

Recruitment of Consulting Firm for

PROJECT DEVELOPMENT *and* MANAGEMENT CONSULTANTS (PDMC)

for

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

Andhra Pradesh

Request for Proposal

Issued in: January, 2016

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

Represented by:

Managing Director, APUFIDC, 2nd Floor, ENC (PH) Complex, Masab Tank,
Hyderabad.

CONTENTS

Sl. No.	Particulars	Page No.
1	Section 1. Letter of Invitation	2-3
2	Section 2. Part I - Instructions to Consultants	4-13
	Part II - Bid Data Sheet	14-20
3	Section 3. Technical Proposal-Standard Forms	22-38
4	Section 4. Financial Proposal – Standard Forms	39-45
5	Section 5. Terms of Reference	46-82
6	Section 6. Standard Forms of Contract	83-111

- Project Name** : ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT).
- Name Of The Ministry/ Department** : MUNICIPAL ADMINISTRATION AND URBAN DEVELOPMENT DEPARTMENT, GOVERNMENT OF ANDHRA PRADESH.
- Name of the Mission Directorate** : ANDHRA PRADESH URBAN FINANCE AND INFRASTRUCTURE DEVELOPMENT CORPORATION.
- Title Of Consulting Services** : PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT for ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT).

Section 1. Letter of Invitation

[insert: Name and Address of Consultant]

Dear Mr./Ms.:

1. The Andhra Pradesh Urban Finance and Infrastructure Development Corporation, (APUFIDC), a Government of Andhra Pradesh Company (hereinafter called “Employer”) is the Mission Directorate for AMRUT under *the* Municipal Administration and Urban Development Department, Government of Andhra Pradesh. APUFIDC is implementing the ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT) in the State.
2. The Employer invites proposal from eligible consultants to provide the following consulting services: **PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANCY FOR ATAL MISSION FOR REJUVENATION AND URBAN TRANSFORMATION (AMRUT)**. More details on the services are provided in the Terms of Reference and qualification requirements are given in the Instructions to Consultants of this RFP document
3. A firm will be selected under “Quality cum Cost Based Selection (QCBS)” as described in this RFP.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants (including Bid Data Sheet).
 - Section 3 - Technical Proposal - Standard Forms.
 - Section 4 - Financial Proposal - Standard Forms.
 - Section 5 - Terms of Reference.
 - Section 6 - Standard Forms of Contract.

5. 31 AMRUT cities in the State are grouped into two Regions for the purpose of convenience in development and implementation of the mission programme. Accordingly, the Employer desires to set up a PDMC in each of the two Regions and its State level office at Vijayawada/Guntur.. This invitation call is common for selection of the two PDMCs. The Consultant shall submit common Technical Proposal for one or both PDMCs and shall submit separate financial proposals for each PDMC. Not more than one region will be allotted to the highest combined scoring consultant. However, the employer reserves the right to regroup the cities. The decision of the Employer in this regard is final and binding on both the parties.

6. Please inform us in writing at the following address:

**The Managing Director,
APUFIDC,
2nd Floor, ENC (PH) Complex,
Masab Tank, Hyderabad – 500004.**

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,

[insert: Signature, name, and title of Client's representative]

Section 2

Instructions to Consultants

Part I

Standard

1. Definitions

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

Employer as a guide for the preparation of the RFP.

- (n) “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- (o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (p) “Terms of Reference” (TOR) means the detailed terms and conditions contained in the RFP at Section 5 specifying the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

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

3. Eligibility of Association of consultants and Sub-Consultants – Deleted.

4. Clarification and Amendment of RFP Documents

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

5. Conflict of Interest

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

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

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

environmental assessment for the same project, and a Consultant assisting a Employer in the privatization of public assets shall not purchase, nor advise purchasers of such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.**

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

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

6. Unfair Advantage

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

7. Proposal

- 7.1 A consultant can submit only one proposal for any one region. A consultant may submit separate proposal either for one region or both regions. Where the Consultant submits the Proposals for both regions, a single Technical Proposal may be submitted along with separate Financial Proposal for each region in a separate cover. If a Consultant submits more than one proposal for any single region, all such proposals shall be rejected.

8. Proposal Validity

- 8.1 The Part II Bid Data Sheet to consultant indicates how long the Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this

period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award subject to fulfilment of originally evaluated qualification criteria. Consultants who do not agree have the right to refuse to extend the validity of their proposal/s. Under such circumstance, the Employer shall not consider such proposal for further evaluation.

9. Preparation of Proposals

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (a) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part II Bid Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that it proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
 - (b) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.
- 9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Bid Data sheet in Section-II indicates the formats of the Technical Proposal to be submitted. **Submission of incomplete or defective Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Form Tech – I in Section-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 relevant and applicable to the consultant should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract / certificate of completion or partial completion from competent authority for all the assignments mentioned in the proposal.

- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job, value additions if any; and on requirements for counterpart staff and facilities including: administrative support, office space, domestic transportation, equipment, data etc. to be provided by the Employer (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, innovations if any, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5 of Section 3.
- (e) Estimates of the staff input needed to carry out the Assignment/job needs to be given in Form TECH-7 of Section 3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- (f) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3). However, the CVs of the Team Leader and the Deputy Team Leader shall be signed by themselves.
- (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Bid Data sheet specifies training as a specific component of the Assignment/job.

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

9.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment/job, including (a)

remuneration for staff and (b) reimbursable expenses indicated in the Part II Bid Data sheet. If appropriate, these costs should be broken down by activity and into foreign (if applicable) and domestic expenditures. **The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.**

10. Taxes

10.1 The Consultants shall fully familiarize themselves about the applicable domestic taxes (such as: VAT, ST, service tax or income tax, duties, fees, cess, levies or any other impositions under the laws of India) on amounts of fees/remuneration payable by the Employer for the total assignment under the Contract. **The consultant shall include Service Tax separately in its Financial proposal.**

11. Currency

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

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

12.1 Earnest Money Deposit

- I. An EMD of **Rs. 25.00 Lakhs (Indian Rupees Twenty Five Lakhs only)**, in the form of DD drawn in favour of the Employer (**The Managing Director, APUFIDC**) obtained from any schedule commercial bank in India and payable at **Hyderabad**, 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 EMD.
- IV. No Bank Guarantee will be accepted in lieu of the EMD.
- V. The EMD of the bidders would be returned within one month of signing of the contract.

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

- I. If the Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- II. If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- III. If the consultant tries to influence the evaluation process.
- IV. If the combined highest scoring consultant withdraws its 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 Fee

All consultants are required to pay **Rs.50,000/- (Indian Rupees Fifty Thousand Only)** towards Bid Processing Fee in the form of demand Draft drawn in favour of Employer (as indicated in Bid Data Sheet) and payable at Hyderabad. The Bid Processing Fee is Non-Refundable.

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 Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney and notarised 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 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 Bid 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 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 Proposals must be sent to the address/addresses indicated in the Bid Data sheet and received by the Employer no later than the time and the date indicated in the Bid Data sheet, or any extension to this date in accordance with para 4.2 above. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

15. Proposal Evaluation

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

15.3 Evaluation of Technical Proposals:

CEC 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 CEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Bid

Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Bid Data Sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Bid Data Sheet.

15.5 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 CEC 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 CEC shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Normally, the date will be the date of opening of the tender unless specified otherwise in the Bid Data Sheet.
- 15.7 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be selected for award of the contract. The methods of selection are described in the Bid Data Sheet 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 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. 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 the acceptance of the draft Contract, and the Employer and the Consultant will initial the agreed Contract. **If negotiations fail, the employer reserves the right to reject any or all the proposals received, and to invite fresh proposals.**

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 Bid Data Sheet.

18. Confidentiality

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

INSTRUCTIONS TO CONSULTANT

Part-II

BID DATA SHEET

<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>			
1.	2.2	Name of the Employer:	Andhra Pradesh Urban Finance and Infrastructure Development Corporation, Government of Andhra Pradesh.		
2.	2.2	Name of the Assignment/job is:	Project Development and Management Consultancy for ATAL MISSION for REJUVANATION and URBAN TRANSFORMATION (AMRUT)		
3.	2.5	Time schedule and pre-bid meeting. Venue of Pre-bid meeting <i>O/o Managing Director, APUFIDC, 2nd Floor, ENC (PH) Complex, Masab Tank, Hyderabad.</i>	Sl. No.	Activity	Date
			1	News paper publication for RfP	28.01.2016
			2	RfP downloading Start Date (from APUFIDC & CDMA websites)	28.01.2016
			3.	Pre-Bid meeting	08.02.2016
			4.	RfP downloading end Date	18.02.2016
			5.	Last date for submission of RfP	18.02.2016
4	14.4	Address for submission of proposal/ bid:	The Managing Director, APUFIDC, 2nd Floor, ENC (PH) Complex, Masab Tank, Hyderabad – 500004.		
		Date	18.02.2016		
		Time	17:00 hrs		
5	2.5	The Employer's representative is:	Sri. M. Ganesh Babu, Procurement Specialist.		

