max Score
		<p>Expert – 3 Marks Education Qualification –2 Marks Years of Experience – 1 Marks</p> <p>6) Procurement cum Contract Management Expert – 2.5 Marks Education Qualification – 1.5 marks Years of Experience – 1 Mark</p> <p>7) GIS/RS Specialist-2.5 Marks Education Qualification – 1.5 Marks Years of Experience – 1 Mark</p> <p>8) Hydrogeologist-2.5 Marks Education Qualification – 1.5 Marks Years of Experience – 1 Mark</p> <p>9) Social Mobilization cum IEC Expert – 3 Marks Education Qualification – 2 Marks Years of Experience – 1 Mark</p>	
G)	Proposed Methodology & Work Plan	<p>The Applicant will submit a write up on the methodology and project plan to attain project objectives.</p> <p>The applicant will have to make a presentation on the Technical Approach and Methodology, Work plan and Staffing Schedule based on the write up before the Consultant Selection Committee on the date and time suggested by SMMU.</p> <p>Write up on Methodology & work plan- 15 marks</p> <p>Presentation – 10 Marks</p>	MAX 25 MARKS
H)	Partnering with a reputed and qualified NGOs/ Registered Societies/ civil societies / Academic Institutions with relevant experience in the wastewater sector		MAX 10 Marks

#	Minimum Requirements	Documents to be submitted	Max Score
	<p>Partnering Institution's eligibility (Mandatory Criteria): (Proper document proof to be submitted – Copy of completion certificate (for completed works)/80% completion certificates (for ongoing works).)</p> <p>1) Minimum three years of experience in Water and Sanitation sector - in service delivery, implementation & monitoring</p> <p>and</p> <p>2) Minimum three years of Experience in Community engagement, Information, Education & Communication (IEC)</p> <p><u>Experience in Water and Sanitation sector - in service delivery, implementation & monitoring</u> 3 to 5 years – 3 marks More than 5 years- 5 Marks</p> <p><u>Experience in Community engagement, Information, Education & Communication (IEC)</u> 3 to 5 years – 3 marks More than 5 years- 5 Marks</p>		

Note:

- Bidders scoring minimum 60 Marks out of 100 Marks in Technical Evaluation based on the above-mentioned marking system shall be declared as technically qualified.
- Lead Partner and NGOs/ Registered Societies / civil societies / Academic Institutions is required to meet all eligibility requirements and technical criteria/ sub-criteria in case of JV/consortium.
- In case of JV/Consortium, FORM TECH-1 should clearly indicate Organization X is the lead agency and Organization Y is JV/consortium partner. Please note that an organization submitting a proposal in one JV/consortium cannot submit another proposal with a different partner or as an individual. This will be treated as a double submission which will result in disqualification.
- Consultant cannot repeat experiences under C and D of the technical evaluation parameters.
- Projects funded by International Funding Agencies/Govt. Institutions shall be considered for evaluation provided the end beneficiary of the consultancy services is Government/Public sector client within India.
- In projects funded by International Funding Agencies, client letter shall also include letter issued by Government which is the end beneficiary of the project.
- For average annual turnover criteria, audited financial statements of the bidding entity (and not of affiliates) would be considered for evaluation.

15.7 Method of Selection:

The technical quality of the proposal will be given weight of 70%, the method of evaluation of technical qualification will follow the procedure given in para 15 above. The price bids of only those consultants who qualify technically (**Minimum Qualifying Marks: 60 %**) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. **The financial proposal shall be allocated weight of 30%.**

For working out the combined score, the employer will use the following formula:

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

T (s) stands for technical score

F (w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

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

Section 3. Technical Proposal- Standard Forms

FORM TECH-1: LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide the consulting Assignment/job for [**Project Management and Development Consultant for Performance Improvement and Accelerated Implementation of AMRUT 2.0 in Kerala**] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2: Consultant's organization & experience

Form 2A: Format for Details of Consultant

1. Details of Consultant

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

2. In case of a JV/Consortium:

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

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

Form 2B: Format for Financial Capability of the Consultant

(Equivalent in Rs. crores)

Consultant*	------(Name of Consultant)				
FY	2019-20	2020-21	2021-22	Total	Average
Annual Turnover					
Net Profit					

Certificate from the Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

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

Form 2C: Format for experience in similar assignments

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

FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

[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.]

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

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

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

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

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

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

**FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

1. Proposed Position:
[For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm:
[Insert name of firm proposing the staff]:
3. Name of Staff:
[Insert full
name]:
4. Date of Birth:
5. Nationality:
6. Education:
[Indicate college/university and other specialized education of staff member, giving
names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience:
[List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking,
reading, and writing]:
11. 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 myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

Place: [Full name of authorized representative]:

FORM TECH-7: STAFFING SCHEDULE

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

1.

2.

3.

Note:

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

FORM TECH-8: WORK SCHEDULE

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

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

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

**FORM TECH-9: COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT
CONTRACT**

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

**FORM TECH-10: INFORMATION REGARDING ANY CONFLICTING ACTIVITIES
AND DECLARATION THEREOF**

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

If no, please certify,

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4. Financial Proposal- Standard Forms

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: MISSION DIRECTOR, AMRUT

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [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]. This amount is exclusive of all applicable taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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

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

Yours sincerely,

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

FORM FIN-2: SUMMARY OF COSTS

Sl. No.	Activity No. as per Section 5 of the RFP	Unit	Rate	Quantity	Amount Quoted* in Rupees (in figures) (Quantity X Rate)
1	Activity 1	DMA		28	
2	Activity 2	a. Corporation		5	
		b. Municipality		5	
3	Activity 3	Corporation		1	
4	Activity 4	ULB		6	
5	Activity 5	ULB		9	
6	Activity 6	ULB		9	
7	Activity 7	ULB		9	
	Total Amount				

** excluding GST and including all other applicable taxes, if any.*

Section 5. Terms of Reference

Government of Kerala

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

1. Brief description of the task

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

2. Background

AMRUT 2.0 is a step towards Aatma Nirbhar Bharat with the aim of making the cities 'water secure' and providing functional water tap connections to all households. This will be achieved through the circular economy of water by effecting Water Source Conservation, Rejuvenation of water bodies and wells, Recycle / Reuse of treated Used water, and Rain water harvesting by involving the community at large. This Mission will be run as a people's program i.e., Jan Aandolan. The mission also targets to provide 100% Sewerage/ Septage management in 500 AMRUT cities. The mission will focus on empowering States/ UTs and cities for efficient implementation of projects in the spirit of cooperative and competitive federalism by providing flexibility to the States/ UTs to formulate, plan and implement the projects. In Kerala, all 93 ULBs are taken up under AMRUT 2.0. The total outlay of AMRUT 2.0 is Rs. 3500 crores.

It is proposed under AMRUT that States may appoint Project Development and Management Consultant (PDMC) as an end-to-end consultant for the efficient implementation of AMRUT 2.0 objectives in the state.

SMMU ("SMMU" refers to the State Mission Management Unit set up in Kerala for the implementation of components defined under AMRUT 2.0.) AMRUT Kerala is the Executing Agency (EA) for the AMRUT 2.0 program.

The duration of service is for 30 months and the consultancy period may be increased/ decreased as desired by the authority.

3. Objectives

The objective of the assignment is to provide project development & management consultancy services including the preparation of Detailed Project Reports with value engineered digital hydraulic network model (in Water Gems/ EPANET) and attributes of the Internet of Things (IoT) for water quality monitoring, Smart meters installations for accurate monitoring, improved efficiency, predictive maintenance, and customer engagement toward SCADA based Water supply projects (to supply 'Drink from Tap' Quality piped drinking water to citizens on a 24x7 basis as per the AMRUT 2.0 guidelines and CPHEEO guidelines); preparation of digital base maps for the existing, proposed, and executed sewerage networks in Thiruvananthapuram city; preparation of Action Plan for Reduction of Non-Revenue Water (below 20%); preparation of Urban Aquifer Management plan; development of Micro water supply projects, Sewerage & Septage projects(for projects being implemented by ULB); and planning & conducting IEC activities and community mobilization with the support of the ULBs in consultation with SMMU.

4. Scope of Work

The detailed role and responsibility of the consultant are mentioned below:

Activity 1- Carry out all the required engineering surveys and investigations, Digital mapping, assessment, and technology/identification for the 28 selected District Metered Areas (DMAs) in the 10 Urban Local Bodies to supply 'Drink from Tap' Quality piped drinking water on a 24x7 basis including Preparation of detailed project report/Tender document for 24x7 water supply including Smart Metering, SCADA system and monitoring of the implementation of the Project, Preparation of digital base maps for the existing, proposed, and being executed water supply networks as per the AMRUT 2.0 guidelines and CPHEEO guidelines. (Available data/maps shall be shared. However, the accuracy and authenticity shall be verified and got confirmed from the concerned Department by the consultant).

Activity 2- Assessment of existing Non-Revenue Water and Developing Strategy and Implementation Action Plan for Reduction of Non-Revenue Water (below 20%) in 10 AMRUT cities.

Activity 3- Preparation of digital base maps for the existing, proposed and executed sewer networks in the entire area of Thiruvananthapuram ULB.

Activity4- Development of Urban/City Aquifer Management Plan as per the guidelines of AMRUT 2.0- Prepare an aquifer Management Plan, Water security/ source strengthening measures and water balance studies and mentioning stages/categorization of groundwater utilization zones as Over- exploited, critical, semi-critical or safe zone categorization, adaptation and mitigation measures towards climate change and aquifer management, study towards type of storm water harvesting and other artificial aquifer recharging measures, types of green infrastructures, etc. for 6 AMRUT cities (Kollam, Alappuzha, Thrissur, Guruvayur, Palakkad and Kannur).

