

Toolkit for Appointment of Third Party Inspection and
Monitoring Agencies for projects (TPIMA)

**Basic Services to Urban Poor (BSUP) and Integrated Slum and
Housing Development programme (IHSDP)**

Contents

1 Background	3
1.1 Need for Third Party Inspection and Monitoring Agency (TPIMA)	4
2. Scope of Services and Deliverables	5
3. Financial Support	10
4. Appointment of TPIMA by State Level Nodal Agency (SLNA)	11
5. Roles and Responsibilities	13
 Annexure:	
Annexure - A List of Empanelled Agencies	18
Annexure - B Criteria for Empanelment	21-32
Annexure- C Model RFP including the Technical Bid Format, Model Contract, Checklists for Quality Control	35-95

Background :

Jawaharlal Nehru National Urban renewal Mission (JNNURM) aims at reform-driven integrated and planned development of cities/towns with efficiency in urban infrastructure and service delivery mechanisms, provision of basic services including improved housing to urban poor, community participation and accountability of Urban Local Bodies (ULBs) and Parastatal agencies towards citizens. Its two components, Basic Services to the Urban Poor (BSUP) and Integrated Housing and Slum Development Programme (IHSDP) focus on improving the living conditions of the slum population. These projects are aimed at integrated development of slums for providing shelter, basic services and other related civic amenities to the urban poor. Both submissions have a strong Housing component.

Mission Directorate in the Ministry of Housing & Urban Poverty Alleviation (M0HUPA) has evolved a state level mechanism for Third Party Inspection and Monitoring of projects sanctioned under JNNURM. This process of inspection and monitoring will keep track of physical & financial progress of projects throughout the project life cycle

The purpose of toolkit is to

- Enable the State Level Nodal Agencies (SLNA) to appoint Third Party Inspection and Monitoring Agencies (TPIMA) for review and monitoring of all JNNURM projects implemented by Urban Local Bodies (ULBs), parastatls and other state agencies

- Bring standardization and consistency in the process, functioning and scope of activities of external Third Party Monitoring Agencies engaged for monitoring of JNNURM projects.
- Provide a structured report on the projects under JNNURM

1.1 Need for Third Party Inspection & Monitoring (TPIM) :

The Mission Directorate, MoHUPA is currently implementing a web enabled Management Information System (MIS) for JNNURM Project Tracking and Integrated Urban Poverty Monitoring System (IPOMS) The system is designed to capture physical & financial progress of JNNURM projects. The information is critical for release of subsequent installments for the projects. The information provided by MIS can be cross verified with independent reports from TPIMA to identify the constraints and issues in the project implementation and enable a corrective action if necessary. TPIM would enable achievement of

- Better Project Quality
- Cost Control
- Time Control
- Improved Planning & Budgeting
- Control over Fund Flow & Utilization
- Measuring Project Outputs
- Measuring Impact of JNNURM

JNNURM projects are approved by Central sanctioning & Monitoring Committee at the Centre after Detailed Project Reports (DPRs) prepared by

ULBs are approved by State Level Steering Committee (SLSC) and appraised by specialist agencies of the Central Government. At each stage , there may be suggestions and recommendations and TPIM would ensure that these points are incorporated in the implementation of the projects. TPIM would ensure periodic feedback to all key stakeholders.

It is, therefore, imperative that each project is covered by TPIM and periodic feedback is given to all stakeholders at ULB/Town/City, State & Central level.

2. Scope of Services and Deliverables

The TPIM agency would undertake monitoring works pertaining to:

a. Pre-construction stage

- Examination of project documentation with respect to sanctioned covenants
- Report on targeted beneficiaries of the scheme (whether socio economic surveys and biometric identification done, stake holders consultation, process etc.)
- Review of Land requirement/ availability & other clearances to begin construction
- Examination of bid documentation & bid process
- Review of Project Implementation Plan and procurement process
- Review of Site preparation
- Review of Project Management Mechanisms/ Structures (e.g. PERT/ CPM Charts)

- Review of probability of Cost & Time overruns during pre-construction stage
- Report on targeted beneficiaries of the scheme (whether socio-economic surveys and biometric identification done, stake holder consultation/process etc.

b. Construction stage

- Report on compliance to statutory requirements
- Report on safety and Health aspects
- Report on convergence of scheme with education, health and social security
- Report on Beneficiary participation in the project
- Report on Physical Progress of the project
- Report on Financial progress & fund utilization
- Report on Quality Assurance systems and Project quality
- Report on Social Infrastructure and aesthetics
- Report on variations with respect to sanctioned covenants
- Report on cost variations and time overruns
- Report on remedial measures to improve physical & financial progress and quality of the project
- Report on progress of resettlement and rehabilitation, if any
- Report on court cases/ Litigation

c. Commissioning, trial run and testing stage

- Report on Assets created
- Reports on completion of projects
- Requirement of Operation & maintenance (O&M)
- System of O&M
- Capacity of staff of ULB
- Training requirements of staff

d. Post construction Stage

- Report on functionality & usage
- Report on O&M of assets created including common amenities
- Report on social and environment impact analysis
- Report on user/Beneficiary satisfaction
- Report on capacity created
- Report on overall performance and sustainability of the assets created

TPIMA would function till one year from the filing of project completion report and give a final report on the overall performance of the project.

In sum, the agency will undertake:

- a. Desk review of documents and periodical site visits:

- i. Ensuring all project documents, including outcomes, outputs, specifications, estimates of quantities, work packages, project implementation plan - including milestones, periodic progress indicators, oversights etc., on-site management systems, such as rerouting of transient services, temporary connections, worker accommodation, labour insurance, procurement & storage of materials, inventory management; delivery, hand-over, exit and financial closure plans are in place
 - ii. Site visits will be organized at different stages as indicated by the implementing agencies as 'milestones' in their work plan, which may consist of intermediate stages of development of work or contracting packages. Indicative milestones, such as foundations, superstructure, fenestration, services, finishes and commissioning may be taken as comparatives from the assessment side to help translate progress reports to non-technical personnel at reporting sites.
- b. Filing and uploading of all inspection reports in the **prescribed online monitoring system of the Mission Directorate** as well as by sending reports to SLNA and Mission Directorate. The reports would be sent at a periodic interval (monthly and quarterly) during construction stage and at least one report as regards other stages;
 - c. Capture, wherever possible, moderated, and structured perceptions of the beneficiaries on various aspects of project implementation including communicating project rationale, strategy, outcomes, results, rights and responsibilities of all stakeholders;
 - d. Estimate the degree of beneficiary buy-in as regards the project(s);
 - e. To capture qualitative feedback in narrative and in separate documents;

- f. To report the progress with respect to implementation as per the appropriate stage of the project under development;

An appointed TPIM agency would essentially report in the following structure:

- (i) Baselines of the project, including entire process trail – which would ensure that all necessary processes of clearance, approvals - administrative, technical and financial sanctions are in place. At the desk review report generated at the initiation milestone, this section of the report would document the process flows and benchmarks that are adopted by the concerned level of implementation.
- (ii) Outcomes of the project (at initiation milestone)/ the specific milestone – expected state of physical and financial progress.
- (iii) Observed physical and financial progress including execution process – this will require to be done from two ends (i) supply end, i.e. SLNA and (ii) level of implementing agency
- (iv) Compliance and exception reports in process trail, technical and qualitative standards, financial propriety and integrity. In case of any processes being certified, the monitoring report must clearly mention this in case of the concerned implementing agency to the party to be reported to, i.e. Project Implementation Agency, SLNA and Mission Directorate.
- (v) Recommendations as to how to reduce exceptions, including if milestones need to be re-phased, or any process that may need to be streamlined.
- (vi) Follow-up action of the report, which would be ascertained in the next report.

3. Financial Support

The following maximum charges* are prescribed for being paid to the Third Party empanelled by the State Level Nodal Agency on a 'per project' basis:

Desk review of all project documents	Rs. 2,00,000/- (Rupees Two Lakh)
On-site visits <i>(Maximum 14 visits during a project implementation life-cycle for a BSUP project)</i> <i>(Maximum 12 visits during a project implementation life-cycle for a IHSDP project)</i>	Rs. 50,000/- (Rupees Fifty Thousand Only) (per visit)
Maximum possible financial implications for BSUP project**	Rs. 9,00,000/- (Rupees Nine Lakh Only)
Maximum possible financial implications for IHSDP project**	Rs. 8,00,000/- (Rupees Eight Lakh Only)

** In case lower rates are obtained through RFPs, the same will apply as terms of payment*

*** Service tax, education cess and higher education cess etc. will be extra, chargeable on actual basis; Income tax will be deducted at source in accordance with applicable rules of the Income Tax Act, 1961 and the Finance Bill in effect at the time of payment*

The overall cost of monitoring of the project would not exceed 0.5% of the cost of components for which Central Assistance has been provided in cases of projects supported under the sub-Mission of Basic Services to the Urban Poor and 0.25% of the cost of components for which Central Assistance has been provided in cases of projects supported under the Integrated Housing and Slum Development Programme.

