



## **Request for Proposal**

**Selection of Project Management Consulting firm for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/block/district in the State of Maharashtra for Nagpur Region**

**RFP Ref No. : WSSD/SWSM/JJM/PMC/Nagpur/08/2021**

**Date: 13<sup>th</sup> April 2021**

**Issued by:**  
**Mission Director**  
**State Water and Sanitation Mission**  
**Water Supply and Sanitation Department**  
1<sup>st</sup> Floor, CIDCO Bhawan, CBD Belapur (South Wing)  
Navi Mumbai – 400 614  
Tel: 022-27562546/27562363

**Disclaimer :-**

a) The Mission Director, Jal Jivan Mission, New Mumbai on behalf of The State Water Supply and Sanitation Mission (SWSM) Maharashtra hereinafter referred to as “ **Client**” has issued this Notice Inviting Request of Proposal (RFP) for **Selection of Project Management Consulting firm for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Nagpur Region.**

b) This RFP has been prepared with intent to invite prospective consulting firms and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this RFP is not an agreement and the purpose of this RFP is to provide the consulting firm(s) with the information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information consulting firms may require. This RFP may not be appropriate for all persons or entities and it is not possible for the Client to consider the investment objectives, financial situation and particular needs of each consulting firm.

c) Client has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. The interested consulting firms are required to make their own inquiries so that they do not solely rely on the information contained in this RFP document in submitting their proposals. This RFP document includes statements, which reflect various assumptions and assessments arrived at by the Client in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each consulting firm may require.

d) This RFP is not an agreement by or between the Client and the prospective consulting firms or any other person and the information contained in this document is provided on the basis that it is non-binding on the Client, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. The Client makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each consulting firm is advised to consider this document as per his understanding and capacity. The consulting firms are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in this document before proposaling. The consulting firms are also requested to go through this RFP document in detail and bring to notice of the Client, any kind of error, misprint, inaccuracies, or omission in the document. The Client reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the project further with any party submitting a proposal.

e) No reimbursement of cost of any type will be paid to persons or entities submitting a proposal. The consulting firm shall bear all costs arising from, associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its proposal.

f) This issue of RFP does not imply that the Client is bound to select and technically qualify proposals or to appoint the selected consulting firm, as the case may be, for the project and it reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

g) The Client may, in its absolute discretion but without being under any obligation to do so, update or amend the information contained in this RFP document before proposal submission deadline.

h) The Client, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP document or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to be part of this document or arising in any way with eligibility of consulting firm for participation in the proposalding process) towards any Applicant or consulting firm or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

i) The Client also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any consulting firm upon the statement contained in this RFP document.

j) Interested consulting firms, after careful review of all the clauses of this 'Notice Inviting Proposal', are encouraged to send their suggestions in writing to the Client. Such suggestions, after a review, may be incorporated into this RFP document as a corrigendum, which shall be uploaded onto the e-tendering website <https://mahatenders.gov.in>.

## **Section -1**

### **Letter of Invitation**

## Letter of Invitation

Reference No. : WSSD/SWSM/JJM/PMC/Nagpur/08/2021

Name of the Department: State Water and Sanitation Mission, Water Supply and Sanitation Department, Government of Maharashtra.

**Title of Consulting Services:** Selection of Project Management consulting firm for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Nagpur Region

Dear Mr. /Ms.:

- 1) State Water and Sanitation Mission, Government of Maharashtra (hereinafter called "Client") is executing centrally sponsored flagship drinking water program named Jal Jeevan Mission in Maharashtra.
- 2) The Client has invited RFP from eligible consulting firms for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Nagpur Region
- 3) More details on the services are provided in the Terms of Reference in this RFP document. You are now invited to submit your proposal as per the attached RFP document.

4) The RFP includes the following documents:

Section 1	-	Letter of Invitation
Section 2	-	Information to Consultants (including Data Sheet)
Section 3	-	Technical Proposal – Standard Forms
Section 4	-	Financial Proposal – BOQ format
Section 5	-	Terms of Reference
Section 6	-	Standard Forms of Contract

Yours Sincerely,

**R.Vimala IAS**  
**Mission Director**  
**State Water and Sanitation Mission**

## **Section – 2**

# **Instructions to Consultants**

## Instructions to Consultants

### Part - I

#### Standard

#### 1. Definitions

- 1.1. "**Client**" means the Mission Director, Jal Jeevan Mission, State Water and Sanitation Mission, Water Supply and Sanitation Department, Government of Maharashtra, who has invited the bid for consultancy services and with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- 1.2. "**SWSM**" means Water Supply and Sanitation Organization, GoM.
- 1.3. "**Consultant**" means any entity or person or associations of persons who are eligible to submit their proposals that may provide or provides requisite Services to the Client under the Contract.
- 1.4. "**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.
- 1.5. "**Project specific information**" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- 1.6. "**Day**" means calendar day.
- 1.7. "**Government**" and '**GoM**' means the Government of Maharashtra.
- 1.8. "**Instructions to Consultants**" (Section 2 of the RFP) means the document which provides short-listed Consultants with all information needed to prepare their proposals.
- 1.9. "**LoI**" (Section 1 of the RFP) means the Letter of Invitation to interested consultant.
- 1.10. "**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 have their domicile outside India; "Domestic Personnel" means such professionals and support staff who at the time of being so provided have their domicile in India.
- 1.11. "**Proposal**" means the Technical Proposal and the Financial Proposal.
- 1.12. "**RFP**" means the Request for Proposal prepared by the Client for the selection of Consultants,
- 1.13. "**Assignment / job**" means the work to be performed by the Consultant pursuant to the Contract.
- 1.14. "**Sub-Consultant**" means any person or entity with which the Consultant subcontracts any part of the Assignment/job.
- 1.15. "**Terms of Reference (ToR)**" means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, **respective responsibilities of the Client and the Consultant**, and expected results and deliverables of the Assignment/job.
- 1.16. "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members

of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

## **2. Introduction**

- 2.1 The Client named in the Part II of Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Part II of Data Sheet.
- 2.2 The name of the assignment/Job has been mentioned in the Part II of Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals have been given in the Part II of Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting assignment named in the Part II of 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 and before submitting their Proposals.
- 2.6 The Client will provide at no cost to the Consultants the inputs and facilities specified in the Part II of Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants

## **3. General Guidelines for Online Submission**

- 3.1 E-tendering process will be conducted through <http://mahatenders.gov.in> the e-tendering portal of Government of Maharashtra.
- 3.2 To participate in e-tendering, the intending consultants shall register themselves in the website of <http://mahatenders.gov.in>. Detail information for registration and submission of offers through e-tendering process are available in Consultants Manual kit in the website <http://mahatenders.gov.in>. There is no charge for registration for consulting firms.
- 3.3 RFP document is available on <http://mahatenders.gov.in> without any cost
- 3.4 The date and time for online submission of proposals shall be strictly followed in all cases. The consulting firm should ensure that their proposal is submitted online before the expiry of the scheduled date and time. **No delay on account of any cause will be entertained.**
- 3.5 Proposals not submitted online will not be entertained. Proposals submitted without two Proposal systems and by without e-tendering (<http://mahatenders.gov.in>) procedure shall be rejected.
- 3.6 If for any reason, any interested consulting firm fails to complete any online stages during the complete tender cycle, department shall not be responsible for that and any grievance regarding that shall not be entertained.
- 3.7 Proposal shall be submitted in two Envelopes i.e. Technical Bid in Envelope-1 & Price Bid in Envelope-2 through e-Tendering procedure on <http://mahatenders.gov.in> portal only (Technical Bid and Price Bid collectively shall be referred to as "Proposal").



3.8 The consulting firm should obtain the required digital signature for submission of online bid.

#### 4. Minimum eligibility Criteria:

Intending consulting firm should fulfill following all eligibility criteria

- a) Should be a Proprietary firm / Partnership firm / Private Limited / Limited Company /Corporate body legally constituted or Limited Liability Partnership Firm and should be registered with the appropriate registration authority in India.
  - (i) Joint venture firms are also eligible provided that they should submit notarized agreement on Rs. 500 non-judicial stamp paper.
  - (ii) An individual consulting firm cannot be joint Venture for more than one firm for this tender and cannot participate individually (if the firm is member of joint venture) for this tender.
- b) Should have at least TEN years of working experience in Water Sector as a PMA/PMC / PMU /Construction Supervision/SQC/ Independent Verification Agency/Third Party Inspection for any Government/ semi Government / Public sector unit / Local statutory bodies.
- c) Should have minimum financial average annual turnover of Rs. 7 Cr in Three Financial year FY 2019-20, 2018-19 & FY 2017-18 based on audited financial statements.

*Note: In case of Joint Venture, the lead member should fulfil more than 50% of turn over criteria*

- d) Should have positive net worth in each Financial Years (i.e. FY 2019-20, 2018-19 & FY 2017-18) based on audited financial statements.

*Note: In case of Joint Venture, both the consulting firms should have positive net worth*

- e) Should fulfill any one of the following experience criteria from April 2013 onward.
  - 1) Should have completed consultancy services in similar water supply scheme /project total costing not less than Rs. 307 Crore for any Government/ semi Government / Public sector unit / Local statutory bodies' in maximum **THREE** assignments out of which at least ONE should be completed in Maharashtra .
  - OR
  - 2) Should have completed similar water supply scheme /project for any Government/ semi Government / Public sector unit / Local statutory bodies' for total consultancy fee not less than Rs. 10 Crore in maximum **THREE** assignments out of which at least ONE assignment should be completed in Maharashtra.
- f) The consulting firm should have registered with Goods and Service Tax

Note:

1. Similar water supply scheme/project should include Survey, preparation of DPR, Hydraulic design, Construction Management in water supply scheme, Construction Supervision, Quality Assurance etc.

2. For this assignment Project Management Consultancy (PMC) / Project Management Unit (PMU) / Project Management Agency (PMA) have same meaning.
3. If the JV firm is selected, in such case JV firm should submit registered JV agreement within two weeks from the date of receipt of letter of intent.

## **5. Amendment of RFP Documents**

At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The amendments shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals, the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## **6. Conflict of Interest**

- 6.1 Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, 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 Client 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.

## **7. Unfair Advantage –Deleted**

## **8. Restrictions on submission of Proposals :**

- 8.1 The Consultant must submit only one proposal. If a Consultant submits or participates in more than one proposal for this RFP such proposals shall be disqualified
- 8.2 If the consulting firm is submitting proposal for more than ONE region, in such case the consulting firm must fulfill the cumulative **criteria 4 c and 4 e**. If a consulting firm fails to prove the cumulative experience and turn over criteria, in such case Client reserves the right to consider those proposals which fulfill the cumulative experience and turnover criteria to that extent and remaining shall be rejected.
- 8.3 There is no restrictions on allotment of number of regions , provided firm should fulfill requirement of clause 8.2

## **9. Proposal Validity**

Consultants' Proposals must remain valid for the period specified in the Part II of Data Sheet 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 Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client 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 remains unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals; under such circumstance the Client shall not consider such proposals of such Consultants for further evaluation.