Activity 5 -PDMC shall conduct IEC activities supporting the AMRUT 1.0 ULBs. Plan and prepare IEC materials in consultation with SMMU/ULB/ Government Depts. including Behaviour Change Communication on the conservation of water and enhancing water use efficiency and the importance of Liquid Waste Management. IEC campaign shall target to build the capacities of local communities through information, education and persuasion of people affecting Behavioral Change Communication (BCC). IEC shall envisage converting the campaign into a movement- *Jan Aandolan* by engaging ward committees, resident welfare associations, senior citizens, homemakers, NGOs and civil society groups, students and youth, celebrities, brand ambassadors and SHG groups.

Activity6-PDMC shall provide technical advice including preparation of DPR for nine ULBs, as and when required, in developing the Micro water supply projects & Rejuvenation of water bodies, as and when required by the ULB by taking the community perception at large and common consensus among the different stakeholders.

Activity 7-PDMC shall provide technical advice including preparation of DPR for ULBs in developing Sewerage/ Septage projects (9 AMRUT 1.0 Cities) and monitoring the implementation of the Projects as and when required by the ULBs.

Activity 8- PDMC shall liaise with the 93 ULBs, Kerala Water Authority and CMMUs in collecting and updating the data/progress to update on the State/MoHUA portal, monitoring the progress reports and obtaining other information asked by the State and Central Government from the above organizations.

Following are the 9 cities included under AMRUT 1.0:

SI No	CITY
1	Thiruvananthapuram Corporation
2	Kollam Corporation
3	Kochi Corporation
4	Thrissur Corporation
5	Kozhikode Corporation
6	Kannur Corporation
7	Alappuzha Municipality
8	Guruvayur Municipality
9	Palakkad Municipality

The details of Urban Local Bodies for the Implementation of the Drink from Tap facility are given in the following table;

Sl. No.	AMRUT CITY	Total No. of wards	The population as per 2021 Census	Total area (sq. km.)	No. of existing HH	No. of DMAs/Wards Proposed for 24x7 water supply
1	Thiruvananthapuram Corporation	100	992499	214.86	303065	1
2	Kollam Corporation	55	465946	74.039	115048	1
3	Alappuzha Municipality	52	217027	46.29	53587	6
4	Thrissur Corporation	55	379148	101.4	93617	2
5	Guruvayur Municipality	43	84014	29.66	20744	9
6	Palakkad Municipality	52	157223	26.6	38820	1
7	Kozhikkode Corporation	75	731069	118.58	180511	2
8	Kannur Corporation	55	248514	78.35	112000	4
9	Feroke Municipality	38	64889	15	16022	1
10	Chittoor Thathamangalam Municipality	29	38976	14.71	9624	1

The details of Urban Local Bodies for the NRW assessment are given in the following table;

Sl. No.	CITY
1	Thiruvananthapuram Corporation
2	Kollam Corporation
3	Alappuzha Municipality
4	Thrissur Corporation
5	Guruvayur Municipality
6	Palakkad Municipality
7	Kozhikode Corporation
8	Kannur Corporation
9	Feroke Municipality
10	Chittoor Thathamangalam Municipality

4.1 Activity 1- Carry out all the required engineering surveys and investigations, Digital mapping, assessment, and technology/identification for the selected wards/ DMAs in the 10 Urban Local Bodies &prepare detailed project report/Tender document for 24x7 water supply.

A. Collection of Existing Data/ Secondary information on water supply systems in 10 Urban Local Bodies; (Available data/maps will be shared by KWA. However, the accuracy and authenticity shall be verified and got certified by the consultant.)

- Collection of available drawings, and maps of existing water networks/ structures from the government departments.
- Collection of demographic data and ward map/ boundary of the towns.
- Existing infrastructure details.
- Existing water supply and demand status.
- Operation and maintenance of existing water supply schemes.
- Financial arrangements for the existing water supply schemes.
- Governance and management.
- Metering, tariffs, billing and collection level etc. (if applicable).

B. Collection of Primary Data through Primary/direct Engineering Survey and Investigations *(Available data/maps will be shared by KWA. However, the accuracy and authenticity shall be verified and got certified by the consultant.)*

- Topographical and Alignment Survey - Topographical survey using Total Station/DGPS/Auto level of the area including preparation of road plan with levels along roads/streets at 10m intervals and junctions of roads, locations such as a change in gradient, road turnings, naming areas, important landmarks and green/built-up area including preparation of contour map, Establish Benchmark stations at different locations in the project area in consultation with an engineer in charge including the construction of benchmark pillars of RCC M20 (250X250X1000mm) embedded in cement concrete M15. The benchmarks stations shall be established by Total Station Survey/ Fly level survey with reference to GTS benchmarks available near or within the project area or provided by the client.
- Establish Temporary Benchmarks within the project area w.r.t the known GTS benchmark or a benchmark transferred from the GTS benchmark. UTM coordinate system shall be used for establishing the TBM /BM by DGPS survey.
- Laboratory Testing for Source Water Quality – Water quality testing of parameters as per **IS 10500** of samples collected from sources and strategic locations from the existing water supply network. Identify the type of contamination and provide solutions/technology for meeting the potable water quality standards as per prescribed BIS or other government norms. The water quality analysis results will assist in finalizing the requirement of the treatment process.
- Trial Pits - The representative trial pits to be carried out for the identification of Strata of the soil and its characteristics to identify the challenges and laying of the pipeline network.

C. Preparation of Digital Base Maps of Cities *(Available data/maps will be shared by KWA. However, the accuracy and authenticity shall be verified and got certified by the consultant.)*

- Digitisation of Topographical features: Digitisation of all collected topographical data both secondary and primary data on the GIS platform using standard GIS coordinate system (UTM; Datum -WGS84)
- Preparation of Base Layers .: Preparation of geospatial data layers for
 - All types of Roads, Bridges, Water bodies, key buildings, landmarks, important places, etc.
 - Boundaries – Municipal boundaries, ward boundaries, special developmental zones, planning boundaries, etc.

- Preparation of Existing Infrastructure Utilities Layers: Preparation of geospatial data layers for Existing water networks representing:
 - Existing Water supply lines, taps, overhead tanks, etc.;
 - Location of pipeline running underground along the road showing the exact location from the side of road/right or left/center and main line, sub-main, branch line, etc.
 - Type of pipe material used for distribution system (DI, GI, HDPE or PPR);
 - Location and type of pipe used for rising main from pump house to Service reservoir, feeding mains, etc, Air valve, scour valve, etc.
 - Exposed pipeline, the crossing of pipes on nallahs, stream, road crossings, etc.
 - Existing water zones.
 - Location and type of source of water supply; River, stream, nallah, open well, bore well, springs, etc.
 - Existing Discharge available from each source.

D. Analysis and Processing of collected data

- Source sustainability assessment.
- Water demand assessment (ward-wise or cluster/zones-wise) for the design period. Design parameters shall be as described in the CPHEEO manual or in local government norms.
- Review of existing water supply network and check the potential of its integration/upgradation in the new 24x7 water supply scheme to ensure its functionality.
- Review of the current model of management, governance, operation, and maintenance of the existing water supply system.
- To carry out necessary detailed survey & investigation, identify gaps in data and information, and interact with District Administration, KWA/ULB representatives, and local people wherever necessary.

E. Planning and Hydraulic Design of 24x7 Water Supply System

- The planning and design of the water supply system shall ensure the supply of adequate quantity and quality with equal pressure to each individual house.
- Adapting design using natural systems/methods to prevent implementation of cost-intensive varied technologies.
- Adapting Water conservation using low-flow fixtures and energy-saving techniques and materials at household levels.
- The network shall be planned to cover all existing as well as proposed households in the project area to get connections with a minimum length of house service connections pipes.

- The storage shall be provided to ensure water 24x7 supply and prepare a service improvement plan for delivering continuous pressurized water services in the project area.
- The hydraulic model shall be prepared using **Water GEMS/ EPANET** software.
- The hydraulic model shall be prepared for the distribution network till the consumer end gets house service connections and to identify any NRW /leakages.
- Undertake flow and pressure measurements to assess the current hydraulic performance of the existing network system in coordination with the KWA officials.
- The selection of material and grade shall be as per design requirements, environmental standards, and climatic conditions.
- The distribution network map shall be prepared with all detailing requirements of construction.
- The design should necessarily include Smart Metering, Quality sensors, SCADA system, pressure gauges, etc.
- Prepare the current water model and future growth model for the year standard design horizon as per CPHEEO norms.
- Identify network deficiencies and strengthen measures duly optimizing the performance of existing assets.

F. Specifications and Cost Estimates

- Provide detailed design specifications for end-to-end engineering design including civil, plumbing, electrical work, underground storage system, specification of all the fixtures, pumps, smart water meters, SCADA system, insulation materials, etc.
- Based on the above specifications, provide the estimated budget for the project implementation.
- For the preparation of cost estimates in PRICE-3, the DSR in force may be referred to for guidance. Review of DSR for relevant items and should prepare rate analysis with respect to current market rates.
- Rate analysis shall be furnished for items, which are not covered under the DSR including extra leads and lifts.
- Detailed Estimate - After the survey is carried out, sizes and other details of various units are decided, estimate the quantum of work involved. Having finalized such a quantum of work, prepare a detailed estimate of the various components of the work. The detailed estimates are required to be prepared with full details including a minimum of 5-year Operation & Maintenance.
- Quantity sheets should be enclosed with an estimate of each of the sub-work(ward-wise/DMA-wise) and it shall form an integral part of the estimates. On each of the quantity sheets, there should be a mention of the drawings, to which is to be referred.
- Contingencies: Even though estimates are prepared with sufficient accuracy and in detail, in order to cover the gap between the cost as per estimates, and as per actual execution of unforeseen circumstances which should be very few 5% for

contingencies and 2% for work charged establishment should be provided for every estimate except for lump sum estimates such as working survey, land acquisition, etc.