Costs of material and sample tests would be chargeable on actual over and above the fees payable to the empanelled agency, and directly payable to the party performing the tests. The costs for this, if any, would be borne out of the State/ ULB share.

The TPIMA will raise quarterly or half yearly bills and the payments to TPIMA would be made by SLNA. TPIMA will start review with site visits for the projects where tenders have been invited or where the construction has commenced after familiarising with the documentation.

The expenditure to be reimbursed by the Mission Directorate would be subject to submission by SLNA of the following documents

- Copy of the Contract
- Copy of invoice raised
- Evidence of the payment made to TPIM agency by the SLNA

4 Appointment of TPIMA by State Level Nodal Agency (SLNA)

The Mission Directorate has empanelled Agencies to play the role of TPIMA under JNNURM. A National level Expression of Interest (EOI) was invited from the reputed concerns and applicants were short listed based on technical & experience profile. A Consultancy Evaluation Committee (CEC) was constituted by Mission Directorate for finalizing the list of empanelled agencies. A subcommittee of CEC was formed to evaluate these EOIs. The subcommittee consisting of officers of the Ministry of HUPA and officials from reputed organizations such as CPWD and TCPO scrutinized the EOIs in detail and analysed the presentations made by the eligible parties. Based on

report from the subcommittee, CEC recommended a list of consultants based on the technical criteria. The list is given at Annexure 'A'

The list, by no means, is binding on State/UTs and SLNAs may appoint the agencies outside this list by adopting transparent competitive bidding process. Should SLNAs choose to qualify agencies outside this empanelled list, the recommended criteria , as enumerated in the Expression of Interest floated by Ministry of Housing & Urban Poverty Alleviation , is given at Annexure 'B'. Part 'B' of the said annexure lists the Personnel and Material assets requirements for such qualification.

Selection Process:

.Selection of TPIMA is to be done by the concerned SLNA. SLNA will need to issue RFP/RFQ to pre-qualified Agencies including empanelled Agencies. After undertaking the due selection process as per rules and prior to entering contractual agreement with the short listed agency, SLNAs are required to submit the proposal for concurrence to Mission Directorate, MoHUPA. In seeking such concurrence, a certificate to the effect that the due and transparent bidding has been followed as per guidelines issued by Government of India in this regard, should be forwarded to Mission Directorate, MoHUPA.

SLNA shall ensure that:

1. TPIMA deploys optimum number of experts as per the needs of the project.
2. Deployed experts have experience of similar kind of projects and expertise in the concerned sectors
3. No Conflict of interest prevails in the engagement.
4. The Terms of Reference (TOR) are as per the prescribed Scope & Deliverables.

Appointment of Agencies should be done in accordance with the Bands (Kindly refer to Annexure-‘B’) to which they are eligible. An agency qualified for higher band is eligible to execute work in respect of lower bands also.

Conflict of interest for a TPIMA is defined as:

- Any agency involved as a consultant in project preparation, supervision or implementation work in any of the JNNURM projects applying for TPIMA is a conflict of interest in the particular project/City/State (as the case may be)
- The team members of TPIMA should not have been employed (as an employee) by any City or State level government agency in the 5 years preceding this contract in the particular State.
- Any agency black listed or debarred would not be eligible for appointment of TPIMA.

The Model RFP including the Technical Bid Format, Model Contract, Checklists for Quality Control etc. is given in Annexure ‘C’ of this toolkit. SLNAs are advised to follow the given model RFP without modifying the stated objectives, scope and deliverables. In case any such modifications are effected, reasons thereto may be given and approval may be obtained from prior to the signing of contract with the agencies, at the time of submitting the proposals to CSMC for concurrence.

5. Roles and Responsibilities

A number of institutions and sub-units within these institutions are involved in the implementation and monitoring of JNNURM projects. The role of these sub-units vis-à-vis the TPIMA is described in this section.

A. Central Level – Mission Directorate MoHUPA

- Provide concurrence on the engagement of an TPIMA selected by the concerned SLNA
- Review the reports periodically submitted by TPIMA
- Monitor progress of projects on basis of self-reporting by the SLNA/ULB and independent reporting by the TPIMA.
- If necessary, seek clarification from TPIMA, with information to the SLNA.
- Advise the State on quality of reports submitted by the TPIMA. If performance of TPIMA is considered unsatisfactory, the Mission Directorate may advise the SLNA to take necessary corrective action.
- Provide financial support and reimburse the expenditure towards appointment of TPIMA as per guidelines, at half yearly periodicity.

B. State/UT Level

(i) State Level Steering Committee (SLSC)

- Approve the selection of TPIMA by the SLNA and recommend the proposal to Mission Directorate for concurrence.
- Take note of physical and financial progress of JNNURM projects and other issues identified by the TPIMA.

(ii) Programme Management Unit(PMU) / SLNA

It is envisaged that a Program Management Unit (PMU) housed in each SLNA will provide strategic coordination and support for all JNNURM related reforms, projects, capacity building initiatives and other activities in the State. The PMU within the SLNA will play the key role of coordination and overseeing of the TPIMA on behalf of the SLNA in following areas

- Appoint a suitable agency with the required experience and expertise as the TPIMA, as per process suggested in this toolkit, ensuring no major deviation in the scope of services and ensuring no conflict of interest in execution of services.
- Communicate through SLNA to all Local Bodies/ Project Implementation and Execution agencies in the state for extension of cooperation, sharing of information, organizing field visits and all necessary assistance to the TPIMAs for conduct of periodical review and monitoring.
- Ensure the performance of TPIMA is as envisaged in the contract, and that the reports are submitted regularly and filed
- Review and examine the reports of the TPIMA, scrutinize issues highlighted by the TPIMA and initiate corrective actions where necessary with concerned ULB/Implementing Agency.
- Ensure that the SLSC and Mission Directorate have access to all review and monitoring reports, in a timely manner.
- Report to the SLSC on progress in implementation of projects, and highlighting project implementation issues and constraints that need intervention by the SLSC.
- Make periodic payments to the TPIMA for claims of reimbursement from the Mission Directorate, MoHUPA

C. City/Town Level

(i) Project Implementation Agency/Unit (PIA/PIU) or ULB

It is envisaged that a Project Implementation Unit (PIU) housed in the ULBs of the Mission Cities, will take the lead charge with respect to implementation of all JNNURM projects and reforms in the city. The PIU will play a key role in facilitating the work of the TPIMA and coordinate between the TPIMA and the Project Executing Agency (PEA).

- Coordinate with the PEA, that may either be a Department of the ULB, a parastatal agency or any other agency.
- Schedule the visits of the TPIMA across different projects in the city
- Ensure that TPIMAs have access to the required documents, project sites, key officials for meetings and discussions and other support required for performance of their role
- Ensure that TPIMAs file their reports in a timely manner.
- Coordinate with the PEA to ensure that progress of the project is regularly updated on the IPOMS.
- Examine the reports of the TPIMA and the issues highlighted therein.
- On the basis of TPIMA's reports, take up coordination with various agencies for resolving bottlenecks in implementation.
- Coordinate with the PMU in the SLNA and Mission Directorate in the MoHUPA as necessary, to facilitate smooth and effective functioning of the TPIMA

(ii) Project Executing Agency (PEA)

Project Executing Agency (PEA) for the purposes of this toolkit, is defined as the agency or organizational sub-unit that is directly responsible for executing the project. PEA will be the department or unit directly responsible for managing all technical, procurement, commercial and physical aspects of the project.