<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>	
		Address:	APUFIDC, 2nd Floor, ENC (PH) Complex, Masab Tank, Hyderabad – 500004.
		Telephone:	040-23435500
		Facsimile:	040-23301025
		E-mail:	apufidc@yahoo.com
6	2.6	The Employer will provide the following inputs and facilities:	Existing data available with the ULBs which is necessary for the project will be provided.
7		The Employer envisages the need for continuity for downstream work:	No
8	8.1	Proposals must remain valid days after the submission date, i.e. until:	120 days
9.	4.1	Clarifications may be requested not later than days before the submission date.	Upto and including pre-bid meeting date as indicated in Bid-data Sheet.
		The address for requesting clarifications is:	Sri. M. Ganesh Babu, Procurement Specialist.
		Facsimile:	040-23301025
		E-mail:	apufidc@yahoo.com
10.	9.3 (a)	Name of Sub Consultant	Not Applicable.
11.	9.3 (b)	Duration of the assignment	48 Months.
12	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 or financial proposal in improper form

<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>	
			will render the proposal liable for rejection.
13.	9.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech 1: Letter of Proposal submission	
		Form Tech 2: Consultant's organization & experience	
		Form Tech 3: Comments & suggestions on TOR and value additions.	
		Form Tech 4: Approach & methodology and Innovations if any.	Maximum of 20 pages including charts and diagrams
		Form Tech 5: Team composition	
		Form Tech 6: Curriculum vitae	
		Form Tech 7: Staffing Schedule	
		Form Tech 8: Work Schedule	
		Form Tech 9: Comment / modification suggested on draft contract.	
		Form Tech 10: Information regarding any conflicting activities and declaration thereof.	

<u>Clause No. of Data Sheet</u>	<u>Ref of ITC</u>	<u>Particulars</u>	
14.		Training is a specific component of this Assignment/job	Yes. Training in design, procurement, supervision and quality control.
15.	11.1	Consultant to state the cost in	Indian Rupees
16.	14.3	Consultant must submit the original and 1 (One) copy of the Technical Proposal, and the original of the Financial Proposal. Both one hard copy and one soft copy.	Common Technical Proposal for both PDMCs Separate Financial Proposal for each PDMCs.
17.	15.4	Evaluation Criteria : Criteria, sub-criteria for evaluation of Technical Proposals have been prescribed:	Detailed evaluation
18.	15.7	Method of Selection	Quality cum Cost Based Selection Weightage: Quality (80) : Cost (20)

Procedure for detailed evaluation of technical qualifications

For eligibility, the Consultant shall have:

1. A minimum average annual turnover of Indian Rs. **50 (Fifty) Crores** during the last five (5) financial years;
2. Experience in at least 5 (Five) similar assignments (Project Management Units/ Support Units/ Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for similar assignments at government level (Central/ State/ Municipal) in the last 10 years, out of which, it should have experience in .
 - a) at-least one assignment of PMC (involving construction supervision)
 - b) at-least one assignment of preparation of DPR.
 - c) at-least one assignment of Quality Control(QC)/ Quality Assurance(QA), if QC/QA is not a part of the PMC.

In respect of a) and c) above, the project cost should be minimum of Rs. 75 Cr., and at least 50% of the assignment should have been completed.

In respect of b) above, the project cost should be minimum of Rs. 75 Cr. and the DPR should have been approved.

Similar assignments considered for evaluation are: Water/Waste Water/Storm water Drainage/ Housing (with Infrastructure) /Urban Transport & Highways sectors only.

Detailed Technical Evaluation: Total marks: 100

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

i)	Specific experience of the consultant firm relevant to the assignment / job	25 marks
	Sub criteria	
a	<p>Experience as Project Management Consultant/ Design and Supervision consultant in urban (Water Supply) sector with value of contract (for consultancy service) of at least Rs.100 Lakh during the last 10 years as given below</p> <p>i. Project Management/ Design & Supervision Consultancy - 5 Marks (2.5 marks for each project)</p> <p>ii. . Design/ DPR consultancy – 2.5 marks. (0.5 mark for each project)</p> <p>iii. QA/QC consultancy – 2.5 marks. (0.5 mark for each project)</p>	10 marks
b	<p>Experience as project management consultant / Design and Supervision consultant in urban (Sewerage and Drainage) sector with value of contract (for consultancy service) of at least Rs. 50 Lakh during the last 10 years.</p> <p>i. Project Management/ Design & Supervision Consultancy - 5 Marks (2.5 marks for each project)</p> <p>ii. . Design/ DPR consultancy – 2.5 mark. (0.5 mark for each project)</p> <p>iii. QA/QC consultancy – 2.5 mark. (0.5 mark for each project)</p>	10 marks
c	<p>Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study). (1 marks per project subject to maximum 5 marks)</p>	5 marks
ii)	Evaluation of the Technical Proposal and Presentation by the Team Leader (Proposed methodology and work plan in response to the Terms	15marks

	of Reference)	
	Sub-criteria	
	a) Understanding of the assignment	2 marks
	b) Approach, Methodology & Work Plan	2marks
	d) Organization & staffing	1 marks
	c) Innovativeness in the proposal and value addition to ToR	2 marks
	f) Presentation by Team Leader	8 marks
Note: The consultant shall ensure that only the proposed Team Leader will make the presentation before the Consultant Evaluation Committee.		
iii)	Key professional staff: Qualification & competency for the assignment / job.	60 marks

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

Sl. No	Position	Marks
1	Team Leader cum Urban Management Specialist	18
2	Deputy Team Leader / Construction Manager	9
3	Design Engineer (Water Supply)	6
4	Design Engineer (Waste Water)	6
5	Design Engineer (Drainage / Roads)	6
6	PPP Expert	9
7	Project Performance - cum – Management	6

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

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

	assignment/job)	
c)	Experience of Urban Sector projects in State	10%

15.7 Method of Selection:

The technical quality of the proposal will be given weightage of 80%, the method of evaluation of technical qualification will follow the procedure given in para 15 above. The price bids of only those consultants who qualify technically (**Minimum Qualifying Marks: 70%**) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposals will be given financial scores that are inversely proportional to their quoted prices. **The financial proposal shall be allocated a weightage of 20%**. For working out the combined score, the employer will use the following formula:

Total points = T (w) x T (s) + F (w) x 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 (H1) will be considered for award of contract and will be called for negotiations, if required.

1.	Expected date for commencement of consulting Assignment/job	15days from the date of award of contract
2.	Location for performance of assignment / job:	State & Cities

Note: The employer reserves the right to request the consultant to replace the candidate proposed as Team Leader, though his scoring is satisfactory, before or during the execution of the project if he is found inadequate for the assignment by the CEC and the decision of the Employer will be final and binding on the Consultant. In such case, the consultant will be obliged to replace the team leader with another candidate having equal or better qualifications, experience and competence than originally proposed.

Section 3

Technical Proposal - Standard Forms

FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

Date]

To
The Managing Director,
APUFIDC,
2nd Floor, ENC (PH) Complex, Masab Tank,
Hyderabad 500 004.

Dear Sirs,

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

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

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

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

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

We are submitting this Proposal for Region-I. / Region-II / both Region-I & II and the Technical Proposal submitted herewith is common for both.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal

Address:

FORM TECH-2

Form 2: Consultant's organization & experience

Form 2A: Format for Details of Consultant

1. Details of Consultant

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

2. In case of a Consortium:

Deleted.

Form 2B: Format for Financial Capability of the Consultant

(Equivalent in Rs. crores)

Consultant*	-----(Name of Consultant)						
FY	2010-11	2011-12	2012-13	2013-14	2014-15	Total	Average
Annual Turnover							
Certificate from the Statutory Auditor This is to certify that(name of the Consultant) has received the payments shown above against the respective years. Name of the audit firm: Seal of the audit firm Date: (Signature, name and designation of the authorised signatory)							

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

* Any Consultant should fill in details as per the row titled Annual turn over.

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

Similar Assignments – Water, Waste Water /Storm Water Drainage / Housing (with Infrastructure) / Roads Sectors only

List projects (not more than 5) in the last ten years which are similar to that in the RfP.

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

Form 2D: Experience as Project Management Consultant/ Design and Supervision Consultant / DPR Consultant / QA/QC Consultant in urban (Water Supply) sector with value of contract (for consultancy service) of at least Rs. 100 lakh.

List projects (not more than 10) in the last ten years which are similar to that in the RFP.

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

Form 2E: Experience as Project Management Consultant/ Design and Supervision Consultant /DPR Consultant / QA/QC Consultant in Urban (Sewerage and Septage Management) sector with value of contract (for consultancy service) of at least Rs.50 lakh.

List projects (not more than 10) in the last ten years which are similar to that in the RFP.

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

Form 2F: Experience as Project Management Consultant/ Design and Supervision Consultant in Urban Transportation Sector Issues with value of contract (for consultancy service) of at least Rs.50 lakh.

List projects (not more than 10) in the last ten years which are similar to that in the RFP.

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

Form 2G: Experience of Studies in Urban Issues such as City Development/ Strategic Plan, Master Plans, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision Documents, City Business Plans, Non Revenue Water Study.

List projects (not more than 10) in the last ten years which are similar to that in the RFP.

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

FORM TECH-3

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On the Terms of Reference

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

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

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

FORM TECH-4

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

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

- a) Technical Approach and Methodology, value addition if any.
- b) Work Plan, and
- c) Organization and Staffing,

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

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

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

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

FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

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

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

From [Year]:

To Year]:

Employer:

Position/s held:

Project/s handled:

Detailed Tasks Assigned

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

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

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

Name of Assignment/job or

project: Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:

[Signature of staff member or authorized

Place:

representative of the staff]

[Full name of authorized representative]:

FORM TECH-7

STAFFING SCHEDULE
[Year wise]

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

Note:

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

FORM TECH-8

WORK SCHEDULE

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

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

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

FORM TECH-9

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

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

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

FORM TECH-10

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

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

If no, please certify,

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4

Financial Proposal - Standard Forms

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

Date]

To
The Managing Director,
APUFIDC Ltd.,
Hyderabad.