## **10. Preparation of Proposals**

10.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Client shall be written in English /Marathi/Hindi language, unless specified otherwise.

10.2 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.

10.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- a) The estimated number of Professional staff for the Assignment/project as mentioned in the terms of reference.
- b) Alternative professional staff shall not be proposed and curriculum vita (CV) should be submitted for every individual of key position mentioned.

### **10.4 Technical Proposal(Envelop -1): Documents to be uploaded**

The Technical proposal must be submitted online as per the instructions on the portal and in this RFP. All documents listed below should be uploaded on portal. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the proposal submitted by the consulting firm. Technical Proposal should be submitted in the format provided in Section-3.

1. Form -1: Letter of Proposal submission.
2. Form -2 : Information about Consultant's Firm (separate for each Joint venture firm)
3. Form -3 A: Experience of the Consulting Firm as PMA/PMC/PMU etc. along with relevant documents.
4. Form -3 B: Similar experience of the Consulting Firm in Water Supply Project along with the relevant documents
5. Form -3 C: Assignment / Project Details
6. Form - 4: Financial Turnover and net worth Certificate issued by CA.
7. Form -5 : Team Composition and Task Proposed to Assign
8. Form -6 : Curriculum Vitae For Proposed Professional Staff
9. Form -7 : Declaration and Undertaking on Blacklisting

10. Form-9 : Description of Approach, Methodology for Performing the Assignment/Job
11. Form-10 : If bid submitted in Joint Venture
12. Form 11 : Bank Guarantee (if EMD made in the form of BG)
13. Consulting firm's registration certificate
14. Consulting firm GST certificate.
15. MSME /NSIC registration certificate (consulting firm if claiming exemption in EMD. For JV it is mandatory to submit for both the firms)

Note: The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be rejected.

#### **10.5 Financial Proposal:**

The Financial Proposal shall be submitted online in BOQ format in percentage (%) of the total project cost which includes all costs associated with the Assignment/project including remuneration of staff including all statutory obligations, reimbursable expenses, office expenses and other expenses required to complete the assignment but excluding GST . Actual GST will be paid by Client on submission of invoice. Project cost means the cost of the project finally approved.

*The consulting firm will get consultancy charges on actual cost of the each project. The consulting firm has to quote their consultancy fee in % against the approximate estimated project cost mentioned in BOQ. Consulting firm has to click on select option. Under this this tab, two options are available. Only select Excess (+) option (if consultancy firm selected option Less (-) shall be rejected) and then quote consultancy fee in figure which will automatically reflected as %. This quoted figure (%) shall be considered as financial quote for consultancy fee. The gross value appeared shall not be considered as consultancy fee.*

#### **11. Pre-Proposal Meeting**

The Client will convey a pre-proposal meeting for queries, if any, by the prospective consulting firms. The date, time and place of the meeting are specified in the Part II of Data Sheet. The representatives of the consulting firms may attend pre-proposal meeting at their own cost. The purpose of the pre-proposal meeting is to provide a forum to the consulting firms to clarify their doubts / seek clarifications or additional information, necessary for them to submit their proposal. The consulting firms shall send their pre-proposal queries on [procurement.maharashtrajjm@gmail.com](mailto:procurement.maharashtrajjm@gmail.com) in the format provided in this RFP on or before pre-proposal scheduled date and time specified in the data sheet. Only one representative of consulting firm shall be allowed to participate on production of an authority letter from the consulting firm. The response to the queries received in writing on or before scheduled pre-bid meeting date and time will be published on <https://mahatenders.gov.in>. No telephonic queries will be entertained. This response of the Client, against the Pre-proposal queries, shall become integral part of RFP document.

**Note: In the wake of COVID -19 pandemic, if Government imposes further restrictions on Movement and physical presence in Government offices, in such scenario , online**

pre-bid meeting may be conducted. In this regard, interested firms are requested to frequently visit <https://mahatenders.gov.in> , [www.water.maharashtra.gov.in](http://www.water.maharashtra.gov.in) , [www.wssso.in](http://www.wssso.in) for any updates.

## **12. Proposal Processing Fee and Earnest Money Deposit (EMD):**

### **12.1 Proposal Processing Fee:**

The Consultant shall pay non-refundable proposal processing fee specified in the Part II of Data Sheet via online payment gateway available on online e-tendering portal.

### **12.2 Earnest Money Deposit (EMD):**

The Consultant shall pay EMD amount specified in the Part II of Data Sheet via online payment gateway available on online e-tendering portal. Earnest Money Deposit may be submitted in the form of Bank Guarantee. The original Bank Guarantee must be delivered to SWSM office within 4 days from the date of opening of the technical bids failing which the bid shall be summarily rejected.

*Exemption in submission of EMD is available for the MSEs registered under MSME act/NSIC and having valid registration certificate. Exemption is applicable for Joint venture firms only when both the firms are MSEs and should be registered with MSME or NSIC.*

- a. No interest shall be payable by the Client for the sum deposited as earnest money deposit.
- b. The EMD of the unsuccessful consulting firms would be returned back within one month of signing of the contract with successful consultant
- c. In the case of the Selected Consultant, EMD shall be retained till it has provided a performance Security under the Contract.
- d. The Selected Consultant's EMD will be returned, without any interest, upon the selected consultant signing the Contract and furnishing the Performance Security. EMD will not be adjusted against the amount of Performance security to be furnished under the contract.
- e. The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Proposal Documents and/ or under the Contract, or otherwise, under the following conditions:
- f. If a Consulting firm engages in a corrupt practice, fraudulent practice, coercive/collusive practice, undesirable practice or restrictive practice as specified in Clause 10 (Section-6 Part-II) of the General Conditions (GC) of Contract;
- g. If a Consulting firm withdraws its bids during the period of Bid validity as specified in this RFP;
- h. In the case of Selected Consultant, if it fails within the specified time limit:
  - (i) To sign and return the duplicate copy of LOI; or
  - (ii) To sign the Contract; or
  - (iii) To furnish the Performance Security within the period prescribed thereof in the Contract; or
  - (iv) In case the Selected Consulting firm, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.

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

- 13.1 The proposal 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.
- 13.2 An authorized representative of the Consultants shall initial all pages of the Technical Proposal. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.
- 13.3 The Technical and Financial Proposal must be strictly submitted through online e-tendering portal on/before final submission date of proposal. No Physical Submission of the Proposal will be accepted by the Client.
- 13.4 The Proposal submitted by the consultant shall be straightway rejected without any intimation if the Technical Proposal contains any information/any kind of intimation related to financial proposal.
- 13.5 The Client shall not be responsible for delay/non encryption of submitted data/any issue with the online submission of portal.

### 14 Opening of Technical Proposal :

Technical documents of the consulting firms will be opened online through- e tendering in the presence of the Consultants' representatives who wish to attend as per the scheduled date and time.

### 15. Evaluation of Technical Proposals

15.1 The Client has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process. The evaluation of the technical proposal will be carried out in following two stage:

- a) Stage 1: Technical documents will be initially scrutinized based on the Minimum Eligibility Criteria mentioned in clause 4. Consulting firm not fulfilling any of the eligibility criteria shall be rejected.
- b) Stage 2: The consulting firms who will fulfill minimum eligibility criteria mentioned in clause 4 and will be further evaluated based on documents submitted by the consultant as per the following marking criteria.

Sr. No.	Criteria	Marking Criteria	Maximum Marks
1	Average Annual Turnover for Last 3 years (in Cr) FY 2019-20 , 2018-19 & FY 2017-18.	<ul style="list-style-type: none"><li>Rs. 7 Crore:- 10 Marks &amp; Above Rs. 7 crore:- 10+ 1 Mark for each next Rs. 1 crore subject to max 20 marks</li></ul>	20
2	No of years' experience in the field of Providing Project Management Services for any Government/ semi Government / Public sector unit / Local statutory bodies.	<ul style="list-style-type: none"><li>10 Years :- 10 Marks &amp; Above 10 years :- 10+ 1 Mark for each year subject to max 15 marks</li></ul>	15
3*	Total cost of similar water supply scheme /project completed by the consulting firm for any Government/	<ul style="list-style-type: none"><li>Total cost of the Projects Rs. 307 Cr. :- 10 Marks</li><li>Above Rs. 307 Cr. :-10+ 1 Mark for next Rs. 33 Cr.</li></ul>	25

Sr. No.	Criteria	Marking Criteria	Maximum Marks
	<p>semi Government / Public sector unit / Local statutory bodies' in maximum THREE assignments.</p> <p style="text-align: center;">OR</p> <p>Total value of consultancy fee received by consulting firm for completing similar water supply scheme /project completed for any Government / semi Government / Public sector unit / Local statutory bodies' in maximum THREE assignments.</p>	<p>subject to max 25 marks</p>	
		<p>Total value of the consultancy fee</p> <ul style="list-style-type: none"> <li>• Rs. 10 Crore : 10 Marks</li> <li>• Above Rs. 10 Crore: 10+ 2.5 marks for each Rs. 2 Cr. Subject to maximum 25 Marks</li> </ul>	25
4	<p>Total cost of similar water supply scheme/ project completed by the consulting firm in Maharashtra for any Government/semi Government / Public sector unit / Local statutory bodies</p> <p style="text-align: center;">OR</p> <p>Total value of consultancy fee received by consulting firm for completing similar water supply scheme /project completed in Maharashtra for any Government/ semi Government / Public sector unit / Local statutory bodies</p>	<p>Total cost of the Projects Rs. 31 Cr. :- 5 Marks</p>	5
		<p>Total value of the consultancy fee Rs. 1 Cr.: 5 Marks</p>	5
5	Approach and Methodology	Description of Approach, Methodology for Performing the Assignment/Job	10
6	Proposed Team of Key Professionals	<p>Marks distribution</p> <p><b>1. Regional Team Co-ordinator - 10 Marks</b></p> <p>Mark distribution :</p> <p>15 years' experience in water sector : 5 Marks</p> <p>above 15 years 1 marks for each next year. Subject to maximum 10 marks</p> <p><b>2. Team Leader- 15 Marks</b></p> <p>Mark distribution :</p> <p>10 years' experience in water sector : 1 Mark for each team leader</p> <p>above 10 years 1 marks for each next 2 years (max 2 marks for</p>	25

Sr. No.	Criteria	Marking Criteria	Maximum Marks
		each team leader) . Subject to max. 15 marks	
	Total Marks		100

*\* there are two options available, in such case if the consulting firm submitted details for both the options in such case higher marks will be considered for calculation*

15.2 Consulting firm scoring minimum 75 marks out of 100 in technical evaluation based on the above mentioned marking system shall be declared as technically qualified.