G. Preparation of Draft Contract, Tender documents, and Bid Process Management

- The consultant should prepare the bid documentation in consultation with KWA for seeking offers from suitably- qualified companies to undertake the implementation program and to operate the 24x7 water supply scheme. The consultant proposes the qualifications sought by bidders and the duration of the contract.
- This includes mainly:
 - Preparing prequalification documents and assisting in the pre-qualification process
 - Preparing and helping manage the information desk for the transaction,
 - Assisting in pre-bid meetings, preparation of addendums/corrigendum as needed.
 - Assisting in the evaluation of bids (RFPs) and negotiations of the contract.
 - Prepare a contract management system and operation manual
 - Assist in establishing the contractual phase, including training of personnel in charge of the regulation of the contract, as well as building the capacity of contract signatories to undertake their role.
 - Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements/bid document;

H. Implementation Support

- Consultant needs to support bid preparation, bids evaluation, and an award of the Contract.
- The Team Leader/ Water Supply Engineer needs to supervise the work monthly and assist the Kerala Water Authority as and when required.

4.2 Activity 2- Assessment of existing Non-Revenue Water and Developing Strategy and Implementation Action Plan for Reduction of Non-Revenue Water (below 20%) in 10 AMRUT cities

- Available data/maps will be shared by KWA. However, the accuracy and authenticity shall be verified and got certified by PDMC.
- Assess ‘As is situation’ e.g. collection, collation, and analysis of existing data, field tests as required to assess and estimate the level of commercial losses through illegal connections, billing errors, and collection system physical losses through leaks and bursts in primary and secondary networks and house service connections and reservoir overflows and develop a strategy for structured control and reduction of

NRW in a phased manner (short term, Midterm, and long term) to enable the provision of continuous pressurized water supply services to the customers.

- The sample selection and sample size will be finalized in consultation with the KWA but in any case, the sample size shall not be less than 5% of the proposed DMA or supply zone. As an outcome, the detail of DMA-wise NRW losses (physical and commercial) in quantum and percent shall be submitted.
- Prepare a detailed 3 to 5-year NRW reduction strategy (yearly activity plan) based on the reduction of losses proposed and cost associated (i.e. no cost, low cost, medium cost, and high-cost interventions). Provide support for seamless convergence with “AMRUT 2.0” for implementation of the strategy by facilitating its inclusion in the City Level Water Action Plan (CWAP) AMRUT 2.0.
- Assess the area-wise water losses (in each DMA or supply zone), identify the reasons for water losses, and suggest specific solutions for each area. The Consultant will also prepare detailed physical and commercial loss reduction forecasts for the detailed plan. The study should also include the following;
 - Physical Losses: Leakage , Storage Reservoir Overflows, Transmission and Distribution System Losses.
 - Commercial Losses: Unauthorized Consumption (Illegal Connections), Metering Inaccuracies,
 - Systematic Losses-Inadequate Infrastructure and Network Design, Inadequate Pressure Management, Inefficient Operation and Maintenance Practices
- The consultant will broadly undertake the following key activities:
 - Data collection on existing infrastructure assets and cost recovery.
 - Evaluation of current production, transmission, and distribution service performance.
 - Evaluation and critical assessment of physical, commercial and systematic losses
 - Detailed NRW water audit analysis
 - Sample surveys in consultation with the KWA for determining the customer consumption volumes.
 - Prepare the current water balance as per International Water Association (IWA) methodology.
 - Establish current annual levels of NRW with the breakup of commercial and physical losses and evaluate the economic loss to the utility.
 - Develop a strategy for progressive reduction of NRW with a detailed action plan and costs involved.
 - Evaluate options for implementation of NRW reduction strategy.
 - Provide a roadmap for the rationalization of user charges.
 - Provide a roadmap for improvement in the current system to achieve the objectives of the assignment.
 - Prepare implementation contract documents on performance-based NRW reduction framework.

4.3 Activity 3 – Preparation of digital base maps for the existing, proposed, and executed sewer networks in the entire area of Thiruvananthapuram ULB.

(Available details with KWA are uploaded in KWA web site. The accuracy and authenticity shall be verified and got certified by PDMC. The survey details collected for NRW/ 24X7 schemes may be used for this purpose.)

A. Collection of Existing Data/ Secondary information on sewerage systems;

- Collection of available drawings, and maps of existing sewer networks/structures from the government departments.
- Collection of demographic data and ward map/ boundary of the towns.
- Existing infrastructure details.
- Operation and maintenance of existing sewerage schemes.
- Financial arrangements for the existing sewerage schemes.
- Governance and management.
- Metering, tariffs, billing, collection level, etc. (if applicable).

B. Collection of Primary Data through Primary/direct Engineering Survey and Investigations;

- Carry out a survey for the existing/proposed utility services like collection Well, Pump House, lifting stations, STPs, etc, with levels at 5 m X 5 m grid and generation of contours at 0.5 m intervals. All levels shall be with respect to locally available permanent bench-mark. Establishing temporary benchmarks within the area/plot by using Total Station survey instruments with accuracy as per the Survey of India standards.
- Establish Benchmark stations at different locations in the project area in consultation with an engineer in charge including the construction of benchmark pillars of RCC M20 (250X250X1000mm) embedded in cement concrete M15. The benchmarks stations shall be established by Total Station Survey/ Fly level survey with reference to GTS benchmarks available near to or within the project area or provided by the client.
- Establish Temporary Benchmarks within the project area w.r.t the known GTS benchmark or a benchmark transferred from the GTS benchmark. UTM coordinate system shall be used for establishing the TBM /BM by DGPS survey.
- Trial Pits - The representative trial pits to be carried out for the identification of Strata of the soil and its characteristics to identify the challenges and laying of the pipeline network.

C. Preparation of Digital Base Maps of Cities

- Digitisation of Topographical features: Digitisation of all collected topographical data both secondary and primary data on the GIS platform using standard GIS coordinate system (UTM; Datum -WGS84)
- Preparation of Existing Infrastructure Utilities Layers: Preparation of geospatial data layers for Existing Sewer networks representing:
 - Existing sewer network, pump houses, collection wells, STPs/ FSTPs etc.;
 - Location of pipeline running underground along the road showing the exact location from the side of road/right or left/center and main line, sub-main, branch line, etc.
 - Type of pipe material used for distribution system (DI, HDPE PE, PVC, RCC, CI, etc.);
 - Location and type of feeding mains, Air valve, etc.
 - Exposed pipeline, the crossing of pipes on nallahs, stream, road crossings, etc.
 - Existing Sewer Zones.
 - Location of STP and its capacity, location of trunk and Sewer line, branch line along the road, junction, Manhole, inspection chamber, road crossing, etc

D. Analysis and Processing of collected data

- Review of the existing sewer network.
- Requirement of additional STPs/ FSTPs.
- Review of the current model of management, governance, operation, and maintenance of the existing sewer system.
- To carry out necessary detailed survey & investigation, identify gaps in data and information, and interact with District Administration, KWA/ ULB representatives, and local people wherever necessary.

4.4 **Activity 4 -Development of Urban/City Aquifer Management Plan for 6 AMRUT cities (Kollam, Alappuzha, Thrissur, Guruvayur, Palakkad, Kannur). as per the guidelines of AMRUT 2.0**

Urban Aquifer management study should bring forth groundwater management for Drinking and domestic purposes followed by a critical role in supporting industries, agriculture, and other ecosystems as part of the water balance assessment. Careful monitoring of groundwater depth to water levels in dug wells and bore wells and water quality assessment for at least the past 10 years should be brought in to understand the decadal variation in water quality and quantity. Further to which strategies for conserving and recharging groundwater resources to be clearly notified as per the location-specific

conditions to promote water conservation practices to reduce demand on groundwater resources. Developing and implementing rainwater harvesting and recharge programs that capture and store excess water to recharge the aquifers to be detailed. Detailed assessment of water quality aspects should be assessed as per **IS 10500** drinking water standards and notifying methodologies to protect sources from pollution and contamination for enhanced groundwater quality to be elaborated. Effective urban aquifer management requires a collaborative approach involving government agencies, water utilities, industry, and the community wherein the various roles and responsibilities of different stakeholders are to be mapped and notified with appropriate monitoring and evaluation system to ensure that management strategies for an effective and adaptable system are in place.

1. Effective urban aquifer management requires a collaborative approach involving government agencies, water utilities, industry, and the community wherein the various roles and responsibilities of different stakeholders to be mapped and notified with appropriate monitoring and evaluation system to ensure that management strategies for effective and adaptable systems are in place. Preparation of rainwater harvesting and artificial recharge plans as per the location-specific geology and aquifer properties.
2. Detailed water security/ source strengthening plan and water balance studies and mentioning the stages/categorization of groundwater utilization zones as “Over-exploited”, “critical”, “semi-critical” or safe zone categorization.
3. Urban aquifer management study should bring forth groundwater management for Drinking and domestic purposes followed by a critical role in supporting industries, agriculture, and other ecosystems as part of the water balance assessment.
4. Careful monitoring of groundwater depth to water levels in dug wells and bore wells and water quality assessment for at least the past 10 years should be brought in to understand the decadal variation in water quality and quantity
5. Strategies for conserving and recharging groundwater resources to be clearly notified as per the location-specific conditions to promote water conservation practices to reduce demand on groundwater resources.
6. Detailed assessment of water quality aspects should be assessed as per IS10500 drinking water standards and notifying methodologies to protect sources from pollution and contamination for enhanced groundwater quality to be elaborated.
7. Detailed assessment towards adaptation and mitigation measures towards climate change and aquifer management system,
8. Study towards type of storm water harvesting and other artificial aquifer recharging measures,
9. Study towards types of green infrastructures etc.