- **TPIMA is expected to have intensive interactions with the PEA.**
- **PEA will need to provide all necessary documents, provide access to project sites, provide time of its senior personnel and engineers, and enable interactions with consultants and contractors, and all other support required for TPIMA to carry out its mandate.**
- **Maintaining details of all project related documentation during the life cycle of the project at the project site office / nearest office is the responsibility of the PEA.**

Annexure 'A'

List of Empanelled Agencies

S.No	Name of the Concern	Band	
1	Mukesh & Associates 5/3 Raghavan Street Swarnapuri Salem – 636 004	V	Shri. D.Mukesh Tel: 9818400396(mbl) Tel:0427- 2330395/2330568/2331109 Fax:0427-2330209 e.mail mukeshassociates@vsnl.com www.mukeshassociates.com
2	Shrikhande Consultants Pvt. Ltd. 33-35 Shanti Centre Plot No. 8 Sector 17 Navi Mumbai – 400 075.	IV	Shri R.N.Srikande Joint Managing Director Tel: 022-27891444/27892763 Fax: 022-1249 Email: pmc@bom5.vsnl.net.in www.scplasia.com
3	Span Consultants Pvt. Ltd. SPAN House 92-C Gurudwara Road Madangir New Delhi – 110 062	V	Shri Abhijit Ghosh Executive Director Tel: 01129955645-53 Fax: 011-29955643 Email: info@spanconsult.com www.spanconsult.com
4	Aarvee Associates Architects Engineers & Consultants (P) Ltd. Ravula Residency Sri Nagar Colony Hyderabad – 500 082	V	Dr. B. Raghavendra , Deputy General Manager Tel: 040-23737633 Fax; 040-23736277 Email: aarvee@aarvee.net www.aarvee.net
5	Intercontinental Consultants and Technocrats Pvt. Ltd A-8, Green Park. New Delhi-110 016	V	Shri Prashant Director Tel:011- /26523036/26568024 Fax:-011-26855252 Email: info@ictonline.com www.ictonline.com
6	National Consultancy for Planning & Engineering 9-4-131/17/A Tombs Road Akbar Bagh Toli Chowki Hyderabad – 500 008.	IV	Shri S.M. Sbhani, MB Tel: 040-23568466 Fax; 040-23568473 Email ncpe_consult@rediffmail.com www.ncpeindia.com
7	Rites Ltd (A Govt. of India Undertaking) Rites Bhawan, No.1, Sector 29, Gurgaon Haryana.	V	Shri Y.K. Sharma , General Manager, Tel: 0124-2571666 Fax: 0124-2571660 Email: info@rites.com www.rites.com
8	BLG Construction Services Pvt. Ltd Chopasani Housing Board, Jodhpur – 342 008.	IV	Mr. Saurabh, MD 9314508760 Tel: 02913209393 0291-2701622 email:vaibhav@l lgconstructionservices.com www.blgconstructionservice.com
9	Shristi Urban Infrastructure Development Ltd. SUIDL in association with SREI Infrastructure Finance Ltd F-13, Kailash Colony, New	IV	Shri V.K. Soni Principal Consultant Tel: 011-29234815 Fax:011-29230987 www.Shristicorp.com

	Delhi – 110 048		
10	DHV India Pvt. Ltd B-1/1-1 1 st Floor Mohan Co-operative Industrial Estate Mathura Road New Delhi – 110 044	V	Dr. M.S.Prakash, Managing Director Tel: 011-40539303 Fax:011- 40539300 dhvindia@airtelbroadband.in .
11	Infrastructure Professional Enterprises Pvt. Ltd C-2 Green Park Extention, New Delhi – 110 016.	V	Shri Amit Sardana Director Urban Management Tel: 011-2656-08/13,26962636 Fax:011- 26969498 Email: asardara@ipcglobal.com www.ipeglobal.com
12	SGS India Pvt. Ltd 48 Adi Shankaracharya Marg Vikhroli (W) Mumbai – 400 083.	V	Tel: 022-25798421 Fax; 022-25782412 Sgs-india@sgs.com www.sgs.com
13	Project Engineering & management Services (PEMS) – Kitco Consortium (PEMS as lead partner) A7, T.C. 9/241(4), Tennis Club Enclave P.O. Kowdiar Thiruvananthapuram Kerala - 695 003.	IV	Shri P.Padma Kumar Principal Consultant 0471-2720870 0471-2720873 info@pemsindia.com www.pemsindia.com
14	Concrete Structural Forensic Consultants consortium 46, 2 nd Floor 4 th Cross Sampige Road Malleswaram Bangalore – 560 003	II	Shri R.K.Jaigopal CEO 080-23563287 080-23560664 csfc@hotmail.com csfc@rediffmail.com
15	DMG Consulting P Ltd A-81, Sec-65, Noida UP 201301	IV	Shri Rakesh Kumar Singh Manager Admn. Tel: 0120-4274192 Fax: 0120-4275492 dmg@bolnet.in dmgconsultanting.org
16	Everon Projects Consultants Ltd S.C.O. 343 Sector 9 Panchkula Haryana	I	Tel: 0172-4643047 Fax: 0172-4644382 email: epc1343_chd@yahoo.co.in

Annexure 'B'

Criteria for empanelment

(Expression of Interest for technical pre qualification)

Ministry of Housing and Urban Poverty Alleviation
Government of India
Nirman Bhawan, New Delhi 110 011
Office of the Joint Secretary & Mission Director (JnNURM)

Nirman Bhawan, New Delhi

Subject: Expression of Interest inviting agencies for empanelment for conducting third party monitoring of implementation of projects under JnNURM: sub-Mission on Basic Services to the Urban Poor an Integrated Housing and Slum Development Programme

Government of India has launched the Jawaharlal Nehru National Urban Renewal Mission, hereafter referred to as JNNURM, as a reform driven, fast track programme to ensure planned development of identified cities with focus on efficiency in urban infrastructure/ service delivery mechanisms, and through community participation and enhanced accountability of Urban Local Bodies (ULBs) / parastatal agencies towards citizens.

JNNURM comprises two broad segments, namely (i) the Sub-Mission on Urban Infrastructure and Governance and (ii) the Sub-Missions on Basic Services to the Urban Poor (BSUP) covering 63 identified cities comprising mega, metro, capital and cities of heritage and historical importance and Integrated Housing and Slum Development Programme (IHSDP) covering other cities/Towns. The Ministry of Housing and Urban Poverty Alleviation, hereafter referred to as M(HUPA), is the nodal Ministry for sub-missions of Basic Services to the Urban Poor (BSUP) and Integrated Housing and Slum Development Programme (IHSDP) and has a Mission Directorate (JNNURM) to undertake various tasks related to JNNURM.

The Basic Services to the Urban Poor (BSUP) and Integrated Housing and Slum Development Programme (IHSDP) focus on improving the living conditions of the slum population. These projects are aimed at integrated development of slums for providing shelter, basic services and other related civic amenities to the urban poor. Both sub-missions have a strong Housing component. M(HUPA) approves the projects under BSUP and IHSDP for providing Central assistance based on Detailed Project Reports(DPRs) prepared by State Governments/Union Territories. This is based on review carried by the Appraisal Agencies. A number of projects have been approved/sanctioned till to date and the first installment of Central share in the form of Additional Central Assistance, hereafter referred as ACA, has already been released by Department of Expenditure, Ministry of Finance. Details of the programme and list of projects approved can be seen at the website www.jnnurm.nic.in

The Ministry of HUPA hereby invites **Expression of Interest (EOI)** from established firms who have proven experience in undertaking Third Party Inspection and Monitoring of Housing & Infrastructure projects for empanelment as Third Party Inspection

and Monitoring Agencies (TPIMA) for projects approved under sub-missions of BSUP and IHSDP.

