



कार्यालय नगर निगम, अजमेर
पृथ्वीराज मार्ग, अजमेर (राजस्थान) फोन नं. 0145-2429971, 2429920

क्रमांक :- MEW/(w)/5751

दिनांक :- 07/12/2015

संशोधित ई-निविदा सूचना सं. AMRUT/01/2015-16

इस कार्यालय द्वारा जारी ई-निविदा संख्या AMRUT/01/2015-16 क्रमांक MEW/5573 दिनांक 26.11.2015 को जारी की गई है। जिसमें निविदा प्रपत्र विक्रय की दिनांक 07.12.2015 से बढ़ाकर दिनांक 14.12.2015 एवं निविदा प्राप्ति की दिनांक 07.12.2015 के स्थान पर दिनांक 14.12.2015 की जाती है। शेष शर्तें एवं समय पूर्व में प्रकाशित निविदा के अनुसार यथावत रहेगी।

(प्रदीप नैथानी)

अति० मुख्य अभियन्ता
नगर निगम अजमेर

क्रमांक :- MEW/(w)/5755 - 5756

दिनांक :- 07/12/2015

प्रतिलिपि :-

- (1) कार्यालय अधीक्षक को भेजकर लेख है कि राष्ट्रीय स्तरीय व राज्य स्तरीय समाचार पत्रों में प्रकाशित कराने हेतु प्रेषित।
- (2) निजी सहायक, श्रीमान् महापौर महोदय, नगर निगम, अजमेर।
- (3) निजी सहायक, श्रीमान् आयुक्त महोदय, नगर निगम, अजमेर।
- (4) प्रभारी एस०पी०पी० पोर्टल नगर निगम, अजमेर।
- (5) ओसवाल डाटा सेन्टर, नगर निगम अजमेर।

(प्रदीप नैथानी)

अति० मुख्य अभियन्ता
नगर निगम अजमेर

AJMER NAGAR NIGAM



RFP for Consulting Services for Preparation of DPR for Remodeling and Restructuring of Annasagar Sagar Escape Channel for Storm Water of Ajmer and prepare proposals as per the Guidelines of AMRUT Scheme

NIB No Date

Ajmer Municipal Corporation,

Ajmer, Rajasthan

Atal Mission for Rejuvenation and Urban Transformation (AMRUT)



Government of India
Ministry of Urban Development

Ajmer Municipal Corporation, Ajmer
Nagar Nigam Bhawan, Prathviraj marg, Near GPO, Ajmer-305001
Phone No: - 0145-2429971,0415-2429920 e-mail: ajmermc@gmail.com

No:

Date:

Notice Inviting Bids
NIB No: Date:

Sealed Proposals are invited on behalf of Governor of Rajasthan by Ajmer Municipal Corporation (AMC) from the reputed, experienced and technically eligible empanelled consultants by MoUD,GOI for the services of **“Consulting Services for Preparation DPR of Remodeling and Restructuring of Annasagar Sagar Escape Channel for Storm Water of Ajmer and prepare proposals as per the Guidelines of AMRUT Scheme .”**

1. The Consultant will be required to provide financial proposal for consultancy services in the enclosed financial bid for the following;
 - i. Undertake detailed survey of the city for the purpose of Preparation DPR of Remodeling and Restructuring of Annasagar Sagar Escape Channel for storm water of Ajmer. Making report on existing condition, capacity and requirement of existing drains, identifying the major water logging points in the city and proposal for their improvement, Designing the Drain Section and Slopes w.r.t. rainfall data and Guidelines.
 - ii. Prepare detail estimates Bid document, detail drawing and O & M manual for proposals as per latest SOR and prepare Bill of Quantities.
 - iii. Assisting Ajmer Municipal Corporation in getting it's approval from Central and State Government. Financial Assistance in the Project as per the guidelines of AMRUT.
 - iv. Assisting Ajmer Nagar Nigam in bid evaluation for tender.

The further detailed bid conditions can be downloaded from website, www.ajmermc.org

Important dates for the above works are:-

SN	Events	Amount, Date & Time	Location
1	Cost of Tender Fee (Nonrefundable)	Rs 1000/-	in form of DD & in favor of Commissioner, Municipal Corporation, Ajmer payable at Ajmer .
2	Estimate cost of Consultancy Work	Rs 22,50,000/-	-
3	Cost of Bid Security (Refundable)	Rs 45,000/-	in form of DD/BG & in favor of Commissioner, Municipal Corporation, Ajmer payable at Ajmer .