Dear Sir,

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

For Region – (___) [Insert amount(s) in words and figures¹]

This amount is exclusive of service taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection 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 Bid Data Sheet.

We understand you are at liberty to regroup the regions and that you are not bound to accept any or all Proposals you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

¹Sub Total (A) as per Form FIN 2

FORM FIN-2

SUMMARY OF COSTS

Region : ____

S. No.	Particulars	Form	Amount in Indian Rupees	Amount in words
A. Competitive Components				
1	Remuneration	FIN 3		
2	Reimbursable expenses	FIN 4		
Sub Total (A)				
3	Provisional Sum			
4	Contingency			
Sub Total (B)				
Total Cost of Financial Proposal (A+B)				
5	Service Tax			
GRAND TOTAL				

Authorized Signature

Name:

Designation

Name of firm:

Address:

FORM FIN-3

**BREAKDOWN OF REMUNERATION
(Professional Staff and Support Staff)**

(for details, please refer to Note below)

Region :

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

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

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

Total Remuneration = _____ Amount in Rupees

(Amount in Words) :

Note:

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

Region:

No.	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per day	Xx (to be estimated)	<i>Ceiling of unit rate is Rs 2100 per day, Rs 1500 for accommodation & Rs. 600 Daily Allowance</i>	
2.	Cost of office operation, including overheads and back-stop support at Central office	Per Month	48		
3.	Cost of office operation, including overheads and back-stop support at Regional office	Per Month	48		
4.	Cost of office accommodation for a) Central office and b) Regional office with power and water charges complete	Per Month	48		
5.	Communication Costs to all personnel and Office at Central and Regional office	Per Month	48		
6.	Communication Costs to all personnel and at Project Cities	Per Month	48		
7.	Cost of Reports Production (including printing) and delivering to the Client at project Cities and Central office	Per Month	48		
8.	Other Allowances where applicable				
Sub Total: Reimbursable Expenses carried to FIN 2					
PROVISIONAL SUMS					
i	Survey, Tests, Investigation, Reports etc.	LS	To be estimated and indicated		
ii	Workshops, seminars and training	LS	To be estimated and indicated		
Sub-total: Provisional Sums					
Total = Reimbursable + Provisional sums					

Total amount in Rupees:

Total Amount in words:

APPENDIX

NOTE FOR PREPARATION OF FINANCIAL PROPOSAL

- d) 31 AMRUT cities in the State are grouped into two Regions for the purpose of convenience in Development and implementation of the mission programme. Accordingly, the Employer desires to set up two (2) PDMCs. This invitation call is common for appointment of all 2 PDMCs. The Consultant shall submit common Technical Proposal for one or two PDMCs and shall submit separate financial proposals for each PDMC. Not more than one region will be allotted to the highest scoring consultant. However, the employer reserves the right to regroup the cities and/or allot assignment in the other / second PDMC in case the same consultant emerges as highest combined scorer in that region also. The decision of the Employer is final and binding on both the parties
2. **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
3. **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 4 **Form FIN-3** Remuneration
- (i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts.
- (ii) Months; number of months input to match that shown on the personnel schedule (Form TECH-7, Section 3). The month shall be calculated as follows:
1 year = 12 months = 290 working days.
- (iii) Support Staff is also included in this form.
- 5 **Form FIN-4** – Reimbursable Expenses
- The purpose of Form FIN-4 is to identify all reimbursable expenditures in local currencies considered by the Consultant necessary to carry out the assignment.
- (i) Per Diem allowance
- The Per Diem allowance shall be paid for stay requirements outside Home Office (Central Office / Regional Office / Project city assigned to the Personnel) night for night spent away outside Home Office during such travel. The travel shall be undertaken with prior consent of the Client. The payment will be made on lump sum basis on submission of supporting vouchers.
- (ii) Office Operations
- The Consulting firm is required to quote expenses for office expenses towards office operation and maintenance including all consumables and documentation required for the project. The monthly payment shall be made on lump sum basis.

(iii) Office Accommodation

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

(iv) Local Transport

The Consulting firm is required to quote expenses for local transportation at Central / Regional office separately as required for the project. The monthly payment shall be made on lump sum basis with proof of availability of vehicle. The arrangement shall be finalised at Contract Negotiations.

(iv) Communication Costs

The Consulting firm is required to quote expenses for Communication Costs to all personnel and office as required for the project. This shall be paid on lump sum on monthly basis.

(iv) Report Production

The Consulting firm is required to quote lump sum expenses for Report Production as required for the project. The arrangement for payments will be finalised at Contract Negotiations.

Section 5

Terms of Reference

Terms of Reference for “PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT”

1. BRIEF DESCRIPTION OF TASK

These Terms of Reference are for providing consulting services to assist the Urban Local Bodies (ULB) / APUFIDC / Municipal Administration & *Urban Development Department of AP* to implement AMRUT and urban development programme in the ULB/State. This assignment will be carried out by selected Project Development and Management Consulting firm (s) herein referred to as ‘Project Development and Management Consultant (PDMC)’ on behalf of ULB / APUFIDC / MA&UD Department of the State.

2. BACKGROUND

2a. In order to rejuvenate and transform urban India, the Ministry of Urban Development, Government of India has rolled out the flagship mission of Atal Mission for Rejuvenation and Urban Transformation (AMRUT). Rolling out of the Mission requires incorporating lessons from the JnNURM programme implemented earlier by the Ministry. The broad challenges & lessons learnt from JnNURM program are:

- Capacity constraint of cities/ states in urban planning and project management;
- Acquisition of land, public agitation, change of site, encroachments;
- Delay in tendering and re-tendering;
- Clearances from different departments;
- Shifting of Utilities;
- Cost & Time Overruns;

Based on learning’s from JnNURM, the Ministry of Urban Development has assigned the responsibility for project execution under Atal Mission for Rejuvenation and Urban Transformation (AMRUT) to States/ ULBs. It is proposed under AMRUT that States / ULBs may appoint “Project Development and Management Consultant/s (PDMC/s) which has been envisaged as end-to-end consultant/s, supporting States/ULBs.

2b. State Scenario of Andhra Pradesh:

Introduction

Andhra Pradesh is one of the 29 states of India and is the eighth largest state in the country covering an area of 160,205 km². On 2nd June 2014, the north-western portion of the state was bifurcated to form a new state of Telangana. In accordance with the Andhra Pradesh Reorganization Act 2014, Hyderabad will remain the de jure capital of both Andhra Pradesh and Telangana states for a period not exceeding 10 years. The new river-front capital in Guntur district of the state was named as Amaravati, which is under the jurisdiction of APCRDA.

Physical Location

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

Demography

The population of the state is 4.93 crores, consisting of 13 districts. There are 110 ULBs consisting of four cities with more than 5 lakh population, 26 towns with 1 lakh to 5 lakh population, 39 towns with 50000 to 1 lakh population and 41 towns with less than 50000 population. The urban population of the state was 1.36 crores as per 2011 census.

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

Population -2011 Census

Sl. No.	District	ULB	Population as per 2011 census
1	2	3	4
1	Srikakulam	Srikakulam	133911
2		Amudalavalasa	39799
3		Ichapuram	36493
4		Palasa Kasibugga	57507
5		Rajam	42197
6		Palakonda	31572
7	Vizianagaram	Vizianagaram	244598
8		Salur	49500
9		Bobbili	56819
10		Parvathipuram	53844
11		Nellimarla	26259
12	Visakhapatnam	Visakhapatnam	1878980

Population -2011 Census

Sl. No.	District	ULB	Population as per 2011 census
13		Narsipatnam	61540
14		Yellamanchali	46159
15	East Godavari	Rajahmundry	341831
16		Amalapuram	53231
17		Kakinada	335000
18		Mandapeta	53633
19		Peddapuram	49477
20		Pithapuram	52360
21		Ramachandrapuram	43657
22		Samalkot	56864
23		Tuni	53425
24		Gollaprollu	23882
25		Mumidivaram	25355
26		Yeleswaram	32084
27	West Godavari	Eluru Municipality	203780
28		Tadepalligudem	103906
29		Tanuku	90430
30		Bhimavaram	142184
31		Palakole	61284
32		Narasapur	58770
33		Nidadavolu	43809
34		Kovvuru	39667
35		Jangareddy Gudem	48994
36	Krishna	Vijayawada	1034358
37		Machilipatnam	169892
38		Pedana	30721
39		Gudivada	118167
40		Jaggaihpeta	53530
41		Nuzvid	58590
42		Tiruvuru	34623
43		Vuyyuru	46490
44		Nandigama	44359

Population -2011 Census

Sl. No.	District	ULB	Population as per 2011 census
45	Guntur	Guntur(C)	743880
46		Mangalagiri	73613
47		Sattenapalli	56721
48		Narasaraopet	116250
49		Chilakaluripet	101398
50		Macherla	57290
51		Tenali	164937
52		Ponnur	59913
53		Bapatla	70777
54		Repalle	50866
55		Vinukonda	59725
56		Piduguralla	63103
57		Tadepalli	54406
58	Prakasam	Ongole	251175
59		Chirala	87200
60		Kandukur	57246
61		Markapur	71092
62		Adanki	40353
63		Giddalur	35150
64		Chimakurthy	30279
65		Kanigiri	44755
66	Nellore	Kavali	97053
67		Nellore	594783
68		Gudur	60625
69		Venketagiri	51708
70		Atmakur	30556
71		Sullurpet	27504
72		Naidupet	47200
73	Chittoor	Madanapalle	136414
74		Punganur	54746
75		Srikalahasthi	80056
76		Tirupathi	374260