Eligible parties:

Category	'A'	'B'
Incorporation	Public Sector, with complete liabilities to Central or any State Government within the Union of India	Private Sector, including Sole Proprietorship, Full liability partnership, limited liability partnership entities, special purpose vehicle entities, cooperative sector entities, registered within the Union of India
Typical examples	<ul style="list-style-type: none"> a. Central/ State public sector undertakings registered under Companies Act b. Autonomous research and development institutes with complete liability of local State or Central Governments c. Academic institutions with complete liability of local State or Central Governments, who are eligible for professional practice as per UGC/ MoHRD norms 	<ul style="list-style-type: none"> a. Entities registered under Companies Act including Section 25 companies not included under Category 'A' b. Entities registered under Societies Registration Act (Central or any similar Act of a State Government) including non-Governmental organizations, professional societies, other societies registered and statutorily acknowledged as 'not-for-profit' not included under Category 'A' c. Autonomous research and development institutes not included under Category 'A' d. Academic institutions not included under Category 'A'
Experience profile: Three or more of the specialization areas mentioned herein	<ul style="list-style-type: none"> i. Planning, design, development, detailing and execution of construction projects over Rs. 50 crore worth (single instance), not including landscaping, interiors or HVAC ii. Specialised services such as pre-emptive environmental/ social impact assessment of large housing and/or township projects iii. Audit of design, construction and project management of construction projects as mentioned above iv. Financial management and advisory services to infrastructure/ housing projects v. PMC and on-site monitoring of infrastructure/ housing projects vi. Monitoring and evaluation of poverty alleviation projects 	
Net turnover	Any, selection to be done by State Government Agency based on	

	value of work assigned	
Experience	Five years	Seven Years

Note on consortium entities:

In certain cases, two or more entities from either category can apply together for empanelment as a single entity. In such consortia, a 'primary partner' shall be nominated, and the incorporation of the same shall apply to the entire consortium, irrespective of whether other partners are classified under Category 'A' or 'B' for all purposes of payment and taxation (deductions at source), and the payment will be made to an account pre-specified account operated by the primary partner.

Terms of Empanelment:

The Government of India, would empanel, based on the responses received to this solicitation of Expression of Interest a number of agencies for third party inspection and monitoring for project supported under JnNURM. This list of agencies would be forwarded to the concerned State Governments, who would through an agency designated as the State Level Nodal Agency, empanel agencies from this forwarded list, based on Request for Quotations (Financial bids) called from them.

Prospective applicants are requested to make note of the nature of remuneration available for the projects stated further below.

The State Level Nodal Agency would follow the following conditions as regards selection of an agency empanelled through this solicitation of Expression of Interest:

- i. An agency would be empanelled for one project at a time, for a period of one year. During this period, the agency can bid (provide RfQ/ bid against open tender) for more projects. However, there would be no special consideration or preferential selection for subsequent projects.
- ii. After each year, the performance of the empanelled agency would be compared vis-à-vis the overall performance of the project, and if found appropriate, the engagement may be extended for the subsequent year or till the earliest stipulated ending period of the project, whichever is earlier.
- iii. In case the performance of the empanelled agency is unsatisfactory (see part VII of this Terms of Reference), the task would be awarded to another agency with the same terms and conditions as applicable to the outgoing agency. However, the replacement agency can be nominated from the L2 bids and not necessarily through Open bid/ RfQ again. All outstanding payments to the outgoing agencies for work yet to be commenced would automatically transfer to the new agency, while work that has been completed satisfactorily by the outgoing party would be credited to the same. Under no circumstance would the State pay twice for the same work.

Deliverables and scope of work:

The empanelled agency would undertake monitoring works pertaining to:

- a. Pre-construction stage
- b. Construction stage

- c. Commissioning, trial run and testing stage
- d. Post construction Stage

The agency will undertake:

- a. Desk review of documents and periodical site visits:
 - i. Ensuring all project documents, including outcomes, outputs, specifications, estimates of quantities, work packages, project implementation plan - including milestones, periodic progress indicators, oversights etc., on-site management systems, such as rerouting of transient services, temporary connections, worker accommodation, labour insurance, procurement & storage of materials, inventory management; delivery, hand-over, exit and financial closure plans are in place
 - ii. Site visits will be organized at different stages as indicated by the implementing agencies as 'milestones' in their work plan, which may consist of intermediate stages of development of work or contracting packages. Indicative milestones, such as foundations, superstructure, fenestration, services, finishes and commissioning may be taken as comparatives from the assessment side to help translate progress reports to non-technical personnel at reporting sites.
- b. **Filing and uploading of all inspection reports in the prescribed online monitoring system of the Mission Directorate as well as by sending reports to SLNA and Mission Directorate;**
- c. Capture, wherever possible, moderated, and structured perceptions of the beneficiaries on various aspects of project implementation including communicating project rationale, strategy, outcomes, results, rights and responsibilities of all stakeholders;
- d. Estimate the degree of beneficiary buy-in as regards the project(s);
- e. To capture qualitative feedback in narrative and in separate documents;
- f. To report the progress with respect to implementation as per the appropriate stage of the project under development;

Remuneration for conducting Third Party Inspection and Monitoring Activities under JnNURM supported projects

The following maximum charges* are prescribed for being paid to the Third Party empanelled by the State Level Nodal Agency on a 'per project' basis:

Desk review of all project documents	Rs. 2,00,000/- (Rupees Two Lakh)
On-site visits <i>(Maximum 14 visits during a project implementation life-cycle for a BSUP project)</i> <i>(Maximum 12 visits during a project implementation life-cycle for a IHSDP project)</i>	Rs. 50,000/- (Rupees Fifty Thousand Only)
Maximum possible financial implications for BSUP project**	Rs. 9,00,000/- (Rupees Nine Lakh Only)
Maximum possible financial implications for IHSDP project**	Rs. 8,00,000/- (Rupees Eight Lakh Only)

* *In case lower rates are obtained through RfQs, the same will apply as terms of payment*

** *Service tax, education cess and higher education cess etc. will be extra, chargeable on actual basis; Income tax will be deducted at source in accordance with applicable rules of the Income Tax Act, 1961 and the Finance Bill in effect at the time of payment*

The overall cost of monitoring of the project would not exceed 0.5% of the cost of components for which Central Assistance has been provided in cases of projects supported under the sub-Mission of Basic Services to the Urban Poor and 0.25% of the cost of components for which Central Assistance has been provided in cases of projects supported under the Integrated Housing and Slum Development Programme.

Costs of material and sample tests would be chargeable on actuals over and above the fees payable to the empanelled agency, and directly payable to the party performing the tests. The costs for this, if any, would be borne out of the State/ ULB share.

An empanelled agency would essentially report in the following structure:

- (i) Baselines of the project, including entire process trail – which would ensure that all necessary processes of clearance, approvals - administrative, technical and financial sanctions are in place. At the desk review report generated at the initiation milestone, this section of the report would document the process flows and benchmarks that are adopted by the concerned level of implementation.
- (ii) Outcomes of the project (at initiation milestone)/ the specific milestone – expected state of physical and financial progress.
- (iii) Observed physical and financial progress including execution process – this will require to be done from two ends (i) supply end, i.e. SLNA and (ii) level of implementing agency
- (iv) Compliance and exception reports in process trail, technical and qualitative standards, financial propriety and integrity. In case of any processes being certified, the monitoring report must clearly mention this in case of the concerned implementing agency to the party to be reported to, i.e. Project Implementation Agency, SLNA and Mission Directorate.
- (v) Recommendations as to how to reduce exceptions, including if milestones need to be re-phased, or any process that may need to be streamlined.
- (vi) Follow-up action of the report, which would be ascertained in the next report.

Pre-requisite documentation:

All applicants, irrespective of whether or not applying uniquely or as part of a consortium, would submit the following:

- a. Covering letter stating intent and accurately referencing all contents of the envelope
- b. Certificate of incorporation (copy of registration certificate under Companies Act, Societies Registration Act or Memorandum of Agreement between Partners in case of limited/ full liability partnership/ copy of Act of State/ Union Parliament in case of Assembly/ Parliamentary entities) of all entities applying, certified by an officer of the rank of Sub-divisional Magistrate or higher

- c. Taxation particulars – PAN & STC numbers, copies of all returns filed for the last three financial years, and advance service tax challan receipt for current financial year, if already paid
- d. Audited financial statements for the last three financial years including for current year, if available, should also be supplied.
- e. In case any applicant is not required to provide audited statements for taxation purposes, it may cite the nature of exemption and provide, in lieu of audited statements, signed balance sheets supplemented with a statement of accounts on 31 March of last three financial years.
- f. **Demand draft of Rs. 5,000/- payable to _____ as non-refundable tender fee for applications. In case of successful applicants, this amount would be adjusted against payments made to the agency.**
- g. Undertaking of Escrow balance in case of work collateral (in case of advances)/ performance guarantee (upon award of work)

Work collaterals:

In case any amount is advanced to the empanelled agency prior to the delivery of work, a collateral equivalent to 133% of any amounts advanced to the agency prior to the delivery of work. This may be given by way of a Bank Guarantee or a tripartite Escrow Agreement between the client, i.e. the concerned agency of a State Government, the empanelled agency/ consortium and a bank wherein the consortium or its primary partner maintains the operating account

Performance bond/ guarantee:

Even if no amount is advanced to the empanelled agency, the same will maintain a performance bond/ guarantee by way of an escrow agreement equivalent to 25% of the award value of work.