4	Availability of tender documents	From 26-11-2015 to 07-12-2015 (Up to 3PM)	www.ajmermc.org
5	Pre Bid Meeting	at 03-12-2015 3PM	In the Office of the Addl. Chief Engineer Ajmer Municipal Corporation at Ajmer
6	Physical Submission of Bid Security, Tender Fee and Hard copy print of Bid	up to 4 PM on 07.12.2015	In the Office of AMC, Ajmer
7	Opening of Financial Bid of qualified bidders	at 4.30PM on 08.12.2015	www.ajmermc.org

1. Tenders are to be seen on the website (www.ajmermc.org) whereas the Tender Fee, Processing Fee and Bid Security shall be deposited physically in Original.
2. If for any reason government holiday is declared on the opening of financial bid date, the tender shall be open on the next working date at same time and place.
3. In case of any bidder fails to physically submit DD for tender fee, EMD & Processing fee up to scheduled date & time, the bid of the respective bidder shall not be accepted and shall be discarded in the financial evaluation process.
4. Rajasthan Transparency in Public Procurement Act-2012 & Rules 2013 shall be applicable.
5. Ajmer Nagar Nigam reserves the right to cancel all or any bid without assigning any reason thereof.

Encl. :- Financial Bid

**Commissioner
Ajmer Municipal Corporation**

No:

Date:

Copy to following for information and necessary action;

1. PA to Honorable Mayor, Ajmer
2. Director, Local Bodies, Rajasthan, Jaipur
3. Chief Engineer, DLB, Jaipur
4. Financial Advisor, DLB, Jaipur
5. Additional Chief Engineer, AMC, Ajmer
6. Senior Account Officer, AMC, Ajmer
7. In charge, Oswal Data Processor to publish the NIB on Nigam Website
8. Notice Board (AMC) for display
9. Technically empanelled consultants by MoUD Gol

**Commissioner
Ajmer Municipal Corporation**

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REQUEST FOR PROPOSALS

DISCLAIMER

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so,

update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

GLOSSARY

Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 5.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Authorized Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Paragraph 7 of Schedule-1
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
DBFOT	Design, Build, Finance, Operate and Transfer
Deliverables	As defined in Paragraph 4 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.4
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Inception Report	As specified in Paragraph 4.1 of Schedule-1
Key Date or KD	As defined in Paragraph 5.1 of Schedule-1
Key Personnel	As defined in Clause 2.1.4
LOA	Letter of Award
Manual	As defined in Paragraph 1.2 of Schedule-1
Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1(n) of Schedule-2
PPP	Public Private Partnership
Professional Personnel	As defined in Clause 2.14.5
Prohibited Practices	As defined in Clause 3.2.5

Project Proposal Proposal Due Date or PDD Resident Personnel RFP	As defined in Clause 1.1.1 As defined in Clause 1.2 As defined in Clauses 1.5 and 1.8 As defined in Clause 1.1.1(o) of Schedule-2 As defined in Disclaimer
Selected Applicant Selection Process	As defined in Clause 1.6 As defined in Clause 1.6
Services Sole Firm	As defined in Clause 1.1.1(q) of Schedule-2 As defined in Clause 2.1.1
Statement of Expenses Statutory Auditor Sub-Consultant Support Personnel Team Leader	As defined in Note 13, Form-2 of Appendix-II An Auditor appointed under Applicable Laws As defined in Clause 1.1.1(r) of Schedule-2 As defined in Clause 2.14.6 As defined in Clause 2.1.4
Technical Proposal TOR	As defined in Clause 2.14.1 As defined in Clause 1.1.3
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Proposals

1. INTRODUCTION

1.1 Background

1.1.1 The Ajmer Municipal Corporation acting through and represented by the Commissioner of the Corporation (the “**Authority**”) is engaged in the collection, Conveyance of Rain Water through Storm Water Drainages (the “**SWD**”) and as part of this endeavor, the Authority has decided to provide

Comprehensive storm water drainage at Ajmer Municipal Corporation.

1.1.2 With a view to inviting bids for the Project, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project.

1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a Technical Consultant, the Detailed Project Report and bid documents. The Technical Consultant shall prepare the Detailed Project Report in accordance with the Terms of Reference specified at Schedule-1 (the “**TOR**”).

1.2 Requests for Proposals

The Authority invites proposals (the “**Proposals**”) for selection of a Technical Consultant (the “**Consultant**”) who shall prepare

- a) **Phase I** – A Remodeling and Restructuring of Annasagar Sagar Escape Channel and Detailed Project Report for development of the Project. The Detailed Project Report shall include Collection of Rainfall data, Land use Pattern details of the entire Corporation area, Analysis of the collected Data, Calculation of Storm runoff, engineering surveys, investigations, inventory and condition assessment of the existing systems, including Pucca Drains, Kucha Drains, Major Drains, Streams Pumping Stations , Preparing Base Maps, layout plans for Pumping Stations, Project cost
- b) **Phase II** - preparation of Bid Documents and specifications in conformity with the TOR (Both Phase-I and Phase II, collectively the “**Consultancy**”).