Population -2011 Census

Sl. No.	District	ULB	Population as per 2011 census
77		Chittoor	196601
78		Palamaner	51163
79		Nagari	62253
80		Puttur	54092
81	Kadapa	Kadapa	343054
82		Proddatur	162717
83		Pulivendula	65706
84		Jammalamadugu	46069
85		Rajampeta	47220
86		Rayachoti	91234
87		Badvel	70626
88		Mydukur	45790
89		Yerraguntla	32574
90	Anantapur	Dharmavaram	126958
91		Kadiri	89429
92		Rayadurg	61749
93		Tadipatri	108171
94		Anantapur	261004
95		Guntakal	126270
96		Hindupur	151677
97		Madakasira	21464
98		Puttaparthi	30782
99		Gooty	48838
100		Paamidi	26886
101		Kalyandurgam	44959
102	Kurnool	Yemmiganur	95149
103		Kurnool	460184
104		Adoni	166344
105		Nandyal	200516
106		Dhone	59272
107		Atmakur	45703
108		Nandikotkur	46953

Population -2011 Census

Sl. No.	District	ULB	Population as per 2011 census
109		Allagadda	42404
110		Gudur	22270
	Grand Total		13614650

AMRUT Towns:

Out of the 110 ULBs, 31 cities (including Amaravati, which is the recently constituted new Capital city) are selected as AMRUT cities by GoI and the list is as given below:

Name of AMRUT city	Population as per 2011 Census	Name of AMRUT city	Population as per 2011 Census	Name of AMRUT city	Population as per 2011 Census
1. Srikakulam	133911	11. Vijayawada	1034358	21. Hindupur	151677
2. Vizianagaram	244598	12. Tenali	164937	22. Guntakal	126270
3. Visakhapatnam	1878980	13. Narasaraopeta	116250	23. Tadipatri	108171
4. Rajahmundry	341831	14. Chilakaluripeta	101398	24. Dharmavaram	126958
5. Kakinada	335000	15. Guntur	743880	25. Ananthapur	261004
6. Bhimavaram	142184	16. Ongole	251175	26. Nandyal	200516
7. Tadepalligudem	103906	17. Nellore	594783	27. Adoni	166344
8. Eluru	203780	18. Madanapalli	136414	28. Kurnool	460184
9. Machilipatnam	169892	19. chittor	196601	29. Proddatur	162717
10. Gudivada	118167	20. Tirupathi	374260	30. Kadapa	343054
				31. Amaravathi	
Sub Total:	3672249	Sub Total:	3714056	Sub Total:	2106895
Grand Total:	9493200				

Figure showing the AMRUT cities in the State



3. OBJECTIVES:

The objective of the assignment is to provide direct assistance to *ULBs/APUFIDC/Urban Development Department of the State* to ensure the effective coordination and implementation of the program and take up other urban development initiatives. The PDMC shall be responsible for effectively leading and taking initiatives for planning, project management, design and DPR preparation, procurement and construction supervision of projects under the Program including carrying out necessary surveys. The PDMC will work closely with the *ULB/ APUFIDC / Urban Development Department of the State* for sustainable capacity building of Municipal Corporation / Council and will assist in operationalizing the procedures and in implementing institutional development, capacity building, monitoring and in assuring quality outputs from the program.

The PDMC will also be planning and monitoring the works of CMMUs at the City Level.

The PDMCs shall also assist ULBs in the sectors which are not covered under AMRUT, like support in the process of Land Monetisation and related issues etc.

4. IMPLEMENTATION ARRANGEMENTS

The APUFIDC, which is the State Mission Directorate (SMD) headed by Managing Director is the executing agency (EA) for this assignment and will monitor the project activities, and will liaise with Ministry of Urban Development, (MoUD), Government of India on all issues.

It will implement institutional reforms, manage the project, and will be supported by the respective ULBs.

The Mission Directors at state level and the ULBs at city level will be provided with necessary consulting services through the Project Development and Management Consultants (PDMC) to strengthen their program management capacity and implementation of subprojects in filed including planning, surveys, engineering design, construction supervision, measurement and billing, contract management etc.

In order to provide effective and efficient PDMC services to the ULBs the AMRUT towns are grouped into 2 regions on the basis of geographical convenience and one PDMC will be appointed for each region. Each PDMC will have one state office (comprising project management and design professionals) **at Vijayawada or Guntur**, and regional level office in the respective region (comprising project implementation professionals) and serving all AMRUT towns in the region. The Project implementation professionals shall be deployed in the cities in such a manner that the deployment best benefits the implementation progress and work load. Implementation professionals will operate in the towns as per deployment plan. The details of the regions and respective ULBs are furnished below:

Region I (Srikakulam, Vizianagaram, Visakhapatnam, East & West Godavari Dist.) (Krishna & Guntur Dist.) (16 ULBs)		Region II (Prakasam, Nellore, Chittoor & Kadapa Dist.) (Anantapur & Kurnool Dist.) (15)	
Regional Office at Rajahmundry		Regional Office at Tirupathi	
1. Srikakulam	9. Vijayawada	1. Tirupathi	9. Hindupur
2. Vizianagaram	10. Machilipatnam	2. Ongole	10. Dharmavaram
3. Visakhapatnam	11. Gudivada	3. Nellore	11. Tadipatri
4. Kakinada	12. Guntur	4. Chittoor	12. Guntakal
5. Rajahmundry	13. Tenali	5. Madanapalli	13. Nandyal
6. Eluru	14. Chilakaluripeta	6. Kadapa	14. Adoni
7. Tadepalligudem	15. Narasaraopeta	7. Proddutoor	15. Kurnool
8. Bhimavaram	16. Amaravathi	8. Ananthapur	

Note:

1. The proposal for inclusion of few more ULBs under AMRUT is under consideration at GoI. In case the ULBs are included the consultant is required to perform all the tasks of ToR in these ULBs also. The personal to be engaged will be redeployed accordingly.
2. Consultancy contracts will be for duration of 48 months (4 years).

5. PROJECT DEVELOPMENT & MANAGEMENT PROCESS

1. The Process of project development will begin with preparation of “City-wide Concept Plan” (a non-fully complete CDP) on the basis of old or revised City Development Plan (CDP). The City-wide Concept Plan will contain the City Vision, description, situation analysis / As-is description of the water supply, storm water drainage, sewerage and septage management, and open spaces (e.g. parks, green spaces / playgrounds). All previous plans and documents (e.g. City Sanitation Plan, City Mobility Plan, Master Plan and other plans) of all departments and agencies will also be reviewed to craft an overall strategy focused on achievement of Service Level Benchmarks (SLBs). Possibilities to apply smart technologies for providing better and enhanced basic services to the people of the city will be included in the strategy.
2. The City-wide Concept Plan will form the basis of the Service Level Improvement Plan (SLIP) of the ULB and the State Annual Action Plan (SAAP) for the State to be sent to the MoUD for approval.
3. The SAAP is basically a State level service improvement plan indicating the year-wise improvements in basic services. The SAAP will be generated in the prescribed forms from the SLIPs of the ULBs in the State.
 - a. The SLIPs for the 30 AMRUT cities in the state are prepared and SAAP for the 1st year has been approved by the GoI for the first year. The details of the prioritized projects proposed to be taken up in the 1st year SAAP are given below:

SAAP for implementation of AMRUT in Andhra Pradesh
PRIORITISED PROJECTS FOR 1st YEAR IMPLEMENTATION