4.5 Activity 5 -Community Engagement & Information, Education and Communication (IEC) for 9 AMRUT 1.0 Cities

1. Augment IEC action plan with the involvement of different stakeholders as and when needed in consultation with SMMU.

2. Provide developmental inputs and review IEC materials prepared by advertising / PR agencies and other relevant departments identified by SMMU.
3. Conduct and monitor the IEC/BCC campaign through different communication channels such as mass media, social media campaigns, and targeted marketing through collaterals, community engagements, and exhibitions/Melas.
4. Create awareness about practices for water conservation like rainwater harvesting, clean water bodies, groundwater recharge, Liquid waste Management, and usage of treated used water.
5. Behavioral changes through IEC and BCC tools for optimum usage and minimizing wastage of water and the importance of Liquid Waste Management.
6. IEC will envisage converting the campaign into a movement-Jan Aandolan by engaging ward committees, resident welfare associations, senior citizens, NGOs and civil society groups, students and youth, celebrities, brand ambassadors, and SHG groups.
7. Ensuring the involvement of women SHGs in water demand management, water quality testing, and water infrastructure operations.
8. Develop citizen engagement campaigns through various means including mass media and Inter-Personnel Communication (IPC) methods.
9. Engage women and youth groups in IPC-based campaigns to generate public support and participation for the implementation of projects with the support of ULB.
10. Coordination with the concerned teams at the ULB, district, and state levels to ensure regular updates of activities from the field.
11. Assistance in optimum women's participation in all the activities through gender-focused IEC materials.
12. Any other coordination work related to IEC as directed by SMMU.

4.6 Activity 6- Micro water supply projects / Water supply projects taken up by ULBs-PDMC shall provide technical advice including preparation of DPR for 9 ULBs in developing the Micro water supply projects & Rejuvenation of water bodies, as and when required by the ULB by taking the community perception at large and common consensus among the different stakeholders.

A micro water supply project typically refers to a small-scale water supply system designed to provide safe and reliable water to a community or a group of households. These projects are often implemented in rural or remote areas where there is limited access to clean water sources. The key components of a micro water supply project typically include a water source, a treatment system to remove contaminants, a storage tank to store water, a distribution network to deliver water to households or other users, and a management and maintenance system to ensure the sustainability of the project.

1. PDMC shall assist the ULBs in developing the Micro water supply projects/ Water supply projects/Rejuvenation of water bodies taken up by ULBs as and when required.

2. Hand-holding ULB / any implementing agency in preparing, tendering, awarding, supervising, sorting out technical issues, monitoring, and bill payments as and when required.
3. The selection of appropriate technologies and approaches for a micro water supply project should depend on the local conditions, such as the availability of water sources, the quality of the water, and the socio-economic context of the community. It is important to involve the community in all stages of the project, from planning to implementation and operation, to ensure that the project meets their needs and is sustainable in the long run in common consensus with all the stakeholders involved.
4. Overall, micro water supply projects should play a crucial role in improving the health and well-being of the communities by providing them with access to safe, reliable, and potable water, which should also help to reduce the burden of waterborne diseases and also promote Socio-Economic development of the benefitting community at large
5. The overall study report should detail on the water source, water treatment measures to be adopted, transmission and distribution network needs to be detailed, water storage facilities should be detailed, elaborative water quality assessment and report from NABL accredited labs for IS 10500 parameters. water metering and infrastructure maintenance detailing, various location specific water conservation measures as per the prevailing soil and subsurface geology condition, detailing of Emergency preparedness/contingency plan should be detailed and all the regulatory and compliance considerations should be adhered to.

4.7 Activity 7- Preparation of Detailed Project Reports including tender documents for Sewerage/ Septage projects (for 9 AMRUT cities), Action plan for the 100% coverage of sewerage and septage facilities of the Cities and monitor the implementation of the Projects as and when required by the ULBs.

1. Detailed consultations shall be conducted with various stakeholders like Government departments like ULB, KWA, etc with specific deliberations on project proposals, to receive opinions and identification of land.
2. The Consultant shall obtain a No Objection Certificate from Land belonging to ULB before finalizing the feasibility report.
3. Carry out an inspection of the service area to understand problems in Collection and conveyance and identify required operational measures or investment proposals. Identifying critical bottlenecks and problems of the existing system.
4. Prepare detailed designs on the basis of Guidelines for Planning, Design, and Implementation of Sewerage/ Septage projects including Recycle/ Reuse of treated water in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno-economic aspects for the best possible solution after consideration of various

available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stakeholders and will be incorporated into a detailed project report to be submitted for the approval of the Client

5. Assessment of utility shifting requirement and costs estimations;
6. Preparation of Environmental and Social, Assessment Report to prepare necessary impact assessment Environmental Mitigation Plans and Resettlement Action Plans.
7. Wherever permission from a State or Central government organization is required in the implementation of the project, it would have endeavored to obtain the same while finalizing the DPR. However, in case the same is not possible while finalizing DPR, a proper proposal should be initiated from the ULB for sanction.
8. Clearances/ Permission from other Ministries namely Ministry of Environment and Forest, SPBC/CPCB, NHAI, and Railways, if required, shall be obtained and enclosed with the DPR.
9. Assess each site's environmental aspects for the detailed design of the project component. Accordingly, prepare initial environmental impact examinations (IEE) as may be required;
10. To prepare a detailed report & Action plan for the 100% coverage of sewerage and septage facilities of the Cities.
11. The Detailed Project Reports should be prepared to adhere to the requirements of AMRUT 2.0 and CPHEEO guidelines.
12. Prepare Detailed Project Report including technical specifications, Contract drawings, tender documents, bills of quantities, 5-year Operation & Maintenance, and above aspects;
13. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements/bid document;
14. Prepare consolidated bid documents, technical specifications, approved contract drawings, final bills of quantities, EMP, and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines.
15. Assist Municipal Corporation / Municipality in all aspects of procurement including issuing bid invitations, addendum/corrigendum, and clarifications to the bidders' queries, bid evaluation, selection of contractors, award of contract, and signing of the contract;
16. Prepare contract documentation to include Letters of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. in close coordination with the Corporation / Municipality.
17. Prepare the construction supervision manual and maintenance manual.
18. Establish a Quality assurance system including verification of the source of material and certification.
19. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings.

20. Hand-holding ULB / any implementing agency in preparing DPR, tendering, awarding, supervising, sorting out technical issues, and monitoring as and when required.
21. The Team Leader and Design Engineer (Wastewater) need to supervise the work intermittently at least once in 2 months.

4.8 Activity 8- Progress Monitoring of 93 Urban Local Bodies

The Consultant will broadly undertake the following key activities:

1. Assist SMMU with updating the inputs in the State and MoHUA portal (Projects and reforms).
2. Weekly data collection, analysis and timely reporting as per the direction from SMMU.
3. Provide support in IT-related/e-governance sector initiatives.
4. Monitor projects/programmes using project monitoring tools, IT techniques/cyber tools.
5. Support IT-related smart solutions in urban areas.
6. Preparing and monitoring the progress reports and obtaining the information from the ULBs/KWA/CMMUs for 93 Urban Local Bodies.
7. Monthly performance and management reports using PMIS/Project Management IT tools for each contract during the entire programme period.

5. Reporting Structure

1. PDMC will report to the Mission Director, SMMU AMRUT Kerala, or any officer nominated by the Mission Director, for this assignment and will work closely with the officers from KWA, CMMU, SMMU, ULB, and other stakeholders responsible for the implementation of AMRUT 2.0 objectives.
2. The consultants shall verify the correctness of the data/information provided by the client and satisfy themselves with the accuracy of data/information /material before these are used. Data/information/material provided to the consultants shall remain the property of the originating agency and shall be provided solely for the purpose of the work conducted under this contract. All such borrowed material shall be returned to the client/concerned agency/originating agency upon completion of the assignment. Apart from data/information provided by the client and that which the consultants could procure from other agencies, the consultants shall be responsible to collect any other data/information required for the assignment, through field surveys and investigations.
3. All the DPRs and Reports shall be duly approved by the city level committee/ respective officer of Kerala Water Authority/ ULB/other stakeholders, not below the rank of an Executive Engineer.

4. The local office space for the entire team of experts, the vehicle for transportation, lodging, boarding, other overheads, communication costs, and any other allowances required for this consulting service shall be included in the Financial quote. The quote will be final and no additional payment request will be entertained.

6. Payment Schedule, Reporting Requirement & Time Schedule of Deliverables

6.1 Deliverables

6.1.1 Activity 1:24x7 water supply

The Detailed Project Report (DPR) should contain:

- Digital Base Map of identified 28 DMAs/ Wards in all the 10 Urban Local Bodies presenting all existing features as covered in the scope of work in geospatial layers in the scale of 1: 4000 or as specified by the government department.
- Complete digital hydraulic design model of 24x7 water supply network for the identified wards/DMAs of 10 ULBs along with its cluster/ zoning.
- Preparation of BOQ and tender documents for inviting tender for each DMA/ Ward in the Cities
- It should also include detailed drawings, cost estimation, and specifications and be sufficient enough to float the Tenders for Intake structures, water transfer mains, treatment plant (if applicable) and distribution network system, detailed specification, and scope of work for installation of smart metering (Ultrasonic), Bulk meter, flow meter with other accessories of NRV, PRV, Air valve and Scour valve, Reflux valve, and SCADA system for all operational pumps and reservoirs.
- All necessary provisions required for operation and maintenance.
- An O&M financial model should also be a part of the DPR.
- sets of hard copies and soft copies duly completed in all respect comprising all the requirements of the department, all drawings in Auto-CAD format shall have to be submitted to the KWA/ULB by the agency.
- The Consultant or his representatives shall have to help the Department in Implementing the project on the ground and carry monitoring during the execution of the works in quality and specification of the various components as per the Project report and should visit the site as and when required. The Consultant should hold on-site consultations with the KWA as and when required by the Department during the period of execution of the project.