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

RFP document can be downloaded from www.ajmermc.org from to up to 6 PM. Document fee of Rs. 1,000 (Rupees one thousand only) shall be paid in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favor of Commissioner, Ajmer Municipal Corporation and payable at Ajmer, Rajasthan and deposited in hard copy in the office of Ajmer Municipal Corporation office prior to specified date and time.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

The Authority has adopted a single stage selection process (collectively the "Selection Process") for evaluating the financial bids to be submitted in sealed envelope. In the first stage, , a financial evaluation will be carried out The lowest Applicant shall be selected for negotiation (the "Selected Applicant") while the second lowest Applicant will be kept in reserve.

1.7 Currency conversion rate and payment

All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

SI.No.	Event Description	Date and Time
1.	Last date for receiving queries / clarifications upto 3:00 PM
2.	Pre-Proposal Conference at 3:00 PM
3.	Authority response to queries	_____
4.	Proposal Due Date or PDD upto 2:00 PM
6.	Letter of Award (LOA)	Within 15 days of PDD
7.	Signing of Agreement	Within 10 days of LOA
8.	Validity of Applications	90 days of Proposal Due Date

1.9 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Shri Pradeep Nathani
Addl. Chief Engineer
Ajmer Municipal Corporation
Ajmer, Rajasthan
Phone: 0145-2429971, 2429920
Mobile: 94140-79648
Email: ajmermc@gmail.com

However, for the convenience of the Applicants, a pre-Proposal visit to the Site has been arranged on at 3 PM. The Applicants who desire to avail this facility may visit Ajmer on the date and time mentioned above.

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:
Date
Time: 3 PM
Venue: Ajmer Municipal Corporation Office, Ajmer

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to:

Commissioner
Ajmer Municipal Corporation
Ajmer, Rajasthan
Phone: 0145-2429971, 2429920
Email: ajmermc@gmail.com

1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:
NIT number, name of work and name of bidder

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.
- 2.1.4 **Key Personnel**

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

Key Personnel	Responsibilities
Storm Water Drainage Expert (the “ Team Leader ”)	He/She will lead, co-ordinate and supervise the multidisciplinary team for preparation of the Detailed Project Report.
Design Expert	He/She will be responsible for the assessment of Existing infrastructures, Conceptual planning, and hydraulic designs.
Financial Analyst	He/She will be responsible for financial analysis and modeling of the proposed Project
Civil Engineer	He/She will be responsible for field survey and preparing the civil work drawings, designing and cost estimation of the Project including Storm Water Collection system, Pumping Stations and disposal

A. Availability of Key Personnel:

The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.

B. Conditions of Eligibility for Key Personnel:

Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Storm Water Drainage Expert (Team Leader)	Post Graduate in Civil Engineering with Post Graduation in Environment Engineering / Public Health Engineering	25 years	He/She should have led the feasibility study teams for minimum 1 (one) relevant Assignments.
Design Expert	Post Graduate in Civil Engineering with Post Graduation in Environment Engineering / Public Health Engineering	20 years	He/She should have led the feasibility study teams for minimum 1 (one) relevant Assignments.
Financial Analyst	Post Graduate in Finance	5 years	He/She should have undertaken financial analysis and modeling
Civil Engineer	Graduate in Civil Engineering	15 years	He/She should have undertaken design and planning for 1 (one) relevant Assignments.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I

2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

2.2.6 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-

estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

2.4 Number of Proposals

No Applicant shall submit more than one Application for the Consultancy. An Applicant applying shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Applicants on dates, time and venue as specified in Clause 1.9.

2.7 Acknowledgement by Applicant

- 2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- d. satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- a. at any time, a material misrepresentation is made or discovered, or
 - b. The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- Misrepresentation /improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified /rejected. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
 - 2 Instructions to Applicants
 - 3 Eligible Criteria
 - 4 Fraud and corrupt practices
 - 5 Pre-Proposal Conference
 - 6 Miscellaneous
- Schedules**
- 1 **Terms of Reference**
 - 2 **Form of Agreement**
 - Annex 1: Terms of Reference
 - Annex 2: Deployment of Personnel
 - Annex 3: Estimate of Personnel Costs
 - Annex 4: Cost of Services
 - Annex 5: Payment Schedule
- Guidance Note on Conflict of Interest**