Sl. No.	Name of Urban Local Body	Project cost in Rs. Cr.						
		WATER SUPPLY					PARKS AND OTHERS	GRAND TOTAL
		Providing House Service Connections where ever network, Reservoirs & Source is available (6A - Priority 1)	Providing House Service Connections & Distribution Lines where ever Reservoirs & Source is available (6B - Priority 2)	Providing House Service Connections, Distribution Lines & Reservoirs where ever Source is available (6C - Priority 3)	Providing House Service Connections, Distribution Lines, Reservoirs & Source Improvement (6D - Priority 4)	Total		
1	2	3	4	5	6	7	8	9
1	VIZIANAGARAM	5.00	-	-	-	5.00	0.50	5.50
2	SRIKAKULAM	5.00	4.00	-	-	9.00	0.50	9.50
3	VISAKHAPATNAM	13.50	100.00	-	-	113.50	1.07	114.57
4	BHIMAVARAM	5.23	30.00	-	-	35.23	0.50	35.73
5	TADEPALLIGUDEM	3.00	6.25	2.42	-	11.67	0.50	12.17
6	ELURU	2.28	0.00	-	-	2.28	0.50	2.78
7	KAKINADA	5.44	28.75	-	-	34.19	0.75	34.94
8	RAJAHMUNDRY	2.50	0.00	-	-	2.50	0.50	3.00
9	VIJAYAWADA	22.50	50.00	-	-	72.50	1.00	73.50
10	GUDIVADA	1.05	15.00	10.00	-	26.05	0.50	26.55
11	MACHILIPATNAM	1.98	10.00	19.00	-	30.98	0.50	31.48
12	CHILAKALURIPET	1.50	-	6.00	-	7.50	0.50	8.00
13	GUNTUR(C)	18.50	-	-	-	18.50	0.50	19.00
14	TENALI	7.33	-	-	-	7.33	0.50	7.83
15	NARASARAOPET	1.50	-	-	9.63	11.13	0.50	11.63
16	AMARAVATHI	-	-	-	-	-	-	-
17	CHITTOOR	2.50	-	-	-	2.50	0.50	3.00
18	MADANAPALLE	3.75	-	0.00	12.77	16.52	0.50	17.02
19	TIRUPATHI	7.50	-	70.00	-	77.50	0.75	78.25
20	ONGOLE	2.50	-	0.00	-	2.50	0.50	3.00
21	NELLORE	10.00	-	0.00	-	10.00	0.50	10.50
22	PRODDATUR	-	-	0.00	-	0.00	0.50	0.50
23	KADAPA	9.41	8.25	17.90	-	35.56	0.50	36.06
24	TADIPATRI	-	-	-	-	0.00	0.50	0.50
25	HINDUPUR	-	-	-	-	0.00	0.50	0.50
26	GUNTAKAL	3.83	-	-	10.25	14.08	0.50	14.58
27	DHARMAVARAM	-	-	15.01	-	15.01	0.50	15.51
28	ANANTAPUR	-	-	-	-	0.00	0.50	0.50
29	NANDYAL	1.75	11.00	6.00	-	18.75	0.50	19.25
30	KURNOOL	2.50	53.73	-	-	56.23	0.50	56.73
31	ADONI	0.55	9.75	-	-	10.30	0.50	10.80
		140.58	326.73	146.33	32.65	646.29	16.57	662.86

1. The consultant shall review and modify the Service Level Improvement Plan. The Consultant shall review and improve/revise SLIPs annually as per AMRUT guidelines and directives of SLNA.
2. During the process of developing the SAAP, the Consulting Firms should explore the possibility of using Public Private Partnerships (PPP) wherever appropriate and feasible, which should be the preferred execution model.
3. For the projects identified and approved under SAAP, Detailed Project Report (DPR) and Bid Document will be prepared. Review of infrastructure status, its performance, gap and demand assessment with reference to service level indicators will be made for the identified projects. Convergence of project components will be ensured with other sectoral and area programs in the city.
4. Field/ laboratory Investigations, surveys, formulation of technical options, design, cost estimates and solutions to resettlement & environmental issues will be made part of the DPR. The financial plan including O&M strategy for the complete life cycle of the project will be an integral part of the DPR.
5. Possibilities to apply smart technologies for providing better and enhanced basic services to the citizens will be explored while formulating the DPR. At draft DPR stage, first stage consultations will be facilitated to engage citizens and get feedback and adopt midcourse correction, if required.
6. The DPR will identify contracting opportunities including exploring options for PPP/ Service Level Agreements or direct contracting and accordingly provide corresponding bid document. Based on the bid document, States/ ULBs will procure contracting firms, according to their laws and rules.
7. The project execution by the ULBs/ State parastatal will be done in an efficient way. They have to ensure cost, time and quality compliances as envisaged in contract agreement. Expertise of PDMC firms will be used by the State and City Governments to make quick decisions so as to ensure timely completion of projects consistent with quality within cost estimates.
8. It will also be ensured for linkage between proposed infrastructure project and delivery of services. It will monitor improvement in services level indicators as indicated in the State Annual Action Plan (SAAP). Periodic second stage

consultations for taking useful feedback will also be facilitated by PDMCs during implementation phase.

9. All the works have to be done according to the mission statement and guidelines of Atal Mission for Rejuvenation and Urban Transformation (AMRUT) as issued by MoUD.

5. SCOPE OF WORK

The scope of PDMC under the proposed mission will be divided into four broad components namely *Planning, Design and Supervision and Project Management*. The PDMC's scope includes among others, preparation of City Wide Concept Plan, Service Level Improvement Plan (SLIP) and State Annual Action Plan (SAAP). PDMC will identify projects on the basis of SLIP framework, and carry out required investigation, design, procurement and implementation. The PDMC will also ensure compliance and monitoring of the project activities using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.

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

Note: The scope of service of PDMCs exclude the component of parks & development of open spaces.

5.1 Project Management

- i. Handhold/ support State Government/ Urban Local Bodies for project identification, investigations, design, procurement, supervision, quality assurance and quality control, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliance and due diligence required for the project;
- ii. Planning, scheduling and monitoring of the projects using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.

- iii. Assist State Government/ Urban Local Bodies in conducting regular meetings with all stakeholders, contractors, and other government entities etc. to discuss progress and issues related to implementation, and prepare minutes for recording and circulation;
- iv. Establish all necessary records and the procedures for maintaining/updating such records for each package and for the entire project;
- v. Develop and implement procedures for timely payments to the contractors and monitor for compliance;
- vi. Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.

5.2 Project Planning

- i. The PDMC will develop “City-wide Concept Plan” which is a non-fully complete CDP, which may be based on old or revised City Development Plan (CDP). The City-wide Concept Plan will contain the City Vision, description, situation analysis/ As-is description of the water supply, storm water drainage, sewerage and septage management and open spaces (e.g. parks and green spaces, and playgrounds). All previous plans and documents (e.g. City Sanitation Plan, City Mobility Plan, Master Plan and other plans) of all departments and agencies will also be reviewed to craft an overall strategy focused on achievement of Service Level Benchmarks (SLBs). Possibilities to apply smart technologies for providing better and enhanced basic services to the people of the city will be included in the strategy.
- ii. PDMC will build on the available data, information and plans to assess existing levels of coverage of water supply and sewerage. Nearly all Mission cities will have some data, information and plans. For example, in water supply and sewerage, the basic unit is the zone (or equivalent) based on ground contours. In the zone, the number of households having water tap connections and those not having will be taken from the Census (2011) or the baseline survey done by the MoUD. No new baseline survey is envisaged at planning stage.
- iii. Once the gap between the existing number of households having water and sewerage/septage connections vs. the total number of households is computed, plans will be prepared to bridge the gap by using one or more of the components set out in the Mission Guidelines.

- iv. Next, technical investigation will be done to prepare options showing different ways, both technical and financial, to cover all the households in a zone with water supply and sewerage/septage connections.
- v. While looking at different ways, substantial work done in the preparation of GIS data sets in the National Urban Information System (NUIS), Municipal Development Program (APMDP) of the World Bank and other programs of other Departments (e.g. Electricity) will be used to generate utility layers on existing base maps.
- vi. PDMC will examine and use inter linkages with other schemes mainly in terms of coverage, impact, outcomes, etc; convergence in outcomes and funds flow will also be done. Here, innovative ways of doing more with less, application of Smart Solutions and citizen-generated innovations will be explored. For each alternative the cost (both capital and O&M) of the project will be prepared based on line (or abstract) estimates. After this investigation, the Service Level Improvement Plan (SLIP) will be prepared containing options with their capital and O&M costs.
- vii. The scheduling of projects in the SLIP for next five years will be done in consultation with citizens after informing them about likely costs of all the projects in the zones/ULB. City Planning and SLIP development will be people-driven achieved through citizen consultation meetings involving diverse people and groups of people, such as resident's welfare associations, tax payers associations, senior citizens, chamber of commerce and industries, slum dwellers associations groups. During these consultations details of best practices and appropriate smart solutions will also be shared with the citizens in order to enable them to make informed decisions and generate innovative solutions. Citizen participation will increasingly rely on ICT, especially mobile-based tools.
- viii. There will also be a financial plan prepared. During consultations, citizens will be informed about the cost and the need for external sources of funds. Innovative financing models and mechanisms will be fully described. The challenge in providing basic services at benchmark levels, at reduced costs and less resource consumption will be shared with the citizens.
- ix. The SAAP is basically a State level service improvement plan indicating the year-wise improvements in basic services. The SAAP will be generated in the prescribed forms from the SLIPs of the ULBs in the State.

- x. The City-wide Concept Plan will form the basis of the Service Level Improvement Plan (SLIP) of the ULB and the State Annual Action Plan (SAAP) for the State to be sent to the MoUD for approval.
- xi. During the process of developing the SAAP, the Consulting Firms should explore the possibility of using Public Private Partnerships (PPP) wherever appropriate and feasible, which should be the preferred execution model.