The total duration for completion of the scope is envisaged as 8 months for DPR preparation and for selection of implementing agency as 3 months with the breakup as follows:

Report	Timeline	Documents	Deliverables and Contents
Inception Report	End of 15 days from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	The Consultant shall prepare an inception report describing how to implement Approach and Methodology, work schedule and manpower proposed in the proposal in align with the ground reality.
Reports for 5 ULBs			
1 st Interim Report	End of 2nd Month from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	Data Collection, Field Engineering Surveys, Engineering Surveys, Investigations, and digital base Map preparations in Identified wards/DMA's.
2nd Interim Report	End of 3rd Month from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	Hydraulic design of the 24x7 Water Supply System.
Draft final Report	End of 4th Month from the start date as per contract	Hard copies, and soft copies comprising all the requirements of the department, all drawings in Auto-CAD format.	Draft DPR with Drawings, Estimates, Specifications, BOQs, and tender documents.
Final Report	End of 5th Month from the start date as per contract	5 sets of hard copies and soft copies duly completed in all respect comprising all the requirements of the department, all drawings in Auto-CAD format	Final submission of the DPR after vetting and duly approved by the respective KWA official and ULB

Report	Timeline	Documents	Deliverables and Contents
Reports for remaining 5 ULBs			
1 st Interim Report	End of 3rd Month from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	Data Collection, Field Engineering Surveys, Engineering Surveys, Investigations, and digital base Map preparations in Identified wards/DMA's.
2nd Interim Report	End of 4th Month from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	Hydraulic design of the 24x7 Water Supply System.
Draft final Report	End of 6th Month from the start date as per contract	Hard copies, and soft copies comprising all the requirements of the department, all drawings in Auto-CAD format.	Draft DPR with Drawings, Estimates, Specifications, BOQs, and tender documents.
Final Report	End of the 8th Month from the start date as per contract	5 sets of hard copies and soft copies duly completed in all respect comprising all the requirements of the department, all drawings in Auto-CAD format	Final submission of the DPR after vetting and duly approved by the respective KWA official and ULB.
	3 months from the approval of the Final Report		Support in bidding, evaluation of bids, and appointment of Contractor.

6.1.2 Activity 2: Action Plan for Reduction of Non-Revenue Water

The total duration for completion of the scope is envisaged as 8 months.

Report	Timeline	Documents	Deliverables and Contents
Inception Report	End of 15 days from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	The Consultant shall prepare an inception report describing how to implement the Approach and Methodology, work schedule and manpower proposed in the proposal in align with the ground reality.
Reports for a minimum of 5 Urban Local Bodies			
1 st Interim Report	End of 1st Month from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	The consultant shall complete the collection and analysis of existing data, assess AS-Is Situation, , sample survey conducted detail, detail of current water balance, develop a strategy for structural control and reduction of NRW in a phased manner. Prepare a detailed 3 to 5-year NRW reduction strategy based on the proposed reduction losses.
2 nd Interim Report	End of 2nd Month from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	Detail of area-wise water loss (in each DMA or supply zone), detail of identified reasons for water losses, details of physical and commercial losses. Physical and commercial reduction forecast. Energy audit survey and report. Develop a strategy for progressive reduction of NRW Details of options for implementations of NRW strategy along with outcomes. Road map for rationalization of user charges, details of improvement required to achieve the objectives, preparation of details for funding options for implementation

Report	Timeline	Documents	Deliverables and Contents
Draft Final report	End of 3 Months from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	<p>This report shall include all necessary technical information in comprehensive and coherent appendices. It shall include a summary of methodologies used, assumptions made, input data and final results of such studies. Further, the report will summarize the results of an IWA standard water balance, based on the usual data collection and verification (top-down approach) combined with a bottom-up leakage assessment. Error margins for each of the water balance components shall be stated.</p> <p>The strategy for the reduction of NRW shall include a description of the NRW assessment activities & their results, water balance and performance indicators, and institutional and human resource capacity issues. Non-Revenue Water Management, analysis of alternatives and options for physical and commercial loss reduction; a phased NRW reduction activity plan including physical and commercial loss reduction forecasts; Description of activities to be undertaken and equipment requirements.</p> <p>The Consultant shall submit TOR/ DPR / Bid document & cost estimates for initiatives proposed for outsourcing as a definite output of this assignment. Roadmap for improvement in the current system. Funding options proposed and finalized for implementation. Preparation of draft contract documents on performance-based NRW reduction framework.</p>

Report	Timeline	Documents	Deliverables and Contents
Final Report	End of the 4 Months from the start date as per contract	5 sets of hard copies and soft copies duly completed in all respect comprising all the requirements of the department, all drawings in Auto-CAD format	The Final Report is an umbrella report with comprehensive summaries of previously submitted reports and appendices as per the scope of the work. Obtained funding options for the implementation of the project. Final implementation Contract documents on performance-based NRW reduction framework.
Reports for remaining 5 Urban Local Bodies			
1 st Interim Report	End of 3 1/2 Months from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	The consultant shall complete the collection and analysis of existing data, assess AS-Is Situation, , sample survey conducted detail, detail of current water balance, develop a strategy for structural control and reduction of NRW in a phased manner. Prepare a detailed 3 to 5-year NRW reduction strategy based on the proposed reduction losses.
2 nd Interim Report	End of 5 Months from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	Detail of area-wise water loss (in each DMA or supply zone), detail of identified reasons for water losses, details of physical and commercial losses. Physical and commercial reduction forecast. Energy audit survey and report. Develop a strategy for progressive reduction of NRW Details of options for implementations of NRW strategy along with outcomes. Road map for rationalization of user charges, details of improvement required to achieve the objectives, preparation of details for funding options for implementation

Report	Timeline	Documents	Deliverables and Contents
Draft Final report	End of 6 Months from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	<p>This report shall include all necessary technical information in comprehensive and coherent appendices. It shall include a summary of methodologies used, assumptions made, input data and final results of such studies. Further, the report will summarize the results of an IWA standard water balance, based on the usual data collection and verification (top-down approach) combined with a bottom-up leakage assessment. Error margins for each of the water balance components shall be stated.</p> <p>The strategy for the reduction of NRW shall include a description of the NRW assessment activities & their results, water balance and performance indicators, and institutional and human resource capacity issues. Non-Revenue Water Management, analysis of alternatives and options for physical and commercial loss reduction; a phased NRW reduction activity plan including physical and commercial loss reduction forecasts; Description of activities to be undertaken and equipment requirements.</p> <p>The Consultant shall submit TOR/ DPR / Bid document & cost estimates for initiatives proposed for outsourcing as a definite output of this assignment. Roadmap for improvement in the current system. Funding options proposed and finalized for implementation. Preparation of draft contract documents on performance-based NRW reduction framework.</p>

Report	Timeline	Documents	Deliverables and Contents
Final Report	End of the 8 Months from the start date as per contract	5 sets of hard copies and soft copies duly completed in all respect comprising all the requirements of the department, all drawings in Auto-CAD format	The Final Report is an umbrella report with comprehensive summaries of previously submitted reports and appendices as per the scope of the work. Obtained funding options for the implementation of the project. Final implementation Contract documents on performance-based NRW reduction framework.

6.1.3 Activity 3: Preparation of digital base maps for the existing, proposed, and executed sewer networks in the entire area of Thiruvananthapuram Corporation

The total duration for completion of the scope is envisaged as 4 months

Report	Timeline	Documents	Deliverables and Contents
Inception Report	End of 15 days from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	The Consultant shall prepare an inception report describing how to implement Approach and Methodology, work schedule and manpower proposed in the proposal in align with the ground reality.
1 st Interim Report	End of 2nd Month from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	Data Collection, Field Engineering Surveys, and Base Map preparations

Report	Timeline	Documents	Deliverables and Contents
Final Report	End of 4 th Month from the start date as per contract	5 sets of hard copies and soft copies duly completed in all respect comprising all the requirements of the department, all drawings in Auto-CAD format	Digital Base Map presenting all existing features as covered in the scope of work in geospatial layers in the scale of 1: 4000 or as specified by the government department including a detailed report & Action plan, after vetting and duly approved by the respective KWA official and ULB official.

6.1.4 Activity 4: Urban/City Aquifer Management Plan.

The total duration for completion of the scope is envisaged as 6 months.

Deliverables

1. Submission of ULB/City wise Aquifer Management Plan covering water security/source strengthening measures, and water balance studies and mentioning of stages/categorization of groundwater utilization zones as Over- exploited, critical, semi-critical, or safe zone.
2. adaptation and mitigation measures towards climate change and aquifer management,
3. study towards type of stormwater harvesting and other artificial aquifer recharging measures, types of green infrastructures etc
4. details towards aquifer recharge and discharge zones to be notified.