- h. Technical bid: The technical bid would briefly state:
 - i. Competence of the applicant with respect to the working areas as stated in the desired experience profile, along with documented evidence of having worked in the said fields. This may include a completion certificate/ citation provided by the client, or the technical/ financial closure certificate issued by the project auditors
 - ii. Profiles of all persons proposed to be included as part of the services in a standardized CV format
 - iii. Technical/ material assets of the applicant substantiating abilities to perform the work as illustrated in the deliverables and scope of works
 - iv. Proposed methodology and standard processes pertaining to works as illustrated in the deliverables and scope of works
- i. It is reiterated here that it is not advisable to provide financial bids at this time. This will be solicited separately by the State Level Nodal Agency at the time of calling for a Request for Quotation. The range of turnover for a company to be eligible to apply for a certain project may be determined by the State Level Nodal Agency. However, for the purposes of classification and grouping, the following categories are prescribed:

Band I	Turnover less than INR 25 lakh per annum
--------	--

	<i>(Eligible for work worth Rs 15 lakh at any point of time)</i>
Band II	Turnover equal to or more than INR 25 lakh per annum but less than INR 50 lakh per annum <i>(Eligible for work worth Rs 30 lakh at any point of time)</i>
Band III	Turnover equal to or more than INR 50 lakh per annum but less than INR 100 lakh per annum <i>(Eligible for work worth Rs 50 lakh at any point of time)</i>
Band IV	Turnover equal to or more than INR 100 lakh per annum but less than INR 500 lakh per annum <i>(Eligible for work worth Rs 100 lakh at any point of time)</i>
Band V	Turnover equal to or more than INR 500 lakh per annum <i>(Eligible for work worth Rs 300 lakh at any point of time)</i>

Applicants may indicate the band for which they qualify at the time of submission of EoI. After empanelment, at the time of making financial bid against RfQ to the SLNA, it would be advisable to specify the period for which the quotations remain valid.

Part B (Personnel & Assets requirement)

1.0 Personnel Requirements

Any TPIM agency must include following personnel in a project team. Size of project team will vary depending upon the project size.

Sl. No.	DETAIL OF GROUPS	DETAIL & NUMBER (MINIMUM) OF PERSONNELS TO BE DEPLOYED
1	Band – I	Senior Building Engineer – 1 No. Building Engineer (Civil) – 1 No.
2	Band –II	Senior Building Engineer – 1 No. Building Engineer (1 No. Civil & 1No. Electrical)
3	Band – III	Senior Building Engineer – 1 No. Building Engineer (1 No. Civil & 1 No. Electrical)
4	Band – IV	Project Manager – 1 No. Senior Building Engineer – 1 No. Building Engineer (1 No. Civil & 1 No. Electrical)
5	Band – V	Project Manager – 1 No. Senior Building Engineer – 1 No. Building Engineer (1 No. Civil & 1 No. Electrical)

(1) PROJECT MANAGER :

Project manager should at least be a Graduate in Civil Engineering with not less than 20 years experience. He would lead the multidisciplinary team of professionals engaged to carryout the job of third party inspection and monitoring of housing and infrastructure projects and, therefore, should have a clear perception of the manner in which a quality service can be delivered within the available time. He should be a professional of stature who could command the respect of the team. Post – Graduate Qualification in Structural Engineering will be an added advantage.

(2) SENIOR BUILDING ENGINEER :

Senior Building Engineer should either be a Graduate in Civil Engineering with a minimum 12 years of experience or a Diploma in Civil Engineering with a minimum 15 years experience. He should have handled in similar capacity at least one project of similar nature. He shall be responsible for all the aspects related to the quality of the work and shall guide, supervise and monitor the work of the other experts in his team.

The candidate should have a thorough knowledge of latest specifications pertaining to building works and road works and other related publications according to which the works are required to be carried out and the tests to be conducted to ensure a good quality work. Higher qualification and experience will be an added advantage. Upper age limit shall be 55 years.

(3) BUILDING ENGINEER:

(i) Civil :

He should either be a Graduate in Civil Engineering with a minimum of 5 years of professional engineering experience and at least 3 years experience in similar capacity for building or a diploma in Civil Engineering with a minimum of 7 years of professional engineering experience and at least 5 years experience in similar capacity for building. He should also have exposure to quality assurance programmes in new construction, maintenance/rehabilitation projects using modern technology. He shall be required at site as directed by the Department and shall inspect and find out deficiencies in the building and find out remedial suitable measures. He must be familiar with modern methods of construction of building, design standards, technical specification and standard quality control /assurance procedure for construction of different components of

building. Higher qualification and experience shall be an added advantage.
Upper age limit shall be 45 years.

(ii) **Electrical** :

He should either be a Graduate in Electrical Engineering with a Minimum of 5 years of professional experience and at least 3 years experience in similar capacity for building or diploma in Electrical Engineering with a minimum of 7 years of professional engineering experience and at least 5 years experience in similar capacity for building. He should also have exposure to quality assurance programmes in new construction, maintenance/rehabilitation projects using modern technology. He shall be required at site as directed by the Department and shall inspect and find out deficiencies in the building and find out remedial/suitable measures. He must be familiar with modern methods of Electro-mechanical works in the building, design standards, technical specification and standard quality control/assurance procedure for electro mechanical works in different components of building. Higher qualification and experience shall be an added advantage.
Upper age limit shall be 45 years.

2.0 Material Assets/ Equipments

Any TPIM agency must have following material assets or equipments at its disposal. The assets may be self owned for a may be outsourced as and when required. The list is only indicative.

Indicative List of Equipments

1. Survey Instruments including Total Station.
2. Equipment for condition survey on road and bridges.

3. Sieves of all sizes i/c Sieve Shaker and Balances of required capacity.
4. Cube strength testing machine.
5. Core Cutting Machine.
6. Equipment for Cement Testing.
7. USPV (Ultra Sonic Pulse Velocity) Meter.
8. Moisture Meter.
9. Hammer of all sizes required to be used in building work.
10. Rebound Hammer.
11. Leak Detection Equipments.
12. Other miscellaneous equipments such as Screw Driver, Plumb-bob. Ovens, Slump Cone, Graduated Measuring Cylinders of required capacity, Gauge Tape Vernier Calliper, Magnifying Glass, Spirit Level, Vibration Table, Dial Gauge etc.
13. Project Specific instrument, if required.

ANNEXURE- C

RFP for Appointment of Third Party Inspection and
Monitoring Agencies for projects (TPIMA)

**Basic Services to Urban Poor (BSUP) and Integrated Slum and
Housing Development programme (IHSDP)**

S.No	Topic	Page
1	Background	3
2	Need for TPIM	4
3	Scope of Services	5
4	Time Frame	8
5	Deliverables	8
6	Conflict of Interest	10
7	Mechanism	110
8	Bids – Submission and Evaluation	11
9	Proposal – Content and Evaluation	11

APPENDICES

1	Technical Bid Format	14-25
2	Financial Bid Format	26-27
3	Model Contract	28-57
4	Checklists for Quality Control	58-65

1. Background :

Jawaharlal Nehru National Urban renewal Mission (JNNURM) aims at reform-driven integrated and planned development of cities/towns with efficiency in urban infrastructure and service delivery mechanisms, provision of basic services including improved housing to urban poor, community participation and accountability of Urban Local Bodies (ULBs) and Parastatal agencies towards citizens. Its two components, Basic Services to the Urban Poor (BSUP) and Integrated Housing and Slum Development Programme (IHSDP) focus on improving the living conditions of the slum population. These projects are aimed at integrated development of slums for providing shelter, basic services and other related civic amenities to the urban poor. Both submissions have a strong Housing component.