5.3 Survey, Studies and Investigations

- i. Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plans etc.
- ii. Review existing status of physical Infrastructure based on above documents and other available secondary data, & identify data gap.
- iii. Review of land availability, rehabilitation - resettlement & Environmental issues for identified projects
- iv. Identify requirements of surveys, studies and investigations;
- v. Carry out all the required engineering surveys and investigations (total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc) including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established;
- vi. Identify key stakeholders from city/ state officials, elected representatives, concerning NGOs, eminent citizens, representatives from premium institutes of the city/ state, representatives of business organizations in consultation with the concerned ULB commissioner/ CEO etc;

5.4 Feasibility Study

- i. Review available secondary data and reports required for analysing the existing infrastructure facilities and for designing the facilities for project;
- ii. Analyse Future projections & demand assessment;
- iii. Prepare conceptual plan and preliminary design including the feasibility of the infrastructure to be provided;

- iv. Assist City/ State Government in first Stage consultation with the stakeholder for each sub projects or group of Sub projects, as applicable, to discuss the conceptual plan and technical options and prepare minutes for recording and circulation;
- v. Based on above, diagnostic analysis of the technical options with respect to best practices / smart options/ priorities and consultation;
- vi. Assess land requirement and preparation of land acquisition requirements;
- vii. Prepare and submit 'Feasibility Report' to Client. The Feasibility Report should describe the various technical options with recommendation for most appropriate option;

5.5 Detailed Design

- i. Review/revise/modify & updation of the existing Detailed Project Reports available with City/State;
- ii. Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the Client. The costs estimate shall be prepared on the basis of Schedule of Rates (SOR) of State with latest addenda and corrigenda. For Non-SOR items, if any, adopting rates on the basis of relevant 'Schedule of Rates' of Other state (as applicable) or market rate by proper rate analysis carried out through market enquiry;
- iii. Checking and field verification of existing DPRs including efficacy of DPRs and modification/revision of DPRs to achieve the required standards.
- iv. Identify the possibility of private / public participation in the service delivery, as feasible and applicable, and prepare contract document for such packages;
- v. Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
- vi. Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations (IEE) as may be required;

- vii. Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
- viii. Prepare environment management plan (EMP) and mitigation measures;
- ix. Preparation and implementation of resettlement plans, if any, based on the approved framework;
- x. Prepare Detailed Project Report (DPR) including technical specifications, Contract drawings, Environment Management Plan if applicable, disaster management features into the designs wherever applicable, bills of quantities and above aspects; the DPRs should be prepared as per the prioritized projects in the SAAP keeping in view the overall planning and comprehensive requirements for the particulars sector in the ULB as per CPHEEO norms. Revised designs and changes in the DPR shall be made if any changes occur in the field during the execution.
- xi. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements / bid document;
- xii. Preparation of strategy and action plan for IEC program including public participation;
- xiii. Assist City/ State Government in second Stage consultation for each sub-project or group of Sub-projects, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation;
- xiv. 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.
- xv. Ensure that all bidding documents and contract documents contain the Environmental Management Plan (EMP) wherever applicable, and such items are included in BOQ; also monitor the implementation of the EMP during construction and pre/post construction phases.
- xvi. In compliance with the EMP, develop a strategy to overcome the difficulties of construction/traffic management in narrow streets and also prepare detailed plans for detour of traffic during excavation for urban services to eliminate / minimize inconvenience/loss/danger to people or resources. Propose and implement mechanism

for coordination among all stakeholders such as traffic police, roads department, user committees etc. for smooth construction execution.

6. Provide Support to Director of Municipal Administration for Non – AMRUT Towns:

Government of India introduced the concept of preparation of SLIPS duly identifying the gaps and the service levels of various sectors, formulating the objectives to bridge the gaps, identifying the projects for achieving objectives and prioritization of projects based on availability of funds in AMRUT towns. As this mechanism involves citizen consultations and thorough planning and provides a road map for the development of Infrastructure in ULBs it is proposed to extend this concept to Non-AMRUT towns in Andhra Pradesh. The PDMCs will be required to attend to the scope of work as envisaged for the AMRUT towns for the Non AMRUT towns also in their respective regions . The details of the towns are given below:

Region	AMRUT Cities	Total Population	Non-Amrut Towns	Total Population
I	16	5833072	42	2103338
II	15	3660128	38	2018108
Total:	31	9493200	80	4121446

The PDMCs will be required to prepare SLIPs and DPRs for the Non-AMRUT towns also for all the sectors and workout options calling bids under lump sum PPP / EPC mode. Payment towards DPR preparation in Non-AMRUT ULBs is to be upfront borne by the PDMC subject to repayment by the successful bidder in case of PPP projects.

In case of projects where Government / ULB's is going to support, DPR cost to be factored in towards payment to the PDMCs.

However, in both the above cases the payment shall not exceed 0.60% of the estimated cost of the projects excluding LS items.

6.1 Bidding process and contract award:

- i. Assist ULBs of the State in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract;
- ii. Prepare contract documentation to include Letter of Invitation, conditions of contract, specifications, design parameters; bills of quantities etc. for all sub-projects components in close coordination with ULBs / Urban Development Department of the State.

6.2 Construction Supervision and Contract Management

- i. Providing advice and guidance to the *ULBs / APUFIDC / Urban Development Department of the State* for modern procedures and guidelines for project implementation and management in general.
- ii. Arrange and coordinate Multi-Stage Consultation proposed under the project and accordingly ensure modification of the project components.
- iii. Contract administration and Management of the Subprojects;
- iv. Prepare construction supervision manual, and Operation and Maintenance manual. These manuals shall specify Quality Control and Quality Assurance aspects and methodology for the following phases of the project:
 - Ø Mobilization phase
 - Ø Inception Report & Quality Audits.
 - Ø Pre-Construction Stage
 - Ø Construction Stage
 - Ø Commissioning, trail run and testing
 - Ø Post-Construction stage & Final Wrap-up

§ The manuals shall emphasis on continuous quality standards on factory tests of materials, field tests to be conducted and their frequency strictly in accordance with IS specifications, APDSS, MORTH/ IRC/CPHEEO codes.
- v. Interpretation of the technical specifications for each subproject;
- vi. Supervise and monitor construction work of each contract package;

- vii. Verification of surveyed maps and design vis-a-vis ground situation and make necessary corrections, if required, with approval;
- viii. Checking the line, level and layout of the construction to ensure conformity with the contract specifications, presentation for approval to the competent authority any changes in the plans that may be deemed necessary indicating the effect due to the changes on the contract, and preparation of variation orders accordingly;
- ix. Scrutinize the contractor's detailed work program and guide Contractor in preparation of supervision schedule/ work plan for each package;
- x. Scrutinize construction methods proposed by contractor including environmental, disaster management, safety, personnel and public issues;
- xi. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisories when required;
- xii. Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;
- xiii. Monitor implementation of environmental standards and safeguards, and any Resettlement Plans;
- xiv. Establish Quality assurance system including verification of source of material and certification. The consultant shall also establish a Quality Control Laboratory at the Head-Quarter of Resident Engineer. The equipments in the laboratory should be sufficient in quality and quantity to ensure at least 10% of the Mandatory Test as prescribed in the specifications of work are executed in the Quality Control Laboratory established by the Consultant;
Note: The list of equipment for Quality Control Laboratory including the qualities shall be approved by the employer.
- xv. Carry out necessary Quality Control activities and certify that the quality of works conforms to the specifications and drawings. The PDMC shall emphasise on maintenance of continuous quality standards, improvement and defects prevention more than detection of occurrence. The quality control and assurance system shall provide continuous control over all activities affecting the quality of work.
- xvi. Supervising the construction of the various contract packages for the related outputs of the Program

- xvii. Record the work measurement and certify the contractor's bill consistent with codal provisions;
- xviii. Assist the Client in interim and final certification of the bills of payment;
- xix. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and approving shop drawings of contractor for implementation, as required;
- xx. Assistance for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Client;
- xxi. The Contractor shall be responsible for safety of man, material and public property. However, the Consultant shall ensure that all safety measures are taken by the Contractor w.r.t. public safety and safety of man, material, machinery and property of the ULB/employer or any property of 3rd Party associated/adjoining the project;
- xxii. Assist third party inspections, if necessary, as decided by Client;
- xxiii. Assist State Government/ Urban Local Bodies in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from Railways, National Highways, Department of Archaeology, Department of Forests and National Parks etc. and tree-cutting etc.
- xxiv. Proof checking and issuance for execution of contractors' design and drawings for lump sum turnkey contracts;
- xxv. Review and finalise the "as built" drawings submitted by Contractor;
- xxvi. Assist the Client in issue of completion certificates;
- xxvii. Inspect the works at appropriate intervals during defect liability period and certification issue;
- xxviii. Prepare on behalf of *ULBs / APUFIDC / Urban Development Department of the State*, monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to State Government;
- xxix. Assist *ULBs /APUFIDC* in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by the Employer;

- xxx. Assist City/ State Government in third Stage consultation during construction of sub projects, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation

7. TEAM COMPOSITION & QUALIFICATION REQUIREMENTS

7.1 Team Composition

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

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

Sl. No	Position	State Level / Regional / City	Nos	Duration (in months)	Total Duration	Remarks
For Region - I						
Key Professionals						
1	Team Leader cum Urban Management Specialist	State	1	48	48	Entire project duration
2	Deputy Team Leader / Construction Manager.	State / Regional	1	48	48	Entire project duration
3	Design Engineer (Water Supply)	State	5	12	60	3 Months per year
4	Design Engineer (Waste Water) (on call)	State	3	12	36	3 Months per year
5	Design Engineer (Drainage) (on call)	State	2	12	24	3 Months per year
6	Design Engineer Traffic and Transportation (on call)	State	2	12	24	3 Months per year
7	Solid Waste Management Expert (on call)	State	2	12	24	3 Months per year

Sl. No	Position	State Level / Regional / City	Nos	Duration (in months)	Total Duration	Remarks
8	Urban Infrastructure Designer (on call)	State	2	36	72	9 months per year
9	Procurement specialist	State	1	48	48	Entire project duration
10	PPP Expert	State	1	48	48	Entire project duration
11	Project Performance & Management specialist	State	2	48	96	Entire project duration
	Sub-Total:		22		528	
Other Professionals						
1	Structural Engineer	State	2	12	24	3 Months per year
2	Mechanical / Electrical & Instrumentation Engineer	State	2	12	24	3 Months per year
3	Resident Engineers	Regional /City	22	48	1056	Entire project duration
	Sub-Total:		26		1104	
Support personal						
1	Office Manager	State / Regional	1	48	48	Entire project duration
2	Data Entry Operators	State / Regional	2	48	96	Entire project duration
3	Office support staff	State / Regional	1	48	48	Entire project duration
	Sub-Total:		4		192	
	Grand Total:		54		1848	