Appendices

Appendix-I: Technical Proposal

Form-1: Letter of Proposal

Form-2: Particulars of the Applicant

Form-3: Statement of Legal Capacity

Form-4: Power of Attorney

Form-5: Financial Capacity of Applicant

Form-6: Particulars of Key Personnel

Form-7: Proposed Methodology and Work Plan

Form-8: Abstract of Eligible Assignments of Applicant

Form-9: Abstract of Eligible Assignments of Key Personnel

Form-10: Eligible Assignments of Applicant

Form-11: Eligible Assignments of Key Personnel

Form-12: Curriculum Vitae (CV) of Key Personnel

Form-13: Deployment of Personnel

Appendix-II: Financial Proposal

Form-1: Covering Letter

Form-2: Financial Proposal

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries concerning RFP for Provision Of Comprehensive Remodeling and Restructuring of Annasagar Sagar Escape Channel for storm water of Ajmer At Ajmer Municipal Corporation "

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by e-mail.

2.11.2 All such amendments will be notified through e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date. While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.2 The applicant shall submit his proposals online in the prescribed format , however The Applicant shall prepare one original Hard Copy set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. Applicant should submit HARD COPY of their to department. The DDs, affidavits or power of attorney etc shall be submitted in original prior to the specified date and time.

2.13.3 The Proposal, and its copy, shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “**Authorized Representative**”) as detailed below:

- a. by the proprietor, in case of a proprietary firm; or
- b. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

A copy of the Power of Attorney certified under the hands of director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will

be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.15 Financial Proposal

- 2.14.2 While submitting the Financial Proposal, the Applicant shall, in particular, ensure that:
- The Bid Security is provided;
 - all forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - Power of Attorney, if applicable, is executed as per Applicable Laws;
 - CVs of all Professional Personnel have been included;
 - Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
 - no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - the CVs have been recently signed and dated in blue ink by the respective Personnel or by the authorized signatory of the Applicant.
 - the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
 - Professional Personnel proposed have good working knowledge of English language;
 - Key Personnel would be available for the period indicated in the TOR;and
 - The proposal is responsive in terms of Clause 2.22.3.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.5 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.
- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-15 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the

Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Item G of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, geo-technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- c. Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in **soft copy on the website; form with all pages numbered serially and by giving an index of submissions**. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

"Do not open, except in presence of the Authorized Person of the Authority"

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked '**Technical Proposal**' and the other clearly marked '**Financial Proposal**'. The envelope marked "Technical Proposal" shall contain:

- a. Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 15 of Appendix-I and supporting documents; and
- b. Bid security as specified in Clause 2.20.1
- c. The envelope marked "Financial Proposal" shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Detailed Project Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

2.17.1 Proposal should be submitted at or before at 2:00 PM on the Proposal Due Date specified in Clause 1.8 at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being

additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a refundable bid security of **Rs.45,000 (Rupees Fourty Five thousand only)** in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favor of the **Commissioner, Ajmer Municipal Corporation** payable at Ajmer (the “**Bid Security**”), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a. If an Applicant submits a non-responsive Proposal;
- b. If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- c. If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- d. In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
- e. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- f. If the Applicant is found to have a Conflict of Interest as specified in Clause

2.21 Performance Security

2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy

hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a. If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- b. if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- c. if the Selected Applicant commits a breach of the Agreement.

2.21.2 An amount equal to **5% (five per cent)** of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals at 3:00 PM on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a. the Technical Proposal is received in the form specified at Appendix-I;
- b. it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- c. it is accompanied by the Bid Security as specified in Clause 2.20.1.
- d. it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.16;
- e. it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- f. it contains all the information (complete in all respects) as requested in the RFP;
- g. it does not contain any condition or qualification; and
- h. it is not non-responsive in terms hereof.

2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals.

A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.25 Negotiations

2.25.1 negotiations.

2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not

found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health.

2.26.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The Consultant shall commence the Services at the Project site within 15 (fifteen) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. ELIGIBLE CRITERIA

3.1 Evaluation of Technical Proposals

3.1.1 Sealed bids are invited from intending and empanelled consultants by MoUD,GOI (**Reference to the letter of MoUD, GOI dated 07 August 2013.**) In a single cover system (Financial Proposals in a sealed cover) for Preparation of Detailed Project Report of Comprehensive storm water drainage scheme in Ajmer town.

3.1.2 The Bidder should deploy following Key personnel for preparation of detail project report shall be as follows.

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Storm Water Drainage Expert (Team Leader)	Graduate in Civil Engineering with Post Graduation in Environment Engineering / Public Health Engineering	25 years	He/She should have led the feasibility study teams for minimum 1 (one) relevant Assignments.
Design Expert	Graduate in