Mission Directorate in the Ministry of Housing & Urban Poverty Alleviation (MoHUPA) has evolved a state level mechanism for Third Party Inspection and Monitoring of projects sanctioned under JNNURM. This process of inspection and monitoring will keep track of physical & financial progress of projects throughout the project life cycle

The purpose of this model RFP is to

- Enable the State Level Nodal Agencies (SLNA) to appoint Third Party Inspection and Monitoring Agencies (TPIMA) for review and monitoring of all JNNURM projects implemented by Urban Local Bodies (ULBs), parastatals and other state agencies
- Bring standardization and consistency in the process, functioning and scope of activities of external Third Party Monitoring Agencies engaged for monitoring of JNNURM projects.
- Provide a structured report on the projects under JNNURM

2. Need for Third Party Inspection & Monitoring (TPIM) :

The Mission Directorate, MoHUPA is currently implementing a web enabled Management Information System (MIS) for JNNURM Project Tracking and Integrated Urban Poverty Monitoring System (IPOMS) The system is designed to capture physical & financial progress of JNNURM projects. The information is critical for release of subsequent installments for the projects. The information provided by MIS can be cross verified with independent reports from TPIMA to identify the constraints and issues in the project implementation and enable a corrective action if necessary. TPIM would enable achievement of

- Better Project Quality
- Cost Control
- Time Control
- Improved Planning & Budgeting
- Control over Fund Flow & Utilization
- Measuring Project Outputs
- Measuring Impact of JNNURM

JNNURM projects are approved by Central sanctioning & Monitoring Committee at the Centre after Detailed Project Reports (DPRs) prepared by ULBs are approved by State Level Steering Committee (SLSC) and appraised by specialist agencies of the Central Government. At each stage , there may be suggestions and recommendations and TPIM would ensure that these points are incorporated in the implementation of the projects. TPIM would ensure periodic feedback to all key stakeholders.

It is, therefore, imperative that each projects is covered by TPIM and periodic feedback is given to all stakeholders at ULB/Town/City, State & Central level.

3. Scope of Services and Deliverables

The TPIM agency would undertake monitoring works pertaining to:

a. Pre-construction stage

- Examination of project documentation with respect to sanctioned covenants
- Report on targeted beneficiaries of the scheme (whether socio economic surveys and biometric identification done, stake holders consultation, process etc.)
- Review of Land requirement/ availability & other clearances to begin construction
- Examination of bid documentation & bid process
- Review of Project Implementation Plan and procurement process
- Review of Site preparation
- Review of Project Management Mechanisms/ Structures (eg. PERT/ CPM Charts)
- Review of probability of Cost & Time overruns during pre-construction stage
- Report on targeted beneficiaries of the scheme (whether socio-economic surveys and biometric identification done, stake holder consultation/process etc.

b. Construction stage

- Report on compliance to statutory requirements
- Report on safety and Health aspects
- Report on convergence of scheme with education, health and social security
- Report on Beneficiary participation in the project
- Report on Physical Progress of the project
- Report on Financial progress & fund utilization
- Report on Quality Assurance systems and Project quality- as per Checklist for Quality Control
- Report on Social Infrastructure and aesthetics
- Report on variations with respect to sanctioned covenants
- Report on cost variations and time overruns
- Report on remedial measures to improve physical & financial progress and quality of the project
- Report on progress of resettlement and rehabilitation, if any
- Report on court cases/ Litigation

c. Commissioning, trial run and testing stage

- Report on Assets created
- Reports on completion of projects

- Requirement of Operation & maintenance (O&M)
- System & Structure of O&M
- Capacity of staff of ULB
- Training requirements of staff

d. Post construction Stage

- Report on functionality & usage
- Report on O&M of assets created including common amenities
- Report on social and environment impact analysis
- Report on user/Beneficiary satisfaction
- Report on capacity created
- Report on overall performance and sustainability of the assets created

4. Time Frame

Services for TPIMA would be for entire life cycle of the projects and ideally TPIMA should be in place in the pre-construction stage and would function till one year from the filing of project completion report and give a final report on the overall performance of the project.

S.No	Nature of Review	Frequency of Reports
1	Pre-Construction	Once
2	Construction	As per need
3	Commissioning & Trial runs	Once
4	Post Construction	Quarterly

5. Deliverables

TPIM Agency will undertake:

- a. Desk review of documents and periodical site visits:
 - i. Ensuring all project documents, including outcomes, outputs, specifications, estimates of quantities, work packages, project implementation plan - including milestones, periodic progress indicators, oversights etc., on-site management systems, such as rerouting of transient services, temporary connections, worker accommodation, labour insurance, procurement & storage of materials, inventory management; delivery, hand-over, exit and financial closure plans are in place
 - ii. Site visits will be organized at different stages as indicated by the implementing agencies as 'milestones' in their work plan, which may consist of intermediate stages of development of work or contracting packages. Indicative milestones, such as foundations, superstructure, fenestration, services, finishes and commissioning may be taken as comparatives from the assessment side to help translate progress reports to non-technical personnel at reporting sites.
- b. Filing and uploading of all inspection reports in the prescribed online monitoring system of the Mission Directorate as well as by sending reports to SLNA and Mission Directorate. The reports would be sent at a periodic interval as prescribed in Para-4
- c. Capture, wherever possible, moderated, and structured perceptions of the beneficiaries on various aspects of project implementation including communicating project rationale, strategy, outcomes, results, rights and responsibilities of all stakeholders;

- d. Estimate the degree of beneficiary buy-in as regards the project(s);**
- e. To capture qualitative feedback in narrative and in separate documents;**
- f. To report the progress with respect to implementation as per the appropriate stage of the project under development;**

An appointed TPIM agency would essentially report in the following structure:

- (i) Baselines of the project, including entire process trail – which would ensure that all necessary processes of clearance, approvals - administrative, technical and financial sanctions are in place. At the desk review report generated at the initiation milestone, this section of the report would document the process flows and benchmarks that are adopted by the concerned level of implementation.**
- (ii) Outcomes of the project (at initiation milestone)/ the specific milestones – expected state of physical and financial progress.**
- (iii) Observed physical and financial progress including execution process – this will require to be done from two ends (i) supply end, i.e. SLNA and (ii) level of implementing agency**
- (iv) Compliance and exception reports in process trail, technical and qualitative standards, financial propriety and integrity. In case of any processes being certified, the monitoring report must clearly mention this in case of the concerned implementing agency to the party to be reported to, i.e. Project Implementation Agency, SLNA and Mission Directorate.**
- (v) Recommendations as to how to reduce exceptions, including if milestones need to be re-phased, or any process that may need to be streamlined.**
- (vi) Follow-up action of the report, which would be ascertained in the next report.**

6. Conflict of Interest

Conflict of interest for a TPIMA is defined as:

- Any agency involved as a consultant in project preparation, supervision or implementation work in any of the JNNURM projects applying for TPIMA is a conflict of interest in the particular project/City/State (as the case may be)
- The team members of TPIMA should not have been employed (as an employee) by any City or State level government agency in the 5 years preceding this contract in the particular State.
- Any agency black listed or debarred would not be eligible for appointment of TPIMA.

7. Mechanism

SLNA shall communicate clear directions and guidance to ULBs and Implementing Agencies for extension of cooperation, sharing of information and all necessary assistance to TPIM Agencies. Mission Directorate will have close coordination with SLNA on this aspect

8. Bid – Submission and Evaluation

Separate Technical and Financial bids should be submitted to SLNA. A pre-bid conference should be held by SLNA to provide clarifications. SLNA reserves the right to accept or reject any bid. Only valid technical and financial bids are eligible. The technical bids are to be evaluated as per criteria stipulated in Para 2.4 of Technical Bid format and financial bids will be opened only for those

Agencies which qualify the benchmark set for technical bids. Weightage of 60: 40 would be given for Technical and Financial Bids.

9. Proposals – Content and Evaluation

The technical proposal will comprise profile, credentials and experience of the firm, the proposed team and their detailed CVs, methodology and tasks assigned. Expression of Interest floated by the Government of India in this respect would be a guidance in this respect.

Financial proposal should mention fees for desk review and per site visit in the prescribed Financial Bid format. All applicable taxes should be indicated separately.

Evaluation of proposals shall be carried in two stages. Technical bid will be evaluated first and financial bid will be opened only for Agencies qualifying the technical benchmark. The maximum charges as stipulated in Toolkit for TPIMA will be applicable. In case lower rates are obtained through RFPs, the same will apply as terms of payment

APPENDICES

Technical Bid Format

Technical Bid for TPIM

1. Preparation of Technical Bid

1.1 The bid as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.

1.2 In preparing their bid, 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 bid.

1.3 While preparing the Technical bid, Consultants must give particular attention to the following:

(a) If a Consultant considers that it may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, it may associate, however the details may be provided at the time of bidding.