Report	Documents	Timeline	Deliverables and Contents
Inception Report	Hard copies, and Electronic version (pdf and editable)	End of 15 days	The Consultant shall prepare an inception report describing the implementation process, Approach and Methodology, work schedule and manpower proposed in the proposal in alignment with the ground reality.
1 st Interim Report	Hard copies, and	End of 1.5 month	The consultant shall complete the collection of data and appropriate

Report	Documents	Timeline	Deliverables and Contents
	Electronic version (pdf and editable)		<p>analysis of the same in detail the depth to water levels of dug and bore wells, the Water utility for multifarious usages, Water quality assessment,</p> <p>Strategies, and modalities for conserving and recharging groundwater resources to be clearly notified as per the location-specific conditions and appropriate designs to promote water conservation practices to reduce demand on groundwater resources.</p> <p>adaptation and mitigation measures towards climate change and aquifer management,</p> <p>study towards type of stormwater harvesting and other artificial aquifer recharging measures,</p> <p>types of green infrastructures etc</p> <p>details towards aquifer recharge and discharge zones to be notified,</p>
2 nd Interim Report	Hard copies, and Electronic version (pdf and editable)	End of 3.5 months	Detailed water security plans source strengthening measures and water balance studies and mentioning the stages/categorization of groundwater utilization zones as “Over-exploited”, “critical”, “semi-critical” or safe zone categorization should be clearly notified.
Draft Final Report	Hard copies, and Electronic	End of 5 months	Should bring in the overall aquifer characterization, aquifer vulnerability assessment, complete water balance of the study area, Aquifer recharge

Report	Documents	Timeline	Deliverables and Contents
	version (pdf and editable)		plans, Aquifer monitoring and evaluation plan, aquifer/groundwater characterization, and various aspects of community engagement plans.
Final Report	As above	End of 6 Months.	<p>final output should include the following deliverables:</p> <p>Aquifer characterization report: The report should provide a comprehensive overview of the hydrogeological characteristics of the urban aquifer, including the geological, hydrological, and water quality aspects.</p> <p>Aquifer vulnerability assessment report : The assessment report should identify and map the areas of the urban aquifer that are most vulnerable to contamination and depletion as per the area of study.</p> <p>Aquifer recharge plan: This plan should outline the strategies and measures for enhancing the recharge of the urban aquifer, such as rainwater harvesting, artificial recharge, and stormwater management.</p> <p>Aquifer monitoring and evaluation program: This program should establish a framework for monitoring and evaluating the effectiveness of the aquifer management strategies and assessing the overall health of the aquifer.</p> <p>Aquifer/ Groundwater categorization: This report should</p>

Report	Documents	Timeline	Deliverables and Contents
			<p>clearly indicate the groundwater categorization of the area of study</p> <p>Community engagement and awareness plan: This plan should aim to engage and educate the local community and stakeholders about the importance of urban aquifer management, and encourage their participation in the project.</p> <p>Policy and regulatory recommendations: Based on the findings and outcomes of the project, policy and regulatory recommendations should be developed to support sustainable urban aquifer management practices.</p> <p>All relevant study needs to be presented in Maps, tabulations, Histograms, fence diagrams detailing phreatic and deeper aquifers, formation stratigraphy sections, pre and post monsoon depth to water levels fluctuations, and decadal variation graphs etc...</p>

6.1.5 Activity 5- Community Engagement & Information, Education and Communication (IEC)

The total duration for completion of the scope is envisaged as 18 months.

Deliverables

1. Prepare and Submit the Annual IEC Action Plan for the AMRUT 1.0 cities.
2. Execute Awareness and information campaigns, community mobilization campaigns, organize AMRUT thematic drives, etc. in all the AMRUT 1.0 cities atleast once in every 6 months and as and when required.

3. Preparation of IEC materials in consultation with SMMU and ULB including Behavior Change Communication on the conservation of water and enhancing water use efficiency among the masses and the importance of Liquid Waste Management, as well as Inter-Personnel Communication (IPC)-based campaign strategy.
4. Establish an effective grievance redressal and citizen feedback system regarding liquid waste management.
5. Create awareness of citizens on the conservation of water and enhancing water use efficiency among the masses and the importance of Liquid Waste Management and reuse of used water under AMRUT 2.0.
6. Implementation of IEC activities as per the requirement and direction of the Mission Director.
7. Submission of monthly and quarterly reports on IEC/BCC/community mobilization campaigns conducted including IPC-based campaigns for each AMRUT 1.0 city. The report shall also highlight the engagement of women and youth groups in the IPC-based campaigns.
8. Social Media Management –Regularly posting on the social media channels of the department (Facebook, Twitter, YouTube) basis on the Behaviour Change Campaign/Program Specific Campaign, other department events, and news.
9. Undertake awareness activities in Residential associations, Commercial Areas, Malls, Government Institutions, Slums, Schools and Colleges, Hospitals, Hotels and Industries on liquid waste management and in Industries on re use of used water.

6.1.6 Activity 6- Micro water supply projects/Water supply projects/ Rejuvenation of water bodies;

The total duration for completion of the scope is envisaged as 5 months.

Deliverables

1. Submission of draft DPRs including Tender Documents for Micro Water Supply Projects for nine ULBs
2. Submission of final DPRs including Tender Documents incorporating comments from ULBs/SMMU/KWA
3. Monitoring and Supervision of the implementation of Micro Water Supply Projects.

Report	Timeline	Documents	Deliverables and Contents
Inception Report	End of 15 days from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	The Consultant shall prepare an inception report describing the implementation process, Approach and Methodology, work schedule and manpower proposed in the proposal in alignment with the ground reality as and where there is a micro water supply project planning and implementation notification by the ULB .

Report	Timeline	Documents	Deliverables and Contents
1 st Interim Report	End of 1 st Month from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	<p>Based on the ULB notification for a good micro water supply project. The study should include identification of a good perennial source of water. (if the borewell is the proposed source, it should be yield tested by continuous discharge test to ensure the water availability through all seasons.</p> <p>complete water quality assessment as per IS 10500 criteria.</p> <p>detailing a good treatment system to remove contaminants if any, and a storage tank to store water.</p> <p>a distribution network to deliver water to households or other users, etc</p> <p>detailing the proposed source-strengthening measures.</p> <p>detailing the management and maintenance system with beneficial community members as water user groups and ULB and other line departments as part of stakeholders to ensure the future sustainability of the project.</p>
2 nd Interim Report	End of 3 rd Month from the start date as per contract	Hard copies and Electronic version (pdf and editable)	A furthermore detailing of the above-mentioned attributes with onsite studies if necessary or providing the hand-holding support to ULB/ other partners in the proper implementation of the Micro water supply system.

Report	Timeline	Documents	Deliverables and Contents
Draft Final report	End of 4.5 Months from the start date as per contract	Hard copies, and Electronic versions (pdf and editable)	if the responsibility is assigned for the consultant to do a detailed assessment and plan right from site selection, source assessment, transmission, and distribution to consumers, water quality assessments as per IS 10500 standards, detailed operation and management system, various stage holder roles and responsibilities will all detailed design details, etc should be a part of the draft final report,
Final Report	End of 5 th Month from start date as per contract	As above	The final report should indicate an Overall impact of the micro water supply projects ensuring safe and potable drinking water facilities and improving upon the health and well-being of the communities. A clear indication of How the micro water supply projects have helped to reduce the burden of waterborne diseases and also in the promotion of Socio-Economic development of the benefitting community at large should be clearly elaborated in the detailed final report apart from all the scientific/technical and design details.

6.1.7 Activity 7- Preparation of Detailed Project Reports including tender documents for Sewerage/ Septage projects (for 9 AMRUT cities) and monitor the implementation of the Projects as and when required by the ULBs.

The total duration for completion of the scope is envisaged as 5 months.

Deliverables

1. Submission of draft DPRs including Tender Documents for Sewerage/ Septage Projects for Nine AMRUT cities
2. Submission of final DPRs including Tender Documents incorporating comments from ULBs/SMMU/KWA
3. Monitoring and Supervision of the implementation of Sewerage/ Septage Projects.

Report	Timeline	Documents	Deliverables and Contents
Inception Report	End of 15 days from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	The Consultant shall prepare an inception report describing how to implement the Approach and Methodology, work schedule and manpower proposed in the proposal in align with the ground reality.
1 st Interim Report	End of 2nd Month from the start date as per contract	Hard copies, and Electronic version (pdf and editable)	Feasibility Report
Draft final Report	04months from the start date as per contract	Hard copies, and soft copies comprising all the requirements of the department, all drawings in Auto-CAD format.	Draft DPR with Drawings, Estimates, Specifications, BOQs, and tender documents.

Report	Timeline	Documents	Deliverables and Contents
Final Report	05 months from the start date as per contract	5 sets of hard copies and soft copies duly completed in all respect comprising all the requirements of the department, all drawings in Auto-CAD format	Vetting and final submission of the DPR approved by the respective KWA official and ULB.

6.1.8 Activity 8- Progress Monitoring of 93 Urban Local Bodies

1. Regular update of the inputs for the State and MoHUA portal (Projects and Reforms)
2. Regular monitoring of projects/programmes using project monitoring tools and IT techniques
3. Preparing and monitoring the progress reports and obtaining the information from the ULB/KWA/CMMUs for 93 Urban Local Bodies weekly.
4. Monthly performance and management reports using project management software tools for each contract during the entire programme period.
5. Submit the Monthly Progress Reports (MPRs) by the tenth of each month except the month following the Inception Report, Quarterly, and Yearly Progress Reports through hard as well as soft copies, capturing the progress across all the parameters as advised by SMMU.
6. The Consultant shall submit other reports as required by State/ULBs. All reports will be submitted to State/ULBs in the agreed timeframe.