*Note: Technical and financial credentials of participating firm shall be only considered*

## 16 Opening of Financial Proposal :

After the completion of technical evaluation, the Client will notify successful consultants that they have secured the minimum qualifying mark (i.e. 75 marks out of 100 in technical evaluation as per the clause 15.2) , indicating the date and time for opening the Financial Proposals. Financial proposals of qualified consulting firms will be opened online through- e tendering in the presence of the Consultants' representatives who choose to attend.

## 17 Method of Selection:

- a) The selection shall be based on two-stage tendering process i.e., Technical qualification followed by evaluation of financial proposals, on a **“Quality and Cost Based Selection (QCBS)”** with Technical component and Financial component in the ratio specified in clause 4 of Part II of Data sheet in Section-2.
- b) The consultant who scores (Technical) min 75 marks out of 100 marks as stated above shall be qualified and included in the short list for opening and evaluation of their financial proposals
- c) After the completion of technical evaluation, the Client shall notify successful consultants that they have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.
- d) The Financial Proposals shall be opened online publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- e) For financial evaluation, the percentage (%) of the estimated cost indicated in the Financial Proposal shall be considered. The percentage (%) indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services.
- f) In order to allow comparison of financial proposal on a common basis, each financial proposal will be carefully scrutinized and total price shall be determined. The score for each financial proposal is inversely proportional to its total price. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial score (Sf) of other financial proposal will be computed as under.



Formula for determining the financial scores:

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

The weights given to the Technical (T) and Financial (P) Proposals are:

**T = 0.80, and P = 0.20**

**g) Combined and final evaluation:**

For this QCBS (Quality & Cost Based Selection) evaluation, the lowest evaluated Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as under.

$$S = S_t \times T\% + S_f \times P\%.$$

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

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

**18. Negotiations**

- 18.1 If required, Technical / Financial Negotiations will be held at the date, time and address intimated to the selected consulting firms. The invited consulting firm will, as a pre-requisite for attendance at the negotiations, confirm availability of all proposed staff.
- 18.2 **Availability of Professional staff/experts:** Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client 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. In such case proposed substitute shall have equivalent or higher 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 . 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. Regional team coordinator and team leader shall not be change during the contract period.

**18.3 Conclusion of the negotiations:** Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initiate the agreed Contract. If negotiation fails, the Client reserves the right to negotiate with the next firm with second lowest financial proposal.

#### **19. Award of Contract**

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

19.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within the time specified in the Part II of Data Sheet.

19.3 The Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part II of Data Sheet.

19.4 Client reserves the right to select more than one consulting firm and distribution of districts if the next ranked consulting firms agree to match % quoted by the selected consulting firm if it is higher than H1 consulting firm.

#### **20. Performance Guarantee (PG)**

20.1 The selected consulting firm should submit performance security/guarantee within the time and amount specified in the Part II of Data Sheet from the date of Letter of Intent (LOI) issued by Client in the form of Bank Guarantee / demand draft issued by Nationalized /scheduled Banks in India .

20.2 The selected Consulting firm shall submit the Bank Guarantee for Performance Guarantee for duration of assignment.

20.3 **Refund of PG:** The PG shall be refunded within six months from the date of successful completion of the contract

20.4 **Forfeiture of PG:** PG shall be forfeited in the following cases:

a) When any terms and condition of the contract is breached.

b) When the selected Consulting firm fails to commence the services or fails to provide deliverables after partially executing the service.

20.5 Selected consulting firm has to follow the working hours, working days and Holidays of Government of Maharashtra. However, resource shall be available on a holiday if so, is required by Client. No extra payments will be made for working on extended hours Saturdays/ Sundays/Holidays to meet the committed/required time schedules.

#### **21. Liquidity Damages**

21.1 The time specified for delivery in the RFP form shall be deemed to be the essence of the contract and the selected consulting firm shall arrange services within the specified period.

21.2 The selected consulting firm shall request in writing to Client giving reasons for extending the delivery period of service, if the firm finds their firm unable to complete supply of service due to extraordinary circumstances within the stipulated delivery period. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before

expiry of stipulated period of delivery of service after which such request shall not be entertained.

21.3 Client shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and grants extension with or without liquidated damages.

21.4 If Client agrees to extend the delivery period/schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.

21.5 It shall be at the discretion of Client to accept or not to accept the supply of services rendered by the selected consulting firm after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. Client shall have right to deduct the liquidated damages @Rs.10000/- per day per project delayed or may terminate the contract.

21.6 If Client is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period

21.7 Delivery period may be extended if the delay is on account of hindrances/Act of God beyond the control of the consulting firm.

21.8 Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected consulting firm shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

## **22. Penalty Clause:**

The selected consulting firm shall render services strictly adhering to the mentioned activities in annexure in the contract. Any delay in achieving the milestones except approved by Client in writing shall attract a penalty of 1.0% of total value of contract value /work order issued by concern per week of the delayed services subject to a maximum of 10.0 % of the value of contract value . If the delay is beyond 30 days, then client has the right to issue the termination notice. The amount shall be recovered from the bill due or from the performance security.

## **23. Assignment Period :**

The assignment would be initially for a period specified in the clause 12 of Part II of Data Sheet. The period could subsequently be extended for a further as per the need of the Jal Jeevan Mission and on mutual agreement between *Client and Consulting firm*. *The consulting firm has to manage all projects within stipulated period including defect corrections.*

**24. Confidentiality :**

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 Client's anti- fraud and corruption policy.

## Instructions to Consultants

### Part-II

#### DATA SHEET

ITC Clause No	Particulars	Details
1.1 & 2.1	Name of the Client:	Mission Director , State Water and Sanitation Mission , Water Supply & Sanitation Department, Government of Maharashtra , 1 <sup>st</sup> Floor, CIDCO Bhavan, SouthWing, CBD Belapur, Navi Mumbai. 400614. Tel. No. 022-2756 2363, 2756 2546 E-mail: procurement.maharashtrajjm@gmail.com
1.3	Bid Invited from	Bids are invited from consulting firms individually or in joint venture. Consulting firms should be registered in India.
2.2 & 2.4	Name of the Assignment/job is:	Selection of Project Management Consulting firm for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Nagpur Region
2.3 & 13.3	Date & Time for online Submission of Proposal	Submission Start Date: 13/04/2021 Time: 11.00 Hrs. Submission End Date: 6/5/2021 Time: 17.00 Hrs. Mode of submission : via online e-portal: <a href="http://mahatenders.gov.in">http://mahatenders.gov.in</a>
2.6		The Client will provide to the Consultant access to related information may be required for performing the assignment
9	Validity of Proposal	Upto 120 days from date of Submission
10.5		The formats of the Financial Proposal to be submitted are: Financial bid should be uploaded in BOQ format
11	Pre-Bid Meeting	Date: 23/04/2021 Time: 11.30 Hrs. Place: State Water and Sanitation Mission, Govt. of Maharashtra, South Wing, 1st Floor, CIDCO Bhavan, CBD Belapur, Navi Mumbai. 400614.
12.1	Bid Processing Fee:	Rs. 35, 400(inclusive of GST) payable via online payment gateway available on online e-tendering portal.
12.2	Earnest Money Deposit (EMD)	Rs. 9,00,000/-payable via online payment gateway available on online e-tendering portal or in the form of Bank Guarantee
14	Online opening of Technical Proposals	Date : 7/5/2021 Time: 17.00 Hrs.
16	Opening of Financial Proposal	SWSM will inform date and time of online opening of financial proposals to the qualified consulting firms
17	Mode of Selection:	QCBS Method with following weightage Technical: <b>80</b> and Financial: <b>20</b>
19.2	Signing of the contract	Within one week from the date of letter of intent.
19.3	Commence the Assignment/job	Within 2 weeks from the date of letter of intent
20	Performance Guarantee	Performance guarantee will be @5% of the contract value out of that 2.5% should be submitted within 2 weeks from the date of receipt of letter of intent and balance 2.5% will

ITC Clause No	Particulars	Details
		be recovered from first two running bills in equal instalment
23	Assignment Period	48 (Forty eight ) Month

Annexure - A

**Abstract of in village (SVS) PWS Scheme works**

<b>Sr.No.</b>	<b>District</b>	<b>Appr. No. of Schemes</b>	<b>Estimated Cost in Cr.</b>
1	Nagpur	690	262
2	Wardha	114	43
3	Bhandara	383	77
4	Gondia	83	42
5	Chandrapur	674	191
6	Gadchiroli	887	151
	<b>Nagpur Region</b>	<b>2831</b>	<b>766</b>

**Note:**

**The above estimated cost and number of schemes are tentative and may be vary during actual execution of work**

## **Section - 3**

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



**Letter of Proposal Submission**

**(on firm's letter head)**

Date:

To:  
Mission Director  
Jal Jeevan Mission  
State Water and Sanitation Mission  
1<sup>st</sup>Floor, CIDCO Bhawan,  
CBD Belapur (South Wing)  
Navi Mumbai – 400 614

Sub: Submission of proposal for Selection of Project Management Consulting firm for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Nagpur Region

Dear Sir/ Madam:

We, the undersigned, offer to provide the consulting Assignment/Project 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 for the NAGPUR REGION which includes this Technical Proposal, and a Financial Proposal online.