(b) The estimated number of Professional staff-months for the Assignment/job is as shown in the RFP. However, the Bid shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the Bid, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

(c) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned. Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Bid using the attached Standard Forms. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** Form Tech – I is a sample letter of which is to be submitted alongwith the technical bid. The Technical bid shall not include any financial information. A Technical bid containing financial information may be declared non responsive.

2 Procedure for Detailed Evaluation of Technical Bid

2.1 Being primarily technical work, final evaluation of the bids will be done on Combined Quality cum Cost based System wherein Technical Bid will be given a weightage of 60 % and financial bid will be given a weightage of 40%.

2.2 Bids securing 60% and above marks in technical evaluation will only be considered for opening of Financial Bids. The Bids with the lowest cost may be

given a financial score of 100 and the other bids given financial score that are inversely proportionate to their prices.

2.3 The total score, both technical and financial, shall be obtained by weighing the Technical and Financial scores and adding them up. On the basis of the combined weighted score for Technical and Financial, the consultant shall be ranked in terms of the total score obtained. The bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the bids securing lesser marks as H-2, H-3 etc. The bid securing the highest combined marks and ranked H-1 shall be recommended for award of contract. The bids will be ranked in terms of total points scored.

2.4 Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under:

i) Specific experience of the consultant firm relevant to the assignment / job (30 marks)

ii) Adequacy of the proposed methodology and work plan in response to the terms of reference. (30 marks)

Sub-criteria:

- a) Technical approach & methodology (20 marks)
- b) Organisation & staffing (10 marks)

iii) Key professional staff: Qualification & competency for the assignment / job. (40 marks)

Qualifications and competency of each of the key professionals will be evaluated separately.

The marks for key professionals will be further divided as under:

- a) Team Leader (12 marks)
- b) Other key professionals (28 marks in total & equal score assigned to each professional staff proposed) (*min. number of key professionals may be specified depending on the size of the project*)

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

- a) Educational qualifications (20%)
- b) Adequacy for the assignment / job (80%)
(Experience in carrying out similar assignment/job)

The formats of the Technical Bid to be submitted are:

Form Tech 1: Letter of Proposal submission
Form Tech 2 : Consultant's organization & experience
Form Tech 3 : Approach & methodology
Form Tech 4 : Team composition
Form Tech 5 : Curriculum vitae
Form Tech 6 : Information regarding any conflicting activities and declaration thereof.

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To:

[Name and address of Employer]

Dear Sirs:

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

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

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

If negotiations are held during the period of validity of the Proposal, 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:

TPIMA'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

1. Firm's name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Total No of staff-months of the Assignment/job:	
1.9	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	

1.10	Start date (month/year):	
1.11	Completion date (month/year):	
1.12	Name of associated Consultants, if any:	
1.13	No of professional staff-months provided by associated Consultants:	
1.14	Name of senior professional staff of your firm involved and functions performed.	
1.15	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: Please provide documentary evidence from the client i.e copy of work order, contract for each of above mentioned assignment, completion certificate. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

Separate sheets may be used for number of projects / assignments.

In case other consultants are proposed to be associated, their details may also be provided in the above format.

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

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

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

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

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

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

FORM TECH-4

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

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

FORM TECH-5

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

From [Year]:

To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

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

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:

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

Place:

[Full name of authorized representative]:

FORM TECH-6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned *in para 5 of section 2*.

If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2.

We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

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

Financial Bid Format

Financial Bid for BSUP / IHSDP Project

(per project)

Project:-----

Desk review of all project documents	Rs. -----/- (Rupees in words)
On-site visits* <i>(Maximum 14 visits during a project implementation life-cycle for a BSUP project)</i> <i>(Maximum 12 visits during a project implementation life-cycle for a IHSDP project)</i>	Rs. ----- (Rupees in words Only) (per visit)

Note: All applicable taxes should be indicated separately.

* (indicate separately for BSUP and IHSDP Projects)

Model Contract Form

STANDARD FORM OF CONTRACT

Consultants' Services

Lump-Sum

Contents

I.	Form of Contract	63-64
II.	General Conditions of Contract	65-87
1.	General Provisions	65-68
2.	Commencement, Completion, Modification and Termination of Contract	68-73
3.	Obligations of the Consultant	73-75
4.	Consultants' Personnel and Sub-Consultants	75-77
5.	Obligations of the Employer	77-78
6.	Payments to the Consultant	78-80
7.	Fairness and Good Faith	80
8.	Settlement of Disputes	80-81
9.	Liquidated Damages	81
10.	Miscellaneous Provisions	82
III.	Special Conditions of Contract	83-85
IV.	Appendices	86-87
	Appendix A – Description of Services	
	Appendix B - Reporting Requirements	87
	Appendix C - Staffing Schedule	87
	Appendix D - Cost Estimates in Foreign Currency	87
	Appendix E - Duties of the Employer	87

MODEL CONTRACT FOR THIRD PARTY INSPECTION & MONITORING AGENCY SERVICES

Between

[Name of the Client]

[----- STATE LEVEL NODAL AGENCY]

and

[Name of the Consultant]

Dated:

I. Form of Contract

(Text in brackets [] should be filled up appropriately; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [date] day of the [month], of [year], between the President of India acting through (designation), Ministry of ----, Department of -----, Government of (name of the state), (office address), [name of employer] (hereinafter called the “Employer”), of the First Party and, [name of TPIM Agency] (hereinafter called the “Consultant”) of the Second Party.

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, namely, lead consultant [name of lead Consultant] and [name of Consultant/s] (hereinafter called the “Consultant”).

WHEREAS

(a) the Consultant, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Tender Notice dated _____ issued by the Employer ;

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

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

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

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Staffing schedule
- Appendix D: Cost Estimates
- Appendix E: Duties of the “Employer”
- Appendix F: Duties of the Consultant

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

(a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and

(b) the "Employer" shall make payments to the Consultant in accordance with the provisions of the Contract.

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

In presence of
(Witnesses)

Signed by -----
1. For and on behalf of the Governor of (name of the state) [name of "Employer"]

(i) [Authorized Representative]
(ii)

2. For and on behalf of [name of Consultant]

In presence of
(Witnesses)

(i)
(ii) [Authorized Representative]

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

3. For and on behalf of each of the Members of the Consultant.

[name of member]

[Authorized representative]

4. [name of member]

[Authorized representative]

\

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

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

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

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

(d) “Day” means calendar day.

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

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

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

(h) “Government” means the Government of (name of the state)

(i) “Local Currency” means Indian Rupees.

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

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

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

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

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

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

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

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

1.2 Relationship Between the Parties

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

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

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

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this

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

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

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

1.7 Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/ association of more than one entity, the Members hereby

authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

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

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

1.10 Fraud and Corruption

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

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

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

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

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

1.10.2 Measures to be taken by the Employer

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

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

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

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

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, “Force Majeure” means an event

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

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

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

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

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

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

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either: (i) demobilize,; or (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

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

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

2.9 Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

following the receipt by the “Employer” of the Consultant’s notice specifying such breach.

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

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

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC

2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Consultant:

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

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

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause

GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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

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

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents similarly shall not receive any such additional payment. (b) Further more, if the Consultant, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Consultant shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the “Employer”.

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

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

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

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, insurance, at their own cost but **on terms and conditions approved by the “Employer”**, insurance against the risks, and for the coverages as required by the Employer, and (ii) at the “Employer”'s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

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

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

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

(b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Not with standing such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Consultant to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the “Employer” the reports and documents specified in Appendix B hereto, in the form, in the

numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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

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

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

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

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

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the

Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

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

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

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

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

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

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a

result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

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

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

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

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

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

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

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

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

6. PAYMENTS TO THE CONSULTANT

6.1 **Total Cost of the Services** (a) The total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter. (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D. (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

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

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30

days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) Final Payment : The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and there after the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the "Employer" within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.

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

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

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

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

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about

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

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

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

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

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

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

9. Liquidated Damages

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

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

9.3 The liquidated damages shall be applicable under following circumstances:

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

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

10. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Contractor/Consultant shall notify the Employer/ the Government of (name of the state) of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each member/constituent of the Contractor/Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of (name of the state) against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Contractor/Consultant shall at all times indemnify and keep indemnified the Employer/Government of (name of the state) against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Consultant.
- (vii) The Contractor/ Consultant shall at all times indemnify and keep indemnified the Employer/Government of (name of the state) against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of (name of the state) or the Employer.