Consultant shall carry out the assignment under the overall supervision and control of the office of SMMU, AMRUT Kerala. The consultant will update the Task register every month along with progress achieved against each task in the previous month. Invoice will be due as per indicated timelines, along with submission of Report compiling all relevant deliverables and timesheet of team members deployed for that period.

6.2 Payment Schedule

1. Payment will be in accordance with the schedule specified below.
2. The mode/stage of payment to the agency in whose favor the contract has been allotted shall be as under. However, an approximate value of the Contract shall be

fixed to facilitate the payment to the agency Initially. The consultant shall submit the bills as per the payment schedule.

3. The bills shall be duly signed by the officer of Kerala Water Authority not below the rank of an Executive Engineer for works related to KWA/ Executive Engineer concerned, for works related to ULB, and the respective Municipal Secretary.
4. The final payment shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The client shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Consultant.
5. Excess of job assignment up to 25% is liable to be done by the Consultant at pro-rata basis.

6.2.1 Activity 1--Drink from Tap-24X7 WS projects in 28 Wards/ DMAs

Payment Schedule for Activity 1

Deliverable	% of Consultant Fee	% of Cumulative Consultant Fee
1.1	40% upon final submission of the DPR including tender documents for 14 Wards/ DMA after vetting and duly approved by the respective KWA official and ULB and accord of administrative approval and technical sanction from the competent authority.	40%
1.2	40% upon final submission of the DPR including tender documents for the remaining 14 Wards/ DMAs after vetting and duly approved by the respective KWA official and ULB and accord of administrative approval and technical sanction from the competent authority.	80%
1.3	10% upon completion of necessary Implementation Support to the satisfaction of the Client.	90%
1.4	10% upon the final report and a final statement, approved as satisfactory by the Client.	100%

6.2.2 Activity 2- Assessment of NRW in 10 ULBs

Payment Schedule for Activity 2

Deliverable	% of Consultant Fee	% of Cumulative Consultant Fee
2.1	30 % upon submission of the implementation plan and	30%

	contract documents on performance-based NRW reduction framework for 2 Corporations & 2 Municipalities after vetting and duly approved by the respective KWA official and ULB.	
2.2	30 % upon submission of the implementation plan and contract documents on performance-based NRW reduction framework for 2 Corporations & 2 Municipalities after vetting and duly approved by the respective KWA official and ULB.	60%
2.3	15% upon submission of the implementation plan and contract documents on performance-based NRW reduction framework for 1 Corporation & 1 Municipality after vetting and duly approved by the respective KWA official and ULB.	75%
2.4	15% upon completion of necessary Implementation Support.	90%
2.5	10% upon the final report and a final statement, approved as satisfactory by the Client.	100%

6.2.3 Activity 3- - Digitized map for Sewer network in Thiruvananthapuram Corporation.

Payment Schedule for Activity 3

Deliverable	% of Consultant Fee	% of Cumulative Consultant Fee
3.1	40 % upon submission of draft base maps for the existing, proposed, and executed sewer networks in the entire area	40%
3.2	40 % upon submission of the final digital base map including a detailed report and action plan after vetting and duly approved by the respective KWA official and ULB.	40%
3.3	10% upon completion of necessary Implementation Support to the satisfaction of the Client.	90%
3.4	10% upon the final report and a final statement, approved as satisfactory by the Client.	100%

6.2.4 Activity 4- Aquifer Management Plan for 6 ULBs

Payment Schedule for Activity 4

Deliverable	% of Consultant Fee	% of Cumulative Consultant Fee
4.1	36% upon submission of ULB/City wise draft Aquifer Management Plan (6% each for each ULB)	36%
4.2	54% upon submission of ULB/City wise final Aquifer Management Plan (9% each for each ULB)	90%
4.3	10% upon approval of the ULB/City wise Aquifer Management Plan by SMMU/Ground Water Dept./ Central Groundwater Board.	100%

6.2.5 Activity 5- IEC Activities

Payment Schedule for Activity 5

Deliverable	% of Consultant Fee	% of Cumulative Consultant Fee
5.1	30% payments will be made after the campaign in all the AMRUT 1.0 cities in the first 6 months upon submission of an invoice backed by Monthly Progress and Activity Report outlining the activities undertaken and areas covered with documentary proof like photographs, press cuttings, etc. A forwarding letter/certification of the ULB official, that the activities have been performed in the concerned ULBs needs to be submitted during the submission of their bill based on which payment will be released.	30 %
5.2	30% payments will be made after the campaign in all the AMRUT 1.0 cities in the second 6 months upon submission of an invoice backed by Monthly Progress and Activity Report outlining the activities undertaken and areas covered with documentary proof like photographs, press cuttings, etc. A forwarding letter/certification of the ULB official, that the activities have been performed in the concerned ULBs needs to be submitted during the submission of their bill based on which payment will be released.	60 %
5.3	30% of payments will be made after the campaign in all the AMRUT 1.0 cities in the last 6 months upon submission of an invoice backed by a Monthly Progress and Activity Report outlining the activities undertaken and areas covered with documentary proof like photographs, press cuttings, etc. A forwarding letter/certification of the ULB official, that the activities have been performed in	90%

	the concerned ULBs needs to be submitted during the submission of their bill based on which payment will be released.	
5.4	10% upon the final report and a final statement, approved as satisfactory by the Client.	100%

6.2.6 Activity 6- Micro Water supply scheme/Rejuvenation of Water Bodies

Payment Schedule for Activity 6

Deliverable	% of Consultant Fee	% of Cumulative Consultant Fee
6.1	45% upon submission of draft DPRs including Tender Documents (5% each for each ULB)	45%
6.2	45% upon submission final DPRs including Tender Documents (5% each for each ULB)	90%
6.3	10% upon completion of necessary Implementation Support to the satisfaction of the Client and the final report and a final statement, approved as satisfactory by the Client.	100%

6.2.7 Activity 7-- Sewerage/ Septage projects for 9 ULBs.

Payment Schedule for Activity 7

Deliverable	% of Consultant Fee	% of Cumulative Consultant Fee
7.1	45% upon submission of draft DPRs including Tender Documents (5% each for each ULB)	45%
7.2	45% upon submission final DPRs including Tender Documents (5% each for each ULB)	90%
7.3	10% upon completion of necessary Implementation Support to the satisfaction of the Client and the final report and a final statement, approved as satisfactory by the Client.	100%

6.3 Reports and Documents to be submitted by the Consultant to Client

The Consultant shall submit to the client the reports and documents in bound volumes (and not spiral binding form) after completion of each stage of work as per the schedule and in the number of copies as given in the Deliverables. Further, the reports shall also be submitted in Pendrive/portable Hard disks in addition to the hard copies as mentioned in the deliverables. Consultant shall submit all other reports mentioned specifically in the preceding paras of the TOR.

The time schedule for various submissions prescribed above shall be strictly adhered to. No time overrun in respect of these submissions will normally be permitted. The consultant is advised to go through the entire terms of reference carefully and plan his work method in such a manner that various activities followed by respective submissions as brought out at Sl.No.1 above is completed as stipulated.

Note:

- * Consultants have to provide a certificate that all key personnel as envisaged in the Contract Agreement has been actually deployed in the project. They have to submit this certificate and timesheet duly signed by the respective ULB/ KWA at the time of submission of bills to the Client from time to time.
- * Comments/Suggestions/ modifications/amendments/ approvals, if any, on the reports submitted would be conveyed to the Consultant within 30 days (subject to the availability of the competent authority).
- * Payments to NGOs/ Registered Societies / civil societies / Academic Institutions /Not for profit partners may be bifurcated and submitted if, GST or any other taxes/ Govt. charges are not payable for NGOs/ Registered Societies / civil societies / Academic Institutions (proof of exemption to be submitted)

7 Firm's experience and list of key positions for the assignment

- a. The Firm must demonstrate strong prior experience of working on similar assignments in the water supply/ sewerage sector with International Development Agencies (multilateral and/or bilateral) in the India/South Asia Region at large. It is important for the consultants to demonstrate institutional experience in the execution of assignments focusing on project management of complex infrastructure.
- b. The firm must demonstrate its understanding of the regional context of Kerala and challenges related to the water supply/ sewerage sector
- c. The firm is expected to provide the required technical experts and other support staff/ analysts, as applicable to achieve the planned outputs.

- d. The firm shall propose the requested team which covers the necessary areas of expertise and ensure that the team is well-versed in the local context and linguistic requirements for the assignment. The firm will be required to supplement with adequate support staff to ensure quality and timely output.