We hereby declare that all the information and statements submitted in this Proposal are true to best of our knowledge and we also accept that any misleading information may disqualify our proposal

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 10 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal of the firm

**Information about Consultant's Firm  
(On firm's letter head)**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1	Name of the Consulting Firm	
2	Postal Address	
3	Contact Details, Telephone, Email address	
4	Year of Establishment	
5	Nature of Company Proprietorship/ Partnership/ Private Ltd. etc.	
6	Name of the Director /Partners /Proprietor	
7	Registration with Tax Authorities	GST PAN/TAN
8	Details of registration of firm with Govt. Organisation	Registration No
9	Firm turn over for last 3 years i.e. for FY 2017-18, 2018-19,2019-20	
10	Firm net worth for last 3 years i.e. for FY 2017-18, 2018-19,2019-20	
11	Details of litigation involved during execution of contract in the past 7 years	
12	Details of civil suit, if any, that arose during execution of contract in the past 7 years	

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of the firm

Note: please give details of both the firms in case of Joint venture

## Experience of the Consulting Firm (on firm's letter head)

Please mention details as per the clause 4 (b)

Sr. No	Name and Address of Client	Name of Water supply Project	Project Location	Consultancy Services provided individually or in Joint Venture?	Project Cost for which consultancy services provided in Rs. Cr.	Total Cost of Consultancy services in Rs. Cr.	Consultancy service Start Date	consultancy service Completion date as per contract	Actual date of completion	Actual cost of consultancy services received	Document page No
1											
2											
3											
.											
n											
					Total						

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of the firm

*Note: It is mandatory to submit work order/ contract document **along with** the Completion certificate duly signed / counter signed by the officer not below the rank of superintendent engineer or equivalent rank shall be submitted for the each claimed assignment/ project. Failing which proposal shall not be evaluated and rejected. Please provide details carefully as marks are allotted based on the information provided above and supporting documents*

*Note: please submit details of both the firms in case of Joint venture*

## Experience of the Consulting Firm (on firm's letter head)

Please mention details as per the clause 4 (e)

Sr. No	Name and Address of Client	Name of Water supply Project	Project Location	Consultancy Services provided individually or in Joint Venture?	Project Cost for which consultancy services provided in Rs. Cr.	Total Cost of Consultancy services in Rs. Cr.	Consultancy service Start Date	consultancy service Completion date as per contract	Actual date of completion	Actual cost of consultancy services received	Document page No
1											
2											
3											
.											
n											
					Total						

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Seal of the firm

*Note: It is mandatory to submit work order/ contract document **along with** the Completion certificate duly signed / counter signed by the officer not below the rank of superintendent engineer or equivalent rank shall be submitted for the each claimed assignment/ project. Failing which proposal shall not be evaluated and rejected. Please provide details carefully as marks are allotted based on the information provided above and supporting documents*

*Note: please submit details of both the firms in case of Joint venture*

**Assignment / Project Details**

*[Using the format below, provide information on each assignments mentioned above for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out similar consulting services to the ones requested under this assignment.]*

Name and Address of Client:	
Assignment name:	
Approx. value of the Project :	
Assignment Location :	
Duration of assignment (months):	
Total No. of staff-months of the assignment:	
Approx. value of the consultancy services provided by your firm under the contract:	
Consultancy Service Start date (month/year):	
Consultancy Service Completion date (month/year):	
Name of Joint Venture/ associated Consultants along with % of share if any:	
Brief description of Project:	
Scope of services rendered by the consulting firm :	

Authorized Signature of Consulting firm [In full and initials]:

Name and Title of Signatory:

**Date:****Financial Capacity of the Consulting firm(on CA's letter head)****TO WHOMSOEVER IT MAY CONCERN**

This is to certify that M/s. (name of consulting firm) is having registered office at (detailed office address). The turnover and net worth of the (name of consulting firm) from the business of providing consultancy services for the three financial year based on the audited financial Statement is as under.

<b>Sr. No.</b>	<b>Financial Year</b>	<b>Turnover in Rs. Crore</b>	<b>Net worth in Rs. Crore</b>
1	2017-18		
2	2018-19		
3	2019-20		
	Average Turnover		

The above information/figures are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of RFP at any stage, besides liabilities towards prosecution under appropriate law.

Signature of the Chartered Accountant

Name of the Firm

Registration No.

Date:

Place:

(Seal of the Chartered Accountant)

Email id:

Note:

1. Copies of audited balance sheet and profit & loss account for the above financial years need not be submitted at this stage. Client may ask to submit it any time for confirmation. If firm fail to submit required documents within the specified time, in such case said bid shall be rejected.
2. Please submit details of both the firms in case of Joint venture

**Team Composition and Task Proposed to Assign  
(On consulting firm’s letter head)**

**Region:**

**Date:**

**District:**

Sr. No	Proposed Position	Name of Proposed Staff	Education Qualification	Area of Expertise	Position /Task Assigned for this job
1					
2					
3					
4					
5					

Authorized Signature [In full and initials]:

Name and Title of Signatory:

*Note: regional team coordinator and team leader should not be allowed to change during the entire project. In exceptional cases, prior approval of Mission Director SWSM is required for other staff.*

*Please provide above list for each district separately*

## Curriculum Vitae (CV) For Key Proposed Professional Staff

**(ONLY FOR REGIONAL TEAM COORDINATOR AND EACH DISTRICT TEAM LEADER)****Date:**

1	Proposed Position: [For each position of key professional separate form Tech-6 should be prepared]:  Employee. ID. No.
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]:with attested copy of degree certificate
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]:Marathi English Hindi
11	Employment Record: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]: with attested certificates  From [Year] :                      To [Year] :  Client :  Positions held:
12	Detailed Tasks Assigned [List all tasks to be performed under this Assignment/job]
13	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following



	<p>information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]</p> <p>Name of Assignment/job or Project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>
--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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 willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Name of Key Personnel:

Name of Authorized representative of Firm:

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

Date:

Place:

Seal of the firm

(One CV of Regional Team Co-ordinator and one CV for each district Team Leader should be submitted)

**Declaration and Undertaking on Blacklisting**

**(On Rs.100/- non judicial stamp paper duly notarized)**

Date

We certify that in regard to matter other than security and integrity of the country, we have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertaken or which relates to a grave offence that outranges the moral sense of the community.

We hereby declare and confirm that our firm is as on date NOT terminated/blacklisted/debarred in/by any Central Govt./Any State Govt. / Board/ Public sector undertaking of /Any state/central Govt. Organization, Urban Local body and/or its undertaking companies in last five years.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any Director / Manager / Employees.

We hereby irrevocable any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SWSM / MJP / ZP/ DWSM in connection with the Selection Process itself in respect of the above mentioned project.

We do solemnly state that our consulting firm ..... is not black listed by any Central Govt. / State Govt. and its organization / public under takings etc.

This is also to certify that our consulting firm ..... , is not involved in any form of Corrupt and Fraudulent practices in past and will never be involved in future.

I ----- Solemnly state on oath that the contents in this Affidavit are true and correct to the best of my knowledge and belief.

Authorized Signature

[In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address

Seal of firm

**Queries of Consulting Firm  
(On consulting firm letter head)**

Date :

Name of Consulting Firm				
Address of Consulting firm				
Tel:				
Email				
RFP Ref No.				
RFP name				
Sr.	RFP Page No.	RFP Clause No.	Clause details	Queries /Clarification /Request required
1				
2				

Authorized Signature

Name and Title of Signatory:

Name of Firm:

Address

Note: Those Consulting firms, who required any clarification /Queries/ request, should submit on or before pre-bid meeting date and time on email.

**Date**

**(On consulting firm letter head)**

**Description of Approach, Methodology for Performing the Assignment/Job**

*Technical approach, methodology are key components of the Technical Proposal. Consulting firm should submit Technical Approach and Methodology which includes*

*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 details 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.*

Authorized Signature

Name and Title of Signatory:

Name of Firm:

Seal of firm

**JOINT VENTURE AGREEMENT FORMAT**

This agreement of joint venture made and entered into at on this \_\_\_ day of ..... by and between M/s. .... a company incorporated under .....Act and having its Registered Office at ..... (hereinafter called the "Lead Partner" which expression shall include its successors, executors and permitted assigns) and M/s. ....a company incorporated under .....Act and having its Registered Office at ..... (hereinafter called the "Partner" which expression shall include its successors, executors and permitted assigns) for the purpose of providing consultancy services for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for.....Region to State Water and Sanitation Mission , Water supply and Sanitation Department , Government of Maharashtra having its Registered Office at 1<sup>st</sup> Floor, CIDCO Bhavan , Southwing ,CBD Belapur ,Navi Mumbai -400614 (hereinafter called the "Client").

WHEREAS the Client invited bids for providing consultancy services for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for .....Region to State Water and Sanitation Mission , Water supply and Sanitation Department , Government of Maharashtra.

**JOINT VENTURE**

Whereas Parties hereto declare that they agree and undertake to form a joint venture for the purpose of applying consultancy services for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for .....Region to State Water and Sanitation Mission , Water supply and Sanitation Department , Government of Maharashtra, as an integrated joint venture. The J.V. shall be called as "                    Name of joint venture firm                    ".

The parties are not, under this agreement entering into any permanent partnership or joint venture to undertake any contract other than the subject work.

**NOW THIS INDENTURE WITNESSETH AS UNDER**

In consideration of the above, all the Partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Client to the Joint Venture partners, we, the Partners to the Joint Venture agreement do hereby agree that M/s.....shall act as Lead Partner and in charge of the joint venture, for all intents and purpose. And further declare and confirm that we shall jointly and severally be bound unto the Client for the successful performance of the Contract and shall be fully responsible for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for .....Region to State Water and Sanitation Mission , Water supply and Sanitation Department , Government of Maharashtra in accordance with the Contract.
2. That the managing director of the lead partner of the joint venture shall be the manager of the joint venture firm and shall have the power to control and manage the affairs of the joint venture.
3. In case of any breach of the said Contract by the Lead Partner or other Partner of the Joint Venture agreement, the other Partner do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
4. Further, if the Client suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the services in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Client, on its demand without any demur. It shall not be necessary or obligatory for the Client to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner(s).
5. The financial liability of the Partners of this Joint Venture agreement to the Employer, with respect to any of the claims arising out of the performance of non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.
6. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the Partners shall be as delineated in Appendix-I (\*To be incorporated suitably by the Partners) to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Partners under this Contract.
7. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Mumbai shall have the exclusive jurisdiction in all matters arising there under.
8. In case of an award of a Contract, We the Partners to the Joint Venture Agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the Client in the forms acceptable to Client.
9. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Client discharges the same. It shall be effective from the date first mentioned above for all purposes and intents. Partner to these presents before proceeding against or dealing with the other Partner(s).
10. That on behalf of the "joint venture, Lead Partner " shall have the authority to incur liabilities, receive instructions and payments, sign and execute the contract for and on

the joint venture. All payment and under the contract shall be made into the joint venture's bank account.

11. One bank account shall be opened in the name of J.V. to be operated by the individual signatory as mutually decided by the representatives of joint venture partners.
12. That each partners of the J.V. agrees and undertakes to place at the disposal of the joint venture the benefit of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibilities including the provision of information, advice and other assistance required in connection with the work. The share and the participation of the all the partner in the joint venture shall broadly be as follows.

Name of partner	Percentage of shares
-----------------	----------------------

1. <u>Party No.1</u>	
----------------------	--

2. <u>Party No.2</u>	
----------------------	--

13. And all rights, interests, liabilities, obligations, work experience and risks (and all net profit or net losses) arising out of the contract shall be shared or born by the parties in proportion to these share. Each of the parties shall furnish its proportionate share in any bounds, guarantees, sureties required for the work as well as its proportionate share in any working capital and other financial requirements.
14. Any loan/advances shall be shared by the Party No.1 and Party No.2 at the ratio of \_\_\_\_\_ & \_\_\_\_\_ respectively.
15. All funds, finance or working capital required for carrying out and executing the works or contract shall be procured and utilized by the parties as mutually agreed by them.