Sl. No	Position	State Level / Regional / City	Nos	Duration (in months)	Total Duration	Remarks
For Region - II						
Key Professionals						
1	Team Leader cum Urban Management Specialist	State	1	48	48	Entire project duration
2	Deputy Team Leader / Construction Manager.	State / Regional	1	48	48	Entire project duration
3	Design Engineer (Water Supply)	State	5	12	60	3 Months per year
4	Design Engineer (Waste Water) (on call)	State	3	12	36	3 Months per year
5	Design Engineer (Drainage) (on call)	State	2	12	24	3 Months per year
6	Design Engineer Traffic and Transportation (on call)	State	2	12	24	3 Months per year
7	Solid Waste Management Expert (on call)	State	2	12	24	3 Months per year
8	Urban Infrastructure Designer (on call)	State	2	36	72	9 months per year
9	Procurement specialist	State	1	48	48	Entire project duration
10	PPP Expert	State	1	48	48	Entire project duration
11	Project Performance & Management specialist	State	2	48	96	Entire project duration
	Sub-Total:		22		528	
Other Professionals						
1	Structural Engineer	State	2	12	24	3 Months per year
2	Mechanical / Electrical & Instrumentation Engineer	State	2	12	24	3 Months per year

Sl. No	Position	State Level / Regional / City	Nos	Duration (in months)	Total Duration	Remarks
3	Resident Engineers	Regional /City	22	48	1056	Entire project duration
	Sub-Total:		26		1104	
Support personal						
1	Office Manager	State / Regional	1	48	48	Entire project duration
2	Data Entry Operators	State / Regional	2	48	96	Entire project duration
3	Office support staff	State / Regional	1	48	48	Entire project duration
	Sub-Total:		4		192	
	Grand Total:		54		1848	

Note:

- i. The Team Composition and proposed Man-months are tentative and are subject to change as per requirement of the employer and the exigencies of work.
- ii. The Team Composition and proposed Man-months shall be approved by the employer on quarterly basis.
- iii. Billing by consultant shall be according to the actual certified Man-months by Employer.
- iv. The Employer reserves the right to demand replacement of an expert in case of short performance.
- v. The manpower requirement indicated in this document is tentative and based on 1st hand analysis of probable quantum of work in every head and sub-head of the proposed consultancy services.
- vi. The employer shall fix the output of each level of personnel to be deployed by the Consultant. The deployment of the personnel shall depend on the actual quantum of work. The personnel schedule is required to be proposed by the consultant for each quarter or shorter period as may be prescribed by the employer. The deployment schedule shall be approved by the employer or its authorized representatives'.

7.2 Qualification Requirements for the Key experts

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

	<p>advantage</p> <ul style="list-style-type: none"> • Experience in FIDIC contract conditions 	<ul style="list-style-type: none"> • Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods; • Furnish the detailed construction drawings as necessary during continuance of the contract; • Assist third party inspections, if necessary, as decided by Client; • Assist the Client in interim and final certification of the bills of payment; • Assist the Client in issue of completion certificates. • Support in preparing Project Completion Report and progress reports • Resolve contractual issue during implementation
Design Engineer (water supply)	<ul style="list-style-type: none"> • Graduate Civil Engineer • 10 years' experience in urban Water supply projects • Experience in water supply design and implementation • Post Graduate in Civil Engineering with specialization in Environmental Engineering/ Public Health Engineering shall be advantage 	<ul style="list-style-type: none"> • Design of water supply works • Appraisal of subprojects for Water Supply; • Preparing Water Supply master plans for cities • assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Design Engineer (Waste Water)	<ul style="list-style-type: none"> • Graduate Civil Engineer • 10 years' experience in Waste Water projects 	<ul style="list-style-type: none"> • Design of waste water works • Appraisal of subprojects for Waste Water;

	<ul style="list-style-type: none"> • Experience in waste water design and implementation • Post Graduate in Civil Engineering with specialization in Environmental Engineering/ Public Health Engineering shall be advantage 	<ul style="list-style-type: none"> • Preparing Waste Water/ Sewerage master plans for cities • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Design Engineer (Drainage)	<ul style="list-style-type: none"> • Graduate Civil Engineer • 10 years' experience in drainage network designs and construction. • Experience in drainage network construction. • Experience in Rain water harvesting schemes, • Knowledge of preparation of drainage master plan 	<ul style="list-style-type: none"> • Design of drainage/ storm water works • Appraisal of subprojects for Drainage; • Preparing Drainage/ Storm Water master plans for cities • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Design Engineer (Roads)	<ul style="list-style-type: none"> • Graduate in Civil Engineering • 10 years' experience in road sector • Experience in designs of urban roads. • Experience in urban road construction • Post Graduate in Civil Engineering with specialization in Transportation Engineering/ shall be advantage 	<ul style="list-style-type: none"> • Design of urban roads works • Appraisal of subprojects for roads; • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Traffic & Transportation Specialist	<ul style="list-style-type: none"> • Post Graduate in Traffic Transportation Planning/Engineering • 7 year experience in planning, designing and 	<ul style="list-style-type: none"> • Design of urban transportation projects • Appraisal of subprojects for Urban Transportation; • Preparing City Mobility Plans

	implementation of Urban Transportation	<p>for cities</p> <ul style="list-style-type: none"> • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Solid Waste Management Expert	<ul style="list-style-type: none"> • Graduate in Environmental/ Civil Engineering/Mechanical Engineering/ Masters in Environment Planning or related field • 10 years of experience in designing & implementing solid waste management projects. 	<ul style="list-style-type: none"> • Design of municipal solid waste management (SWM) projects • Appraisal of subprojects for SWM; • Preparing comprehensive solid waste management plans for cities • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Project Performance and Management Specialist (PPMS)	<ul style="list-style-type: none"> • B.Tech in IT / Computer Science / MCA or equivalent. PG in Computer Science & Engg. / IT. will be given preference. • 10 years experience in IT related field / in designing and / or implementing a suitable PPMS for projects preferably related to urban sector. 	<ul style="list-style-type: none"> • Provide support in IT related / e-gov sector initiatives. • Monitor project / Programme using IT techniques / cyber tools. • Support IT related smart solutions in the urban areas. Design and implement suitable PPMS and ensure establishing and proper functioning. • Select a set of performance indicators relating to physical infrastructure development (water, sewerage/ sanitation, urban roads/transport, solid waste management, slum improvement).

		<ul style="list-style-type: none"> • Select a set of performance indicators relating to social (resettlement, gender, and indigenous people) and environmental, institutional capacity development including the urban governance, finance, and service delivery improvements. • Establish baseline data for each of the selected indicators by conducting baseline surveys of all indicators, to understand the initial conditions and conduct annual surveys to update the baseline values. • Track project and project implementation activities, target dates, expected inputs, impacts, outcomes and outputs against each indicator to monitor and evaluate the performance of the project and the subprojects under each tranche. • Standardization of formats and reports for dissemination to various stakeholders of the project • Based on the findings, provide an independent monitoring and feedback mechanism to State Government, to ensure that the primary objectives of the project are being met, and recommend ways to modify the project design and implementation mechanisms to meet the primary objectives of the project. • Design a project website and effectively use for PPMS and public information. • Design and implementation of suitable system for E-Governance and E-Procurement.
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		<ul style="list-style-type: none"> • Design and implementation of Management Information System (MIS) for the project • Assist in preparation of QPR, annual reports and other mandatory deliverables. • Coordinate between PMU, PIU and consultant team • Ensure timely delivery of the deliverables • Coordination within field and office activities • Ensure timely availability of Consultant, as required for project, to PMU or respective PIUs • Prepare and submit monthly staff and work schedule to PMU and respective PIUs and ensure implementation.
Urban Planner	<ul style="list-style-type: none"> • Post graduate in Planning / Urban Management • 7 years' experience in urban planning; • Experience in preparation of city development plans/ city master plans for medium towns 	<ul style="list-style-type: none"> • Support team in preparation of conceptual plans • Assist in demographic and land use related planning of infrastructure • Review towns master plans and advice the project team in planning infrastructure
Structural Engineer	<ul style="list-style-type: none"> • Post Graduate in Structures • 7 years' experience in the field of structural engineering, • Experience in detailed designs of water retaining structures, bridges and all other type of engineering structures. • Proficiency in structural design using computer programs. 	<ul style="list-style-type: none"> • Structural Design of all project components • Review of structural designs submitted by the contractor • Planning and Supervising geotechnical investigations • Ensuring the construction activities are implemented as per design on field; • Support in resolving contractual issues