8 Ownership:

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

9 Estimated Effort

Sl. No.	Team Structure for PDMC	No.	Full Time (FT)/ Part Time (PT)	Year 1	Year 2	Year 3
Core Team						
1	Team Leader	1	FT	12	12	6
2	Hydraulic Network Engineer	1	PT	12	6	4
3	Design Engineer (Water supply)	1	PT	12	6	6
4	SCADA & Instrumentation Expert	1	PT	4	8	4
5	Design Engineer (Wastewater)cum Environmental Management Expert	1	PT	6	6	6
6	Procurement Expert	1	PT	8	3	0
7	GIS/RS Specialist	1	PT	6	6	0
8	Hydrogeologist	1	PT	8	0	0
9	Social Mobilization cum IEC Expert	1	PT	12	12	6

10 Key Resources experience and qualification requirements

A - Core team (CVs to be assessed)

Sl. No.	Position	Minimum Qualification	Experience	No.
1.	Team Leader	Essential Qualifications : M Tech. / ME/ MS in Civil or Environmental Engineering or Equivalent from a recognized university/institute	With a minimum of 15 years of working experience, experience in Urban WSS and design and evaluation of projects in urban WSS sector/ Sewerage sector, and excellent understanding of technical, economic, financial and institutional issues related to WSS operation in developing countries. This expert will lead the consultant team and guide/ supervise all the assessments.	1
2.	Hydraulic Network Engineer	M Tech. / ME/MS in Civil or Environmental Engineering or Equivalent from a recognized university/institute	Minimum 10 years of experience in distribution management and network design. He should have undertaken at least 2 assignments of hydraulic modeling in 2 different cities in the past 3 years.	1
3.	Design Engineer (Water Supply)	Post Graduate in Civil or Chemical Engineering or Public Health Engineering	Shall be professionally qualified with a minimum of 10 years of experience in the design, installation, and operations of water treatment plants. Well known with WATERGEM /EPANET software, SCADA, etc.	1

Sl. No.	Position	Minimum Qualification	Experience	No.
4.	SCADA & Instrumentation Expert	Graduation in Instrumentation/ Electronics/Electrical Engineering	Should have 10 years experience of which 5 years shall be in supervising Instrumentation, Control and Automation and SCADA-related works in water /wastewater plants. He should have undertaken instrumentation/control/ SCADA works in at least 3 WSS projects	1
5.	Design Engineer (Wastewater) Cum Environmental Management Expert	Post-graduate in Environment Science / Environment Engineering	Environmental expert with 10 years of experience in the design of sewerage/ septage projects and should have at least 2 assignments related to ESMP / ESDDR/ EIA reports	1
6.	Procurement Expert	MBA / CA or equivalent	Minimum 10 years of experience in procurement of infrastructure projects for government agencies, must have relevant knowledge of WSS laws, municipal laws, and a good understanding of key legal and regulatory issues in the provision of WSS services arrangements.	1
7.	GIS/RS Specialist	B Tech. Or equivalent degree from a recognized university/institute	minimum of 5 years of experience in GIS/ RS data processing	1
8	Hydrogeologist	Post graduate degree in Geology/ Hydrogeology	10 years of Experience in groundwater-related studies.	1

Sl. No.	Position	Minimum Qualification	Experience	No.
9	Social Mobilization cum IEC Expert	Post Graduate in Journalism/ Social Work/Sociology/ Communication.	At least 10 years of work experience in liquid waste management, water supply systems, and IEC.	1

Note:

The personnel mentioned herein is expected to deliver the entire scope of work as per the Terms of Reference (ToR) even if there is no specific personnel associated with individual components mentioned in the ToR.

The above list is for Key Personnel only. The PDMC shall assess the requirement of Sub-Key professionals (Design – Estimation Engineer / Field Engineer/ CAD Engineer/ Surveyor// DEO etc.) and shall depute for the project.

For all the above positions following sub-criteria shall be followed:

If any key experts get less than 60 % marks, then he needs to be replaced at the time of negotiation.

After completing negotiations, the Client shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken. At this stage Client may call the core experts for virtual or in-person interview before the signing of contract. Client may ask for replacement of any core expert if candidate is not found suitable for the position during the interview process.

11 Replacement of Core team

- a. Except as the “Client” 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, or 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 “Client” (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 “Client’s” written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Client”.
- c. Any need for the replacement of a Core team member beyond Clauses (a) and (b) shall be allowed up to two replacements. After the first two replacements, it shall attract a deduction of payment to the Consultants as decided by the Client.

STANDARD FORM OF CONTRACT

Consultants' Services

Contents

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CONTRACT FOR CONSULTANTS' SERVICES

between

[name of the Client]

and

[name of the Consultant]

Dated:

I Form of Contract

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

[Authorized Representative]

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

[Authorized Representative]

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

II General Conditions of Contract

1. General Provisions

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

(a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.

(b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.

(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) “Day” means calendar day.

(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.

(g) “GC” means these General Conditions of Contract.

(h) “Government” means the Government of India

(i) “Local Currency” means Indian Rupees.

(j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.

(k) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.

(l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

(m) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].

(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

(o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

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

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

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

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

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

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

1.5 Notices

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

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

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

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

Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

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

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

1.10 Fraud and Corruption

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

(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

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

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations:** (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

- 2.7.1 Definition** (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

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

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

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

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

(i) demobilize, or

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

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

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

2.9 Termination

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

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

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

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

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

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

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

(g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services,

the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

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

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

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

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

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

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

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

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

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

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

documents prepared by the Consultant and equipment and materials furnished by the “Employer”, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

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

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

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

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

3.2 Conflict of Interests: The Consultant shall hold the “Employer’s” interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of

this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

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

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

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

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

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

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

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

- 3.5 Accounting, Inspection and Auditing:** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.
- 3.6 Consultant’s Actions Requiring “Employers” Prior Approval:** The Consultant shall obtain the “Employer’s” prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix C.
 - (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.
- 3.7 Reporting Obligations:** The Consultant shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.8 Documents Prepared by the Consultant to be the Property of the “Employer”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves the right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer’s” prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.9 Equipment, Vehicles and Materials Furnished by the “Employer”:** Equipment, vehicles and materials made available to the Consultant by the “Employer”, or

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

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

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

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

4.2 Description of Personnel:

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

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

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

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the Consultant proposes to use in the carrying out of

the Services, the Consultant shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs). If the “Employer” does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

4.4 Removal and/or Replacement of Personnel:

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

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

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

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

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

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

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

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

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

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

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

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

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

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

6. PAYMENTS TO THE CONSULTANT

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

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

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

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

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

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

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

(c) Final Payment: The final payment as specified in SC shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final

report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

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

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

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

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

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

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

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

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

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared

equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

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

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.50 % of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

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

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

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

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

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

(vi) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.

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

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

11. Performance Security

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

III. Special Conditions of Contract:

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>“Employer” : State Mission Management Unit, AMRUT Kerala under the Local Self Government Department, Government of Kerala Attention :Mr.....</p> <p>Facsimile :</p> <p>iii Consultant :</p> <p>Attention :</p> <p>Facsimile :</p>
2	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer” :.....Urban Development Department, Government of Kerala.</p> <p>For the Consultant:</p>
4	1.9	<p>a) The client shall reimburse Service Tax/GST payable in India as per Applicable Law. The consultant shall register itself for service tax/ GST with appropriate authority in India & shall provide the registration number to the client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p> <p>c) Statutory deductions as per prevailing rules would be made from the payments to the Consultants..</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5	1.10.3	Not Applicable
6	2.1	The effectiveness conditions are the following: (i) Approval of the contract by the Employer (ii) Appropriate security for advance payment acceptable to the “Employer” (iii) Any unforeseen reason forcing closure of the project before effectiveness of the contract.
7	2.2	The time period shall be one month
8	2.3	The time period shall be 15 days
9	2.4	The time period shall be 30 Months
10	3.4	Limitation of the Consultants’ Liability: Limitation of the Consultants’ Liability towards the “Employer” (i) The ceiling on Consultant’s liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.
11	3.4	The insurance coverage against the risks shall be as follows: a) Professional indemnity insurance, with a minimum coverage of the <i>total ceiling amount of the Contract</i> . b) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-contractor in accordance with the relevant provisions of the applicable law in the country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and c) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services. <i>Note: In case the Agency maintains Professional Indemnity Insurance as the umbrella policy for the entire organization, an undertaking from the authorized signatory would have to be submitted declaring that the professional services provided under this Contract are covered under the umbrella policy of the Agency.</i>
12	3.7	The Consultant shall submit to the client the reports and documents in bound volumes (and not spiral binding form) after completion of each stage of work as per the schedule and in the number of copies as given in the Deliverables. Further, the reports shall also be submitted

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		in Pen drive / portable Hard disks in addition to the hard copies as mentioned in the deliverables
13	3.9	Not applicable
14	4.2 (c)	The Consultant will be liable to carry out the work beyond the scope of the Services specified in Appendix A, up to an extent of +/- 25%, at pro-rata basis.
15	4.4 (c)	(i) the Consultant shall bear all additional remuneration, 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 result in any increase in the contract amount agreed.
16	4.4 (d)	The first two replacements of core team professionals shall attract a deduction of 0.05% of the total contract amount for each replacement, and subsequent replacements of core team professionals shall attract a deduction of 0.1% of the total contract amount for each replacement.
17	4.5	Not Applicable
18	5.5	Not Applicable
19	6.1(b)	The ceiling in local currency is: [insert amount and currency]
20	6.3	<ol style="list-style-type: none"> 1) 5% of the Contract Value (Activity-wise) will be paid in advance after approval of the Inception Report (Activity-wise) by the Client, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant. 2) The First instalment of recovery shall be effected from the first running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be effected from the second running bill. The two instalments of recovery shall be of equal amounts. 3) Payment will be in accordance with the Payment schedule specified in contract (Appendix F). 4) Failure on the part of the Consultant to perform any part of its services or breach in achieving deliverables as per schedule shall attract liquidated damages. 5) If the deliverables are not submitted as per schedule or as accepted by the Employer, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof. 6) If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.5% of total cost of

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		the services (for the respective activity) for every week or part thereof for the delay.
21	8	Arbitration shall not be a measure of resolution. The Court case proceedings shall take place in Kerala in India.
22	11	The Performance Security amount is 5 % of the Contract Value

Binding signature of Employer Signed by _____

Binding signature of Consultant Signed by _____

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

In the presence
of (Witnesses)

- 1.
- 2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

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

APPENDIX C – STAFFING SCHEDULE

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

APPENDIX D – BREAKDOWN OF CONTRACT PRICE

(Include here the activity-wise split up of the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

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

APPENDIX F – PAYMENT SCHEDULE

(Include here the payment schedule with respect to project deliverables/milestones).