**Site management:-**

- a. A lead partner of Joint venture partners will manage the execution of the consultancy services on the site. The lead partner shall be authorized to represent the joint venture on site, in respect of matters arising out of or under the contract.
- b. The \_\_\_\_\_ Name of joint venture firm shall be jointly and severally responsible and liable towards the client for the execution of the contract condition.
- c. The joint venture deed shall be registered with the Registrar of partnership firms.
- d. This joint venture agreement shall not be dissolved till the completion of defect liability period as stipulated in the contract document.
- e. This joint venture agreement is deemed to be null and void in case the joint venture firm is not qualified by the client or unsuccessful in the award of work.
- f. That question relating to validity and interpretation on this deed shall be governed by the laws of India. Any disputes in interpretation of any conditions mentioned herein shall be referred to Mission Director, SWSM and his decision in this respect shall be final and binding to both the parties. Neither the obligation of each party hereto performs the contract nor the execution of the work shall stop during the course of this arbitration processing or as a result thereof.
- g. That no party to the J.V. has the right to assign any benefits, obligations or liability under the agreement to any third party without obtaining the written consent of the other partner and employer.
- h. Bank account in the name of the joint venture firm may be opened with any scheduled

or nationalized bank and the representatives of the J.V. partner are authorized to operate upon individually.

- i. That both the parties to the J.V. shall be responsible to maintain or cause to maintain proper books of accounts in respect of the business of the joint venture firm and the same shall be closed as at the end of the every financial year.
- j. That upon closure of the books of account balance sheet and profit and loss account as to that state of affairs of the firms as the end of the financial year and as to the profit or loss made or incurred by the firm of the year ended of that day, respectively shall be prepared and the same shall be subject to audit by a chartered accountant.

### **LEGAL JURISDICTION**

All matters pertaining or to commencing from this joint venture agreement involving the employer shall be subject to jurisdiction of high court of judicature at **Mumbai**.

### **NOTICES AND CORRESPONDENCE**

All correspondence and notice to the joint venture shall be sent to the following address.

\_\_\_\_\_ *(Address)* \_\_\_\_\_  
\_\_\_\_\_

### **SIGNED, SEALED AND DELIVERED**

**BY THE WITH NAME**

**(Name of First Party)**

**(Name of Second Party)**

**WITNESS :-**

**1.**

**2.**



Ref: .....

Date:

**BID GUARANTEE NO:**

To  
Mission Director  
Jal Jeevan Mission  
State Water and Sanitation Mission  
1st Floor, CIDCO Bhawan, CBD Belapur (South Wing)  
Navi Mumbai – 400 614

Dear Sir/Madam,

In accordance with your 'Request for Proposal' (RFP) under your RFP No..... dated .....

M/s..... herein after called the Consulting Firm, having its registered office / head office at .....with the following Directors on their Board of Directors / partners of the firm.

- |        |        |
|--------|--------|
| 1..... | 2..... |
| 3..... | 4..... |
| 5..... | 6..... |

Wish to participate in the said RFP for Selection of Consulting firm for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for .....**region**

As an irrevocable Bank Guarantee against Bid Guarantee for a sum of **Rs. ....../-(Rs. ....)** valid for 120 ( one hundred and twenty) days from ..... (the date of opening of the proposal ) is required to be submitted by the consulting firm as a condition precedent for participation in the said RFP , which amount is liable to be forfeited on the happening of any contingencies mentioned in the RFP documents, we, the ..... Bank at ..... (local address) having our Head Office at ..... guarantee and undertake to pay immediately on demand by Mission Director, Jal Jeevan Mission, State Water and Sanitation Mission, stating that the proposal/bid is revoked during its validity period /the prices are increased unilaterally after the proposal opening and during validity of the offer or the consulting firm have failed or refused to sign the Contract in conformity with their final offer or have failed or refused to furnish Contract Performance

guarantee in the prescribed form or any other clause mentioned in the RFP document the amount of Rs. ..../- (Rs.....only ) without any reservation, protest, demur and recourse. Any such demand by the Mission Director, Jal Jeevan Mission, State Water and Sanitation Mission shall be conclusive and binding on the bank irrespective of any dispute or difference raised by the consulting firm.

This guarantee shall be irrevocable and shall remain valid up to..... If any further extension of this guarantee is required the same shall be extended to such required periods on receiving instruction from M/s ..... on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- a. Our liability under this bank guarantee shall not exceed Rs. ..../-
- b. This bank guarantee shall be valid up to ..... and
- c. We are liable to pay the guaranteed amount only and only if you serve upon us a written claim or demand on or before.....

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this

..... day of ..... at .....

(Signature)

Name in Block Letters

Designation:

Staff Code No:

(Banker's Seal)

*Client Bank Details (for information to consulting firm)*

1. *Bank: State Bank of India*
2. *Branch: (06240)Nagpur Bhavan (Navi Mumbai)*
3. *Account Name: Support Fund-State Water and Sanitation*
4. *Bank Account No: 32558322630*
5. *IFS Code: SBIN0006240*
6. *Account Type : Saving*

## Section - 4

### Financial Proposal only on BOQ format

#### Percentage BoQ

Tender Inviting Authority: Mission Director, State Water and Sanitation Mission, Maharashtra

Name of Work: Selection of Consulting firm for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed By ZP under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Nagpur Region

Contract No:

Name of the Bidder/ Bidding Firm/ Company :					
<b>PRICE SCHEDULE</b>					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUMBER #	TEXT #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Name Of District	Units	Estimated cost of Work in Crore.	TOTAL AMOUNT IN Cr. With Taxes	TOTAL AMOUNT IN CR. In Words
1	2	5	6	54	55
1.01	Nagpur	District	262.000	262.000	INR Two Hundred & Sixty Two Only
1.02	Wardha	District	43.000	43.000	INR Forty Three Only
1.03	Bhandara	District	77.000	77.000	INR Seventy Seven Only
1.04	Gondia	District	42.000	42.000	INR Forty Two Only
1.05	Chandrapur	District	191.000	191.000	INR One Hundred & Ninety One Only
1.06	Gadchiroli	District	151.000	151.000	INR One Hundred & Fifty One Only
<b>Total in Figures</b>				<b>766.000</b>	INR Seven Hundred & Sixty Six Only
<b>Quoted Rate in Figures</b>		<b>Select</b>		<b>0.000</b>	INR Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>			

## **Section - 5**

### **Draft Terms of Reference**

## Draft Terms of References

### **Selection of Project Management consulting firm for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Nagpur Region**

#### **Background**

##### **A) About Jal Jeevan Mission:**

Water is a basic necessity. Lack of assured availability of potable water adversely impacts households and local communities. In the absence of access to potable drinking water at home, families, especially women and young girls are forced to spend lots of time and energy every day in carrying water to their homes. During scarcity, State Governments/ local administrations take emergency measures to provide water through tankers, trains, etc. With the Government taking a number of steps to improve 'ease of living', people now expect tap water supply in their homes.

In this backdrop, Jal Jeevan Mission (JJM) has been launched in partnership with States, to enable every household in villages to have Functional Household Tap Connection (FHTC) in the next 5 years. It is envisaged that with FHTC, each household will have potable water supply in adequate quantity of prescribed quality on regular and long-term basis. To implement the mission, institutional arrangements at various levels have been made and State's PHE/ RWS Departments are to play a critical role. They have to help Gram Panchayat and/ or its subcommittee to plan, implement, manage, operate and maintain its in-village water supply systems. A sense of ownership has to be installed in the village community as they are at the center of this mission.

Wherever potable water is not available in adequate quantity, PHE/ RWS Departments have to plan water transfer, its treatment and distribution system. While planning water supply system, operation and maintenance is the most critical aspect. It is important that water supply schemes function throughout their complete design period. To ensure that public investments do not go to waste, there is a need to strengthen water sources especially in water-stressed areas. In water quality-affected villages, technological innovations have to be explored. PHE/ RWS Departments have to prepare District and Village Action Plans with the active participation of village community. Following the 'bottom up approach', States are to prepare Annual Action Plan as well as five-year 'State Action Plan' with deliverables and timelines; and implement the programme in mission-mode.

##### **B) State level- State Water and Sanitation Mission (SWSM):**

The concept of State Water and Sanitation Mission (SWSM) started in 1999 for coordination, convergence and policy guidance at the State level, headed by Chief Secretary of the State. The SWSM registered as a society to undertake the Jal Jeevan Mission in rural part of Maharashtra. The State Governments has defined the broad framework to execute the Jal Jeevan Mission projects in rural part of Maharashtra. SWSM, a state level institution headed

by Chief Secretary GoM and Additional Chief Secretary - Water Supply and Sanitation Department as a member secretary . The Mission Director of State Water and Sanitation Mission is responsible for implementation of JJM in the state

**C) District Water and Sanitation Mission (DWSM):**

The District Water and Sanitation Mission (hereinafter referred as “DWSM”) is overall responsible for implementation of JJM Mission at district level. DWSM will be headed by District Collector and co-headed by Chief executive officer of the concern Zilla Parishad and members as mentioned in the JJM guidelines.

The functions of DWSM are

- i) to ensure preparation of Village Action Plan after taking stock of each village for FHTCs,
- ii) Finalise District Action Plan (DAP) to provide FHTC to every rural household by 2024,
- iii) provide administrative approval of in-village water supply schemes/ projects at district level,
- iv) identify villages requiring ISA support,
- v) engage ISAs from empanelled list and monitor their performance and other roles mentioned in the JJM guidelines.

**1. Objectives of the Assignment :**

The following points highlight the key objectives of the assignment:

- a) To prepare the Detailed Project Report (DPR) of in village water supply scheme (SVS) within the district for the region.
- b) Assure quality of work as per scope of work
- c) Timely completion of project within Budgeted cost
- d) To support the District Water Supply and Sanitation Mission in execution of in village Water supply Scheme under JJM
- e) To monitor the Physical and financial progress of work at District Level
- f) To complete work as per JJM guidelines

**2. Scope of work :**

**I) Survey and leveling**

**a. Study of existing infrastructure and conduct Survey of Village:**

Consulting agency has to visit the villages for study of existing structures and facilities which are useful to decide if new facilities will be required along with concern engineers. Locations of new storage structures as well as and pump house etc shall be decided in consultation with respective VWSC. All relevant and useful data shall be obtained by consultant. Existing water supply systems and assets should be properly assessed with joint field survey of village and learning from survey and existing infrastructure should be taken into account while designing of the scheme along with life cycle and serviceability of proposed infrastructure. Water supply structures which are Beyond Economic Repairs (BER) or have the left out life of only five years should be discarded .The structure which are to be discarded , should examine and certified by concerned Executive Engineer , RWSD of ZPs.