III. Special Conditions of Contract:

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

SC Clause	Ref. of GC Clause	Amendments of, and supplements to, Clauses in the General Conditions of Contract
1.	1.5	<p>The addresses are:</p> <p>1. “Employer” :</p> <p style="padding-left: 40px;">Attention :</p> <p style="padding-left: 40px;">Facsimile :</p> <p>2. Consultant :</p> <p style="padding-left: 40px;">Attention :</p> <p style="padding-left: 40px;">Facsimile :</p>
2.	1.7	<p>{Lead Partner is [insert name of member]}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3.	1.8	<p>The Authorized Representatives are:</p> <p style="padding-left: 40px;">For the “Employer”:</p> <p style="padding-left: 40px;">For the Consultant:</p>
4.	2.1	<p>{The effectiveness conditions are the following:</p> <p style="padding-left: 40px;">[insert conditions]}</p>

Note: List here any conditions of effectiveness of the Contract e.g., approved of the Contract by the Employer, “Employer”'s approval of Consultant’s proposals for appointment of specified key staff members, effectiveness of Employer Loan, receipt by Consultant of advance payment and by “Employer” of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.

- | | | |
|-----|---------|---|
| 5. | 2.2 | The time period shall be [insert time period, e.g.: four months]. |
| 6. | 2.3 | The time period shall be [insert time period, e.g.: four months]. |
| 7. | 2.4 | The time period shall be [insert time period, e.g.: twelve months]. |
| 8 | 4.5 | {The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.5.} |
| | | Note: If there is no such manager, delete this Clause SC 4.6. |
| 9. | {5.1} | Note: List here any changes or additions to Clause GC 5.1.
If there are no such changes or additions, delete this Clause SC 5.1. |
| 10. | 6.1 (b) | The ceiling in local currency is: [insert amount and currency] |
| 11. | 6.3 | Insert the payment terms |
| 12. | 8.3 | The Arbitration proceedings shall take place in (indicate name of the city) in India. |

13.

9.3

Performance Guarantee

The Consultant shall furnish a Performance Guarantee in the form of a Bank Guarantee Savoring (name of the authority) for an amount equal to {10%} of the total fee (exclusive of taxes) with a validity period for the entire duration of contract.

Binding signature of Employer Signed by

(for and on behalf of the Governor of (name of the state)

Binding signature of Contractor Signed by

(for and on behalf of _____ duly authorized vide
Resolution

No _____ dated _____ of the Board of Directors of
_____)

In the presence of
(Witnesses)

1.

2.

IV. Appendices for Model Contract

APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

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

APPENDIX C – STAFFING SCHEDULE

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

APPENDIX D – Total COST OF SERVICES IN

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

APPENDIX E - DUTIES OF THE “EMPLOYER”

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

CHECKLIST FOR QUALITY CONTROL

Checklist for Quality Control by Third party for Inspection and Monitoring Agency (TPIMA) for projects under JNNURM

1.0	PARTICULARS OF PROJECT	:	
1.1 (a)	Name of Project	:	
1.1 (b)	Description of work	:	
1.2 (a)	Name of Implementing Agency	:	
(b)	Name of Agency/ Contractor	:	
1.3	Scheduled date of commencement as sanction in CSMC Actual date of commencement	;	
1.4 (a)	Scheduled date of completion as sanctioned in CSMC Expected date of completion	:	
1.5			
(a)	Percentage progress at the time of inspection vis-à-vis expected as per contract and reasons for delay, if any.	:	
(b)	Details of mile stones as per contract vis-à-vis their achievement	:	
1.6	Inspecting Officer (TPIMA) (Name and Designation)	:	
1.7	Officers (State Govt.) and representative of contractor present during inspection (Name and Designation)	:	

1.8	Date of Inspection and number	:	
2.0	QUALITY CONTROL MEASURES	:	
2.1 (a)	Whether Copy of contract document available at site	:	
(b)	Whether copy of specifications as per contract available at site	:	
(c)	Whether list of I.S.I. marked/ approved materials to be used is available at site	:	
(d)	Testing facilities to check conformance as per contract document	:	
2.2	Is field laboratory existing and well equipped as per requirement of contract document	:	
2.3	Maintenance of Inspection Register by officials of State Govt.	:	
2.4	Are Test Registers maintained in standard forms?	:	
2.5	Is Cement Register maintained and checked at site	:	
2.6	Is soil investigation done? (give brief details)	:	
2.7	Suitability of water for construction	:	
(a)	What is the source of water?	:	
(b)	Has water been tested and approved by Engineer-in-Charge before construction	:	
(c)	Has water been tested subsequently as per requirement	:	
2.8(a)	Are all mandatory tests carried out at stipulated frequency?	:	
(b)	Are tests of materials being got done from accredited labs also, if yes details of such labs.	:	
(c)	Comments on tests already done	:	

(d)	Action Taken Report on previous report	:	
(e)	Frequency of visit by TPIMA	:	As per site visit in contract
(f)	Details of the samples/ testing done by TPIMA	:	TPIMA to carry out minimum 10% random sampling and testing of all mandatory tests for all the items from NABL accredited labs as per requirement of implementation.
2.9(a)	Are materials approved by Engineer-in-Charge? If so, are samples available at site	:	
(b)	Is cement/steel used in work got tested before use in work? (Test certificates from companies)	:	
2.10	Are sample units/items completed and approved by Engineer-in-Charge before start of mass finishing work?	:	
2.11 (a)	Specific control on RCC work like centering/ shuttering/ proportioning with boxes; mixing by full bag capacity hopper fed mixer; control of slump; placing/ compaction with vibrator.	:	
(b)	Is RMC being used in work, if yes, detail of control & Checks done at plant of site	:	
2.12	Any other particular comments	:	

3.0	SITE INSPECTION:			
		Whether in progress (Yes/ No)	Whether Inspected (Yes/ No)	Comments
3.1	Building Work			
a)	Earth work			
b)	Concrete work			
c)	RCC work			
d)	Brick work			
e)	Stone work			
f)	Marble work			
g)	Wood work			
h)	Steel work			
i)	Flooring			
j)	Roofing			
k)	Finishing			
l)	Internal Services			
3.2	Infrastructure work			
	See annexure A			
3.2	Checking of floor slope (especially in bath, WC, kitchen, terrace & Balcony etc.)			
3.3	Whether dampness/ leakages noticed? If yes, state location and probable reasons.			
4.0	SITE INSPECTION OF WORKMANSHIP ASPECTS (Attach separate sheet, if required)			
5.0	Any other observations:			

Annexure-A

Infrastructure works to be checked by TPIMA

Note: Applicable components may be included in the report.

S.No.	Component	Sub-Component	Whether in Progress (Yes/ No)	Whether Inspected (Yes/ No)	Comments
1	Water Supply	ELSR/ OHT			
		Pipeline			
		Pond Strengthening			
		Pump Station			
		Pumpsets			
		Rain Water Harvesting Pits			
		Sump			
		Treatment Plant			
		Tubewells			
2	Sewerage	Digester			
		Effluent Treatment Chamber			
		Pipeline			
		STP			
		Septic Tank			
3	Storm Water Drains	Drains			
4	Roads & Culverts	Culverts			
		Jogging Track			
		Pavements			
		Plantation			
		Roads			
		Restoration			
5	Street Lighting	Lamp Posts			

		Supply Lines			
		Transformer			
6	Solid Waste Management	Dumping Yards			
		Dustbin			
		Landfill			
7	Common Spaces	Stair case, Lobby			
8	Compound Wall	Retaining Wall			
		Compound wall			
9	Miscellaneous	Any other			

Social Infrastructure

S.No.	Component	Sub-Component	Whether in Progress (Yes/ No)	Whether Inspected (Yes/ No)	Comments
10	Community Centres	Community Centre			
11	Site Development	Site Development			
12	Informal Education Centre	Informal Education Centre			
13	Livelihood Centre	Livelihood Centre			
14	Animal Pen	Animal Pen			
15	Rickshaw Shed	Rickshaw Shed			
16	Informal Sector Market	Informal Sector Market			
17	Primary Health Centre	Primary Health Centre			
18	Anganwadi	Anganwadi			
19	Miscellaneous	Any Other			
		Crematorium			
		Fire Fighting arrangements			
		Lift Well etc			
		Old Age Homes			

		Ration Shop			
		Transit Tenaments			
		Community Toilet			
20	Development of parks	Parks			
21	School Building	School Building			