Procurement Specialist	<ul style="list-style-type: none"> • Graduate Engineer • 10 years' experience in public procurement • FIDIC Contracts formulation 	<ul style="list-style-type: none"> • Procurement of goods, services as per State guidelines including preparation of bid documents, evaluation of bids, contract formation and assisting State/ Cities in award of work • Contract management and Performance
PPP Expert	<ul style="list-style-type: none"> • Graduate Engineer / Masters in Management/ Finance • 10 years' experience in public procurement • Experience in design/ contract management of performance based urban service delivery contracts and contracts on PPP mode. 	<ul style="list-style-type: none"> • Developing performance based contracts on different model at urban service delivery projects in all cities • Preparation of Bid Documents for PPP mode service delivery contracts with assistance from subject experts • Selection of Concessionaires as per the bid documents for PPP mode service • Contract management of performance based urban service delivery contracts and contracts on PPP mode.
Mechanical Engineer	<ul style="list-style-type: none"> • Graduate mechanical engineer • 7 years' experience in water and sewerage pumping field, • Experience in design of equipment size, rating etc of WTP/STP, Pumping Stations & water supply mechanical equipment. • Experience in installation and O&M of equipment at WTP/STP, Pumping Stations & water supply mechanical equipment 	<ul style="list-style-type: none"> • Design of mechanical components • Appraisal of subprojects having mechanical component ; • Assist Procurement • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
Electrical and Instrumentation Specialist	<ul style="list-style-type: none"> • Graduate electrical/ Instrumentation engineer • 7 years experience in water and sewerage electro mechanical field • Experience in design of equipment size, rating etc of WTP/STP, 	<ul style="list-style-type: none"> • Design of Electrical/ Instrumentation components • Appraisal of subprojects having Electrical/ Instrumentation component ; • Assist Procurement

	<p>Pumping Stations & water supply mechanical equipment.</p> <ul style="list-style-type: none"> • Experience in installation and O&M of equipment at WTP/STP, Pumping Stations & water supply mechanical equipment 	<ul style="list-style-type: none"> • Oversee contract management and performance monitoring of the contractors • Ensuring the construction activities are implemented as per design in field; • Assist in preparation of Project Completion Report
<p>Urban Infrastructure Designer</p>	<ul style="list-style-type: none"> • Graduate in Civil Engineering with Post Graduation in Urban and Regional Planning or equivalent will be preferred. • 7 years Experience in preparation of city development plans/ city master plans for medium towns • Out of which 4 years experience in urban design like redevelopment of roads, signages, junction improvement, beautification of cityscape 	<ul style="list-style-type: none"> • Study the ULBs and develop unique urban design strategies for implementation, which will showcase the city's uniqueness • Develop implementation designs • Oversee the implementation of the projects

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

As a minimum, following are the deliverables:

- **Inception Report** in 30 days time of mobilization of consultant containing approach, methodology, work plan and staffing schedule for the project activities and schedule for deliverables;
- **Service Level Improvement Plan (SLIP)** of the ULB including City-wide Concept Plan which forms the basis of SLIP.
- **State Annual Action Plan (SAAP)** for the State, which is basically a State level service improvement plan indicating the year-wise improvements in basic services for onward forwarding to MoUD.
- **Draft DPR (Detailed Project Report)** including engineering feasibility study, survey and investigation reports, detailed design and drawings, social and environmental safeguard documents, economic and financial analysis and subproject appraisal report.
- **Final DPR** design reports supported by field/ lab investigations; population projections, detailed designs and drawings; costs estimates, rate analysis and take off sheets, and compliances over draft DPR observations.
- **Bid Document for each contract package**
- **Monthly Contract Performance and Management Reports** using PMIS/ Project Management IT tools for each contract during entire program period.
- **Contract Completion Reports** for each project package..
- **Quarterly and Yearly Progress Reports**
- Any other reports as required by State / ULBs.
- All reports will be submitted to State / ULBs in agreed time frame.

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

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

9. Payment Schedule

5% of the Contract Value will be paid in advance, if so desired, on submission of Bank Guarantee of the amount equal to 110% of the advance sought by the Consultant. The validity of the Bank Guarantee shall be until the completion of the contract.

The First instalment of recovery shall be effected form each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall

be effected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts.

(ii) Remuneration of Personnel as indicated in financial proposal submission Form **Fin 3**, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan, but as per actuals.

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

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

Section – 6

Standard Form of Contract

STANDARD FORM OF CONTRACT

Consultants' Services

Contents

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

CONTRACT FOR CONSULTANCY SERVICES

Between

Andhra Pradesh Urban Finance and Infrastructure Development Corporation]

and

[Name of the Consultant]

Dated:

I Form of Contract

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

This CONTRACT (hereinafter called the “Contract”) is made on this day of _____ 201__], between, on the one hand, the Andhra Pradesh Urban Finance and Infrastructure Development Corporation (hereinafter called the “Client and or Employer”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]*

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Staffing Schedule

Appendix D: Breakdown of Contract Price

Appendix F: Duties of the Employer

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.
 - (c) Notwithstanding anything contained in this Contract and its Appendices, the Employer shall have the right to regroup the cities within the same Region before the Effective Date without any additional liability of whatever nature on its part and the decision of the Employer will be final and binding in this regard.

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

For and on behalf of Andhra Pradesh Urban Finance
and Infrastructure Development Corporation

[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:]*

General Conditions of Contract (GC)

1. General Provisions

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

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being in force.
- (b) “Consultant” means the Second Party hereto
- (c) “Contract” means this Contract signed by the Parties and all the attached documents listed in its Clause 1. that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” means these General Conditions of Contract.
- (h) “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 and “Members” means all these entities.
- (k) “Party/Parties” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

- (m) “Reimbursable expenses” means all assignment-related costs as specified and quoted in the Financial Proposal submitted by the Consultant.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “Third Party” means any person or entity other than the “Employer” and the Consultant.
- (r) “In writing” means a communication in written form with proof of receipt.

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

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

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

1.5 Notices

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

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

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

1.7 Authority of Lead Partner: Deleted

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

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

1.10 Fraud and Corruption

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

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” mean a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

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

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

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultant shall declare that no commissions or fees have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the

Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Parties is required.

2.7 Force Majeure

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

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

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

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

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

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

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

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

(i) Demobilize; or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on 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 fifteen (15) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

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

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

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under

this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

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

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

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

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

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

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

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer or if so required by the Employer by the Consultant as the case may be.

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

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

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

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

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

3.9 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 or handover 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 15 days, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Employer's written approval.

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

4.3 Approval of Personnel: The Key Personnel and support personnel listed by title as well as by name in Appendix C, are approved by the Employer. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs). If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Employer.

4.4 Removal and/or Replacement of Personnel: (a) Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person with equivalent or better qualifications than the original. In case a replacement is sought for the 2nd time even with the same competencies, 5% of remuneration will be deducted as penalty.

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

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

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

(b) Professional and support counterpart personnel, excluding Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the

replacement of such member, and the Employer shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

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

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

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

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

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

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

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release 70% of the payment due to the consultant without further delay.

(c) Final Payment : The final payment as specified in SC 12 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the Employer, within such ninety (90) day period, gives written notice to the Consultant specifying in detail any deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make necessary corrections, and thereafter the foregoing process shall be repeated.

Any amount, which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be refunded by the Consultant to the Employer within thirty (30) days after receipt by the Consultant of such notice thereof. Any such claim by the Employer for refund must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

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

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

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

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

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned hereunder.

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

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

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

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

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

9. Liquidated Damages

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

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

10. Miscellaneous provisions:

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

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

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

(iv) Each member of the Consultant, in case of a consortium, if applicable, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services under the Contract.

- (v) The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequence of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- (vii) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, 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.

12. Performance Security

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

III. Special Conditions of Contract

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

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>1 “Employer”: Andhra Pradesh Urban Finance and Infrastructure Development Corporation, Government of Andhra Pradesh</p> <p>Attention : Managing Director</p> <p>Facsimile:</p> <p>2 Consultant :</p> <p>Attention :</p> <p>Facsimile :</p>
2	1.7	<p>{Lead Consultant is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer”:APUFIDC, Government of Andhra Pradesh</p> <p>For the Consultant:</p>
	1.9	<p>(a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & 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>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
4	1.10.3	Not Applicable
4	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 programme before effectiveness of the contract.
5	2.2	The time period shall be one month
6	2.3	The time period shall be 15 days
7	2.4	The time period shall be 48 Months
8	3.4	Limitation of the Consultants’ Liability towards the “Employer” (i) The ceiling on Consultant’s liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.
9	3.5	The risks and the insurance coverage shall be as follows: a.) Third Party motor vehicle liability insurance as required under India’s Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy; b.) Third Party liability insurance, with a minimum coverage of [insert amount and currency]: Not Applicable c.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy; d.) Employer’s liability and Workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and e.) Insurance against loss of, or damage to (i) equipment purchased in whole or in part with funds provided under this

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity. f.) Any other law/rule as applicable in India.
10	4.6	Not Applicable
11	6.1(b)	The ceiling in local currency is: [insert amount and currency]
12	6.3	(i) 5% of the Contract Value will be paid in advance , if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant. The First instalment of recovery shall be effected form each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be effected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts. (ii) Remuneration of Personnel as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan; (iii) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per Appendix of Financial Proposal – Section 4
13	8.3	The Arbitration proceedings shall take place at Hyderabad/ Vijayawada or at the new capital of Government of Andhra Pradesh as the case may be.
14	8.4	The performance security amount is 2.5% of the contract value

Binding signature of Employer Signed by _____

Binding signature of Consultant Signed by _____

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

In the presence
of (Witnesses)

- 1.
- 2.

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission etc. If no reports are to be submitted, state here “Not applicable.” (will be finalized at the time of negotiations)

APPENDIX C – STAFFING SCHEDULE

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

APPENDIX D – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE “EMPLOYER”

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

Sd/-
Managing Director