- b. To prepare pre-feasibility report of the scheme and approval of Executive engineer of rural water supply division of concern ZPs

- c. The Technical Scheme is to be designed based on the community's demand and existing water supply infrastructure at respective village and in accordance with JJM guidelines. The concern personnel of the firm should ensure his/her participation during the meeting of Social Participatory in village so as to get the know-how of the village and scheme requirement.
- d. Consulting agency shall engage teams of civil engineers having experience of surveying and leveling of the whole area using latest instruments like, total stations, automatic levels, digital theodolites, digital distance measuring instruments and GIS mapping system etc.
- e. They shall take levels @ 5 to 10 m distance according to terrain along the main line and branch lines or as per advice of field engineers. They shall prepare electronic field books/ level books and hard copies in systematic manner. The survey should be carried out as per prevailing guidelines.
- f. Each project will typically broadly comprise Source exploration, Distribution Network, Pumping Station, Pumping Machinery, Storage reservoirs and other ancillary and appurtenant works along with activities like tender processes, issuance of work order, overall monitoring of implementation works, cross verification of measurement books and financial records.

## **II) Preparation of base map:**

The base map of the village shall have to be prepared by Total Station Survey instrument/ instruments mentioned above in (i) showing all details like contours, length and width of road/ street/ lane etc. showing electric pole and other details. ii) all the existing services viz. water supply pipeline network, details of water supply source head works, water treatment plant, existing drainage network, other utilities etc. iii) Other details Viz. River, Nallah, Canal, etc. passing through the village, nearby Village or in surroundings area should be shown on map.

**The Agency shall prepare the following drawings:**

### **List of drawings:**

- a) District/ Taluka Map
- b) Key Plan/ Layout of scheme
- c) Flow diagram of Regional W.S.S. where the tapping is provided from Regional W.S.S.
- d) Flow diagram showing RL's of all the structures included in the scheme. Main pipeline/distribution pipeline with G.L.R.L, H.G.L., location of source, Head works, ESR, Sumps/HGLRs etc. with all nodes and distances. (Zone / Group wise)
- e) L-section of pipeline showing HMG line, GL, Invert level of pipe
- f) Cross section of trench with bedding details
- g) Flow diagram of water treatment plant units
- h) Preferably to the scale drawings shall be prepared as far as possible. Else proportionate drawings be prepared and enlarged views of all important junctures be given.

- i) Proposed design shall cover area to be served, population, quality and quantity norms as per latest government guidelines. Plant treatment capacity, machinery to be installed, water distribution network etc.
- j) The Consultant shall consider the design period for various items as per latest MJP/SWSC circulars/ISI

**III) Hydraulic design of W.S. Scheme:**

Detail hydraulic designs of W.S. Pipelines (pumping mains or gravity mains & branches) serving the villages and habitations with ascertained demands at different locations/nodes shall be prepared using standard *software's (Water Gems / EPANET / World Bank Aided software(branch / loop) etc.)* as per norms of MJP as well as guidelines of JJM.

**IV) Preparation of Detailed Project reports (DPR):**

The Consultant shall prepare the Detailed Project Report as per the JJM guidelines in consultation with DWSM, Executive Engineer, ZP and VWSC. Report must contain overall project details, necessity of project, source of water supply, existing water supply infrastructure, proposed water supply component and component wise description, population forecast, cost per capita, necessary drawings etc.

The consultant should be meticulous on socio-economic as well as geo-hydrological conditions of the villages. The Detailed Project Report (DPR) must ensure equal facility coverage as well as equal water supply pressure for all people of the village. The consultant should make all possible efforts to prevent over-designing of the scheme and at the same time, the design must satisfy must emerging drinking water needs of the people.

The consultant shall design the miscellaneous items/ components like thrust block, normal well staining etc (excluding WTP, Service Tanks and major structures )where the type design is not provided by the department for estimation purpose and to be taken for estimation, as per data approved by the concerned Executive Engineer.

All the above shall include preparations of detail estimates as per MJP practice using prevailing Schedule of rates / Rate Contract of SWSM necessary Rate analysis shall be worked out and submitted with the items for which S.O.R. is not available. Recapitulation sheet incorporating the financial aspects including M&R cost of the project/scheme. The proposed DPR shall consists of all minute details such as Operation and maintenance cost *as per design period* , financial requirement, contributions from community as per JJM, overall project cost, mechanical and civil cost etc.

A soft copy of all these estimates prepared in M.S Excel format shall be submitted on media in one copy and 5 hard copies duly labeled.

**V) Preparation of Draft agreement Papers :**

The Consultant shall prepare Draft agreement Papers for agreement and instructions of SWSM. The Draft agreement shall include detailed specifications of projects either turnkey (own design) or with department design incorporating drawings and schedule of payments, method of measurements of works, Quantity calculations and bills of quantities including all relevant items of contract including drafting of agreement . Consultants have to submit five sets of all documents with one softcopy in CD. The agreement shall be



prepared in simple language, in Marathi and English as per requirement of client. The wordings should be self-explanatory which can easily be understood by village people. The use of long phrases is to be avoided.

The detailed engineering item wise specification for the items included in the project should be prepared by the consultant.

All the technical submission of consultant should be verified and certified by concern Executive Engineer of that District or engineers of or by another consultant appointed by SWSM *within 15 days*. The consultant shall have to resurvey/ detail survey/ modify/ redesign/ revise calculation works/ revised maps/drawings as well as DPRs and agreement documents complying their requirements/remarks within stipulated time. Final acceptance or approval will be accorded by *Concern Executive Engineer or authority decided by SWSM*

- i. Consulting agency shall have to visit the office of MJP (Local Concerned Executive Engineer's Office) for discussion of above work at his cost as and when required till the acceptance and approval. No extra cost for such journeys shall be paid.
- ii. Consulting agency has to visit the sites of villages/sources/ structures/ pipelines for preparation/approval of above task any nos. of times till approval at their own cost.
- iii. Consulting agency has to submit three sets of DPRs and draft agreement paper with calculations and detail drawings prepared (in AutoCAD) hard copies and one soft copy after approval and acceptance.
- iv. The consultant shall ensure to complete the agreement procedure within the stipulated time limit between DWSM/VWSM and selected contractor

#### **VI) Construction Management and Contract Supervision :**

- a) Liaising between the Client (SWSM/DWSM / VWSC) and the Contractor to ensure effective communication to avoid disputes. If any arises , such disputes are settled reasonably and amicably and assist in any adjudication if any.
- b) Keep accurate records of all site activities and operations, measurement books, Levels and survey books, including checks on setting out and completed work, Test data and laboratory testing reports plant and labor returns day work records, Financial records, including interim statements plus supporting particulars and certificates administrative records, if necessary etc.
- c) Correspondence related with works.
- d) Ensure strict compliance of relevant labor laws as well as safety measure by the contracting Firm. The consulting firm should take necessary health and safety measures as per the applicable act/ law.
- e) Progress Reports based on M.S. Project software charts or computer base other program prepared by WSSD and drawings

**f) Work's programming:**

1. Ensure and agree with the (SWSM) on the overall implementation program.
2. Ensure and agree with the contractor at the start of the works on his detailed work program.
3. Monitor progress of the works and ensure that the contractor, as and when required, produces revised programs and schedules.
4. Ensure that the contractor allows for sufficient lead time for the provision of all materials, plant, equipment and labor to avoid hold ups or bottlenecks.
5. Timely devise, jointly with the contractor, a plan of action for detailed investigations and testing of existing facilities, if any to be incorporated in the permanent works.
6. Prevent any hold ups due to factors beyond the control of the contractor, including such factors in the hands of the client like granting of access to all parts of the site, provision of certain facilities and storage areas, obtaining of rights of way and way leaves and any such other items which are the duty of or where assistance is to be given by the Client (DWSM /VWSC)
7. Liaison between Client and permission authority for execution of work of raising mains and Constructions of tanks, Water Treatment Plants etc.

**g) Inspections of Materials, Machineries and equipment's:**

1. Inspection of Materials, Machineries and equipment's at the place of manufacture within Maharashtra and outside Maharashtra in the country whenever required.
2. Typical inspection checklists shall be prepared for each category of works on each operation and activities with reference to documents and standards. The appropriate decision regarding acceptance and rejection of material as per the test report shall be taken by site engineer and same shall convey to concern executive engineer.
3. The inspection system and procedure shall be prepared and maintained on day- to-day basis. The inspection crews shall have guidelines, test plans, scope of inspection, procedures, checklists and various formats to carry out inspection in a systematic method.
4. The computerized inspection reports shall have to be prepared.
5. The inspection report on based on site inspection shall be submitted to the Executive Engineer of concerned ZP of the, periodically as per requirement.
6. All stationary, drawing stationary, design facilities, reprographic facilities etc. shall be provided by Consultant at his own cost.
7. The Consultant shall issue necessary certification on progressive completion of each category of work after ensuring quality control and assurance so as to achieve the designed objectives of the particulars works.

**h) Review and approval**

1. Inspection of Test Plan (ITP) prepared by the contractor.
2. Review the Testing procedure of the materials and quality assurance details.
3. The certification shall be based on satisfactory adherence of the system and procedures of the inspection.

**i) Quality Assurance:**

A. Material and Execution: all materials used for execution of work should be as per the relevant ISI standards and procedures of execution of work should be carried out by best Engineering practices

B. Testing Material: All materials used for execution of work should be tested in any Government Engineering and polytechnic college and simultaneously filed test will be carried out

1. The Consultant shall ensure highest quality to work while monitoring the Construction activities.
2. Ensure Materials to be used for construction activities are checked and verified as per the standard operating process and specifications.
3. Use of various types of pipes and their sizes along with their respective jointing technology, material and accessories like bend coupler, tees etc.
4. Use of various type of valves and their accessories as per requirement of the tender document for water supply scheme.
5. Use of pumping machineries as per the need of projects, all required electrical component and its safety requirement
6. Ensure Safety equipment provided for WTP and chlorinator
7. Installation of Automation equipment and Solar equipment.
8. Any type of appearance provided for water supply system as stipulated in tender or directed by field Engineer-in-charge.

**j) Supervision of Construction**

1. Supervise the mobilization of the contractor, his staff, plant, equipment etc. and his provisions for storage and other operating areas is in accordance with the manufacturers' recommendations. Also paying attention to land made available for the construction of the works, including rights-of-way and way leaves.
  2. Provide the contractor with points, lines and levels of reference, as made available by the Client (Executive Engineer ZP / VWSC) or otherwise established
  3. Monitor and inspect the physical works as per the prescribed standards and norms and to ensure the works are to be implemented in adherence to the same.
  4. Undertake corrective action in case of non- compliance with the specification or the applicable standards.
  5. Supervise the contractor's testing facilities, decide whether the said facilities are sufficiently sound to be incorporated in the permanent works without adversely effecting later operation and functioning.
- k) Consultant shall supervise all construction activities related to work site supervision.
1. Contractors internal test on materials, concrete, mortar etc.
  2. Pipeline trenching (if required), bedding
  3. Lowering, laying and jointing of pipelines of various sizes.
  4. Installation of valves, specials fittings.
  5. Inside in-situ lining/Encasing
  6. Pipeline hydro testing and pre commissioning test.
  7. Functioning of Jackwell
  8. Proper alignment of pipeline trenching.
  9. Nallah / River crossings - culverts bridges etc.
  10. Major / minor road crossings
  11. Railway crossing
  12. Orientation location of structures depth of foundation etc. with respect to approved drawings and approved test plan.

13. Dimensions, reinforcement, concreting in foundation for major civil works.
14. Shuttering, plumb, dimensions, concreting etc. in sub structure including vertical wall, ring beams, tie beams, columns, slab etc. as per approved inspection test plan.
15. The items listed in scope of works are major items covered under the work contract by Client (Executive Engineer ZP /VWSC).
16. The miscellaneous items and any other major items remained in the lists but required for the successful implementation of the project shall also form the part of scope of work under this consultancy.

**l) Record Measurement**

1. Record day to day measurement in the measurement book as per the sequence of work execution.
2. Receipt of contractor's monthly statement and verify the same against the measurement and valuation, certify the statements or correct them as required under the work contract and forward them to the Client (Executive Engineer ZP) for payment. In case Contractor does not submit monthly bills the Consultant has to submit the bills according to execution report.
3. Keep accurate records to maintain an effective cost control system in order that the cost of works execution remains within the approved amount of contract during the period of the execution of the works, the estimate of the total costs shall be continuously updated and the Client (Executive Engineer ZP / VWSC) kept informed of his financial commitments and when he shall be required to make payments.
4. Keep accurate records of all variations made and all Claims forwarded by the contractor, together with the reasons thereof, which may affect the sum becoming payable to the contractor under the provisions of his contract; claims shall be verified skillfully, but fairly interpreting the provisions of the work contract and shall only be agreed upon when truly justified.

**m) Operation and maintenance manuals and training of operators**

1. Ensure that "as-built" drawings meeting professional standards are provided by the contractor and it shall also be plotted on the GIS map.
2. Prepare operation and maintenance manuals for all components of the permanent works, as required.
3. Ensure quality of water during Operation and Maintenance period, data to of the same to be recorded.
4. Ensure train scheme operators, selected by the SWSM/DWSM/VWSC or others, to give them the appropriate skills for proper operation and maintenance of the works.

**n) Defects Correction Supervision**

1. Make periodic site visits to ensure that any outstanding work agreed upon with the contractor before issuing the certificate of substantial completion is properly carried out.
2. In the event of any defect and whenever required, visit the site, ensure that repairs are properly carried out.
3. On the occasion of site visits as above and / or request of the Client, supervise performance of the operators and report to the Client in case of shortcomings, including recommending on corrective actions.
4. Issuance of defect correction certificate in accordance with the provision of construction contract after successful completion of defects correction period and completion of all outstanding work and repairs. *Defect Correction Supervision*

period” will be till O & M of the project.

**o) Typical Time Schedule of Individual Work Execution**

<b>Sr. No</b>	<b>Work to be executed</b>	<b>Duration</b>
1	Pre-feasibility report preparation and sanctioning , Survey Work and DPR Submission	3 Months
2	Various Sanctions (Technical Sanction/Detailed Technical Sanction, release of work order, agreement Papers preparation and Approval)	2 Months
3	50 % Physical Work Completion	5 Months
4	90% Physical Work Completion	5 Months
5	Commissioning and Other Completion Formalities	3 Months
	<b>Total</b>	<b>18 Months/ Scheme</b>

**Note: The actual Time limit for each package / region will be 48 months from the date of issuance of work order or March 2024, whichever is earlier. The selected consulting firm has to complete all the individual projects as per work order within stipulated time line.**

**p) Penalties (Limitation of Liabilities)**

The Consultant shall carry out the Consulting engineering services in conformity with general accepted norms and standard of engineering. The Consultant shall be responsible for technical soundness of the services rendered. DWSM may review, monitor, and check the works carried out by the consultant. If such checks disclose that the works carried out by the consultant do not meet the specified requirements, DWSM in consultation of SWSM may not pay the consultancy fees for their affected portion. In the event of any deficiency in these services, the Consultant shall interlaid promptly re-do such engineering services at no additional cost to DWSM. In addition, DWSM may impose a penalty limited to 10% of the consultancy fees of the portion affected and without entitlement to payment for further fees in this respect, for the affected portion.

**Work Execution**

<b>Sr.No</b>	<b>Work to be executed</b>	<b>Duration</b>	<b>Penalty if work not done as per</b>
1	Pre-feasibility report preparation and sanctioning , Survey Work and DPR Submission	3 Months	1% of consulting fee per week after 3 months stipulated time limit
2	Various Sanctions (Technical Sanction/Detailed Technical Sanction, release of work order,	2 Months	1% of consulting fee per week after two months

	agreement Papers preparation and Approval)		stipulated time
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**In appropriate Measurements:**

In case of consultant found indulged in making inappropriate measurements by Executive Engineer RWSD ZPs, then each item wise penalty is as below: 1% of cost of actual work done + cost of inappropriate quantity

**q) Proposed Team**

The proposed team will include a One Regional Team Co-coordinator and at district level, Team Leader and a team of multi-disciplinary experts who are able to analyse, synthesize data and information and make appropriate suggestions for effective implementation of the program.

The proposed team is as follows-

Sr. No	Proposed Position	Education Qualification	Required Experience	No. of Staff
1	Regional Team Co-ordinator	Graduate in civil engineering or equivalent with MBA Finance/ MBA or PG in construction management or Project Management	Minimum 15 years or more in the field of Project Management Consultancy Experience in Water Supply Scheme shall be given preference	1 for region
2.	Team Leader	Graduate in Civil engineering	Minimum 10 years or more in the field of Project Management Consultancy/ <i>all construction Supervision Projects</i> Experience in Water Supply Scheme shall be given preference	1 No per district
3	Finance and Management expert	MBA finance	7 years' experience in respective field.	1 No per district
4.	Supervisor Cum Construction Manager	Graduate in Civil engineering	Minimum 5 years or more in the field of Project Management Experience) Experience in Water Supply Scheme shall be given preference	Min 5 Nos for each district up to 100 crore project value and above 100 crore , 1 each for every 20 crore
5	On site Supervisor-	Diploma in Civil engineering	Minimum 3 years' relevant work experience	Min 10 Nos for each district up to 100 crore project value and above 100

Sr. No	Proposed Position	Education Qualification	Required Experience	No. of Staff
				crore , 1 each for every 10 crore
6	Surveyor/Draftsman	ITI or Diploma in Surveying or equivalent	Minimum 2 years' experience in Survey and Draftsman works; experience with GIS will be preferred.	2 Nos as per requirement
7	AutoCAD Operator/Computer Operator	12th Passed or Diploma and MIS office (Preferred)	Minimum 2 years' experience in Autocad operation and Computer	4 Nos as per requirement
8	GIS specialist, Mechanical/Electricals, Geologist	Graduation in GIS/ITI or Diploma in Mechanical/Electrical/Geologist	Minimum 2 years' experience in respective fields	As and when required

**Note: All personnels as mentioned above shall appoint immediately within ten days from the issuance of work order**

### 3. Support provided by the Client

- Client will give access to all the required documents, correspondence & any other coordination support information associated with the projects as deemed necessary through DWSM / Its representative
- Orientation of programme as and when required conducted by selected consulting firm for stake holder will be borne by DWSM.

Note: Consulting firm should establish their office in vicinity of DWSM and inform the official address to SWSM /DWSM.

### 4. Reporting:

For all purposes the selected consulting firm will report to the DWSM and their District authority appointed by Mission Director, SWSM and regional coordinator. The consultant should submit Quarterly Progress Reports highlighting the accomplishment time schedule of individual work. The tentative reporting schedule will be as follows.

Sr. No.	Frequency	Reporting authority	Day
1	15 days	DWSM	1 <sup>st</sup> & 15 <sup>th</sup> every Month
2	1 Month	Region and SWSM	1 <sup>st</sup> of every month

Note: In case there is a holiday on any of the date mentioned above, the activity assigned on that date shall be carried out on the next working day

### 5. Review and Monitoring of the Assignment:

The performance of the selected consulting firm will be reviewed on the basis of work done against the time schedule of individual work . The consulting firm will prepare quarterly activity plans and share it with DWSM. A joint monthly review mechanism will be put in place and represented by members of DWSM and the selected consulting firm. The review of the progress and plan for future action will be decided therein. In case,

DWSM has any objection, related to assignment deliverables, it will inform the agency in writing.

DWSM will keep a watch on the deliverables, of the assignments, take actions for the speedy settlement of the issues raised by selected consulting firm and timely follow up. Committee is set up under Mission Director, SWSM for review of performance of the selected consulting firm.

#### **6. Mode of Payment**

The payment after deducting applicable taxes will be made by respective Executive Engineer of the District to the selected consulting firm. The consultant shall be responsible to the concerned officers in charge of the work for the implementation of assignment at district level. The performance of the consultant shall be monitored, reviewed based on the report of Project in charge officers. Payment for the Project Management Consultancy Services will be made on milestones achievement. *Consultancy fee will be paid based on the actual work done.*



## **Section - 6**

### **Standard Forms of Contract**

**DRAFT CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Selection of Project Management Consulting firm for Preparation, Monitoring, Supervision & Surveillance of Rural Water Supply Scheme Executed under Jal Jeevan Mission (JJM) at village/ block/district in the State of Maharashtra for Nagpur Region**

**Between**

**Mission Director**

**Water Supply and Sanitation Mission,**

**Water Supply and Sanitation Department**

**1st Floor, CIDCO Bhavan South Wing, CBD Belapur, Navi Mumbai. 400614.**

**And**

**Dated:**

*(This is draft contract document, which may be change)*

## I. Form of Contract

### LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the "Client") and, on the other hand, *[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, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) The State Water and Sanitation Mission (SWSM) has received fund from Ministry of Ministry of Jal Shakti and Government of Maharashtra (GoM) to implement Jal Jeevan Mission (JJM) which is a flagship program of the Ministry of Jal Shakti, Government of India (GoI). SWSM is intends to apply a portion of the proceeds of this fund to eligible payments under 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) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Breakdown of Contract Price
    - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E; Appendix F; Appendix G; and Appendix H; Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

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

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*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

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*[Authorized Representative of the Consultant – name and signature]*

## I. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- a) "Applicable Guidelines" means the Guidelines for Selection and Employment of Consultants ("Consultants' Guidelines").
- b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- c) Deleted .
- d) Deleted .
- e) "Client" means the implementing agency (SWSM & DWSM) that signs the Contract for the Services with the Selected Consultant.
- f) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- h) "Day" means a working day unless indicated otherwise.
- i) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- k) "Foreign Currency" means any currency other than the currency of the Client's country.
- l) "GCC" means these General Conditions of Contract.
- m) "Government" means the government of the Client's country.
- n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- p) "Local Currency" means the currency of the Client's country.
- q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

- u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

## **2. Relationship between the Parties**

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

## **3. Law Governing Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **4. Language**

4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **5. Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

## **6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

## **7. Location**

7.1. 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, whether in the Government's country or elsewhere, as the Client may approve.

## **8. Authority of Member in Charge**

8.1 in case the consultant is a joint venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the consultant's rights and obligations towards the client under this contract, including without limitation the receiving of instructions and payment from client

## **9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.

The name and designation of person as Authorized Representative signing shall be clearly indicated. In case of partnership / limited company/ group of companies, a power of attorney for the person authorized to sign issued by the partners or authorized signatory shall accompany the RFP. Declaration in this regard by the authorized signatory of the bidder duly notarized on a stamp paper of Rs. 100/- should be attached as Annexure

All the correspondence related with work will be through authorized representative only and the same will be accepted by the department and vice-versa

## **10. Corrupt and Fraudulent Practices**

10.1. The client requires compliance with its policy in regard to corrupt and fraudulent practices specified in the SCC.

### **a. Commissions and Fees**

10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **11. Effectiveness of Contract**

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

### **12. Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than fifteen (15) 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.

### **13. Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and work being carried out the Services not later than the number of days after the Effective Date specified in the SCC.

### **14. Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## **15. Entire Agreement**

15.1. 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 statement, representation, promise or agreement not set forth herein.

## **16. Modifications or Variations**

16.1. 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 i.e. Client & consultancy firm. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. deleted .

## **17. Force Majeure**

### **a. Definition**

17.1. 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 makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **b. No Breach of Contract**

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **c. Measures to be Taken**

17.5. 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.

17.6. 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) calendar



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.

17.7. 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.

17.8. 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 Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44& 45.

## **18. Suspension**

18.1. The Client 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 request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

19.1 This Contract may be terminated by either Party as per provisions set up below:

### **a. By the Client**

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least seven (7) calendar days' written notice in case of the event referred to in (f):

(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 GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors 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 GCC 45.1;

(d) 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) calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than sixty (60) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar 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) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

(d) If the Client 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 Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, 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 GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, 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 Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination.

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

#### **a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3: The Consultant should take prior approval of Client before sub-contracting any part of their services. Notwithstanding such approval, the Consultant shall retain full responsibility for the whole Services allotted as per the contract.

20.4 The consultant is sole responsible for the health and safety of deployed manpower provided for the said consultancy services during the contract period.

#### **b. Law Applicable to Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

### **21. Conflict of Interests**

21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **a. Consultant Not to Benefit from Commissions Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract

and, subject to Clause GCC 21.1.3, 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 Experts and agents of either of them, similarly shall not receive any such additional payment from any individual or relevant agencies.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the client's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants 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.

**d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**21.1.6** The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

**21.1.7** Without prejudice to the rights of the Authority under Clause (21.1.6) above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly

or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 3 (three) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

**21.1.8** For the purposes of Clauses (21.1.6) and (21.1.7), the following terms shall have the meaning hereinafter respectively assigned to them:

(1) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

(2) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(3) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;

(4) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(5) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process

## **22. Confidentiality**

22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

## **23. Liability of the Consultant**

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant’s liability under this Contract shall be as determined under the Applicable Law.

## **24. Insurance to be Taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

## **25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. The Consultant shall permit and shall cause its Sub-consultants to permit, the client and/or persons appointed by the client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the client if requested by the client . The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the client's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the client's prevailing sanctions procedures.)

## **26. Reporting Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

## **27. Proprietary Rights of the Client in Reports and Records**

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the

program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

## **28. Equipment, Vehicles and Materials**

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

28.2 if any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

## **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

### **29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

### **30. Replacement of Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or higher qualifications and experience, within eight working days, else penalty of Rs. 10,000/- per day per expert shall be applicable and the same shall be deducted from the due payment to the consultant.

### **31. Removal of Experts or Sub-consultants**

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide suitable replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts

## **E. OBLIGATIONS OF THE CLIENT**

### **32. Assistance and Exemptions**

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit passes, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

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

(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(f) Provide to the Consultant any such other assistance as may be specified in the SCC.

### **33. Access to Project Site**

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The consultant will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the client till handing over of site .

### **34. Change in the Applicable Law Related to Taxes and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties 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 GCC 38.1

### **35. Services, Facilities and Property of the Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

### **36. Counterpart Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.

36.2 Professional and support counterpart personnel, excluding Client'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 Client shall not unreasonably refuse to act upon such request.

### **37. Payment Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

## **F. PAYMENTS TO THE CONSULTANT**

### **38. Contract Price**

38.1 The Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.

### **39. Taxes and Duties**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

39.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant..

### **40. Currency of Payment**

40.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

#### **41. Mode of Billing and Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.

41.2.1 Advance payment: Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the SCC until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

#### **42. Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond fifteen (30) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

### **G. FAIRNESS AND GOOD FAITH**

#### **43. Good Faith**

43.1 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.

## **H. SETTLEMENT OF DISPUTES**

### **44. Amicable Settlement**

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

### **45. Dispute Resolution**

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

## II. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<b>The Contract shall be construed in accordance with the law of</b> <i>[insert country name]</i> .
4.1	<b>The language is:</b> _____ <i>[insert the language]</i> .
6.1 and 6.2	<b>The addresses are:</b>  Client : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted): _____  Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
8.1	Not Applicable
9.1	<b>The Authorized Representatives are:</b>  <b>For the Client:</b> <i>[name, title]</i> _____  <b>For the Consultant:</b> <i>[name, title]</i> _____
11.1	<i>[Note: If there are no effectiveness conditions, state "N/A"]</i> OR <b>The effectiveness conditions are the following:</b> <i>[insert "N/A" or list the conditions]</i>
12.1	<b>Termination of Contract for Failure to Become Effective:</b> <b>The time period shall be</b> _____ <i>[insert time period, e.g.: four months]</i> .
13.1	<b>Commencement of Services:</b>  <b>The number of days shall be fifteen (15) days .</b> Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	<b>Expiration of Contract:</b>

	<i>The engagement of the consulting firm is for the period of 48 months. But the individual projects should be completed within the scheduled time given to the contractor.</i>
<b>21 b.</b>	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes_____ No _____</p>
<b>23.1</b>	<p><b>No additional provisions.</b></p> <p><i>[OR</i></p> <p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:</p> <p><b>“Limitation of the Consultant’s Liability towards the Client:</b></p> <p><b>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</b></p> <p style="padding-left: 40px;"><b>(i) for any indirect or consequential loss or damage; and</b></p> <p style="padding-left: 40px;"><b>(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</b></p> <p><b>(b) This limitation of liability shall not</b></p> <p style="padding-left: 40px;"><b>(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</b></p> <p style="padding-left: 40px;"><b>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[insert “Applicable Law”, if it is the law of the Client’s country, or insert “applicable law in the Client’s country”, if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client’s country].</i></b></p>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Delete what is not applicable except (a)].</i></p> <p><b>(a) Professional liability insurance, with a minimum coverage of 100% of contract value ;</b></p> <p><b>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law</i></b></p>

	<p><i>in the Client's country”];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state “in accordance with the applicable law in the Client's country”];</i></p> <p>(d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>27.1</b>	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
<b>27.2</b>	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><b>[The Consultant shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Client.]</b></p> <p><i>[OR]</i></p> <p><b>[The Client shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant.]</b></p> <p><i>[OR]</i></p> <p><b>[Neither Party shall use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</b></p>
<b>32.1 (a) through (e)</b>	Not Applicable
<b>32.1(f)</b>	<i>Please refer ToR</i>
<b>38.1</b>	<b>The Contract price is:</b> _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local indirect taxes.</i>

	<p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: "be paid" or "reimbursed"] by the Client [insert as appropriate: "for" or "to"]the Consultant.</b></p> <p><b>The amount of such taxes is _____ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Financial Proposal.</b></p>																														
<b>39.1 and 39.2</b>	Deleted																														
<b>41.2</b>	<p><b>The payment schedule:</b></p> <table border="1"> <thead> <tr> <th>Sr.No.</th> <th>Nameofactivity</th> <th>Percentage of L.S. quoted rate .</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Satisfactory prefeasibility report and on Completion of Survey Work and Draft</td> <td>3%</td> </tr> <tr> <td>B</td> <td>AccordanceofTechnicalSanction and administrative approval</td> <td>15%</td> </tr> <tr> <td>C</td> <td>Approval of Tender and issue of work order</td> <td>10%</td> </tr> <tr> <td>D</td> <td>Oncompletion of 25%work</td> <td>15%</td> </tr> <tr> <td>E</td> <td>On50%PhysicalWorkCompletion</td> <td>15%</td> </tr> <tr> <td>F</td> <td>On75%PhysicalWorkCompletion</td> <td>15%</td> </tr> <tr> <td>G</td> <td>CommissioningoftheScheme with FHTC</td> <td>20%</td> </tr> <tr> <td>H</td> <td>After satisfactory completion of scheme and successful trial run of individual scheme</td> <td>7%</td> </tr> <tr> <td></td> <td>Total</td> <td>100%</td> </tr> </tbody> </table>	Sr.No.	Nameofactivity	Percentage of L.S. quoted rate .	A	Satisfactory prefeasibility report and on Completion of Survey Work and Draft	3%	B	AccordanceofTechnicalSanction and administrative approval	15%	C	Approval of Tender and issue of work order	10%	D	Oncompletion of 25%work	15%	E	On50%PhysicalWorkCompletion	15%	F	On75%PhysicalWorkCompletion	15%	G	CommissioningoftheScheme with FHTC	20%	H	After satisfactory completion of scheme and successful trial run of individual scheme	7%		Total	100%
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<b>41.2.4</b>	<p><b>The accounts are:</b></p> <p>for local currency: <i>[insert account]</i>.</p>																														
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	<p>Consultant, the objecting Consultant may file a written Notice of Dispute to the Executive Engineer, ZP or to the committee formed by him for this purpose. Engineer, ZP or Committee after receiving the Notice of Dispute will consider it and respond in writing within 30 days after receipt. If fails to respond within 30 days, or the dispute cannot be amicably settled within 30 days following the response of that Consultant, Clause b shall apply.</p> <p><b>b)Dispute Resolution</b></p> <p>Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 7.1.8.1 may be submitted by Consultant to CEO, ZP. In case if disputes did not resolve matter is refer to Mission Director SWSM. If disputes persist in such case an aggrieved party can approach Additional Chief Secretary (ACS) or Principal Secretary (PS), Water Supply and Sanitation Department (WSSD), the decision given by the ACS or PS shall be final.</p>
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**I. Appendices**

**APPENDIX A – TERMS OF REFERENCE**

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]*

.....

**APPENDIX B - KEY EXPERTS**

*[Insert a table based on experts proposed in the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....

**APPENDIX C – BREAKDOWN OF CONTRACT PRICE**

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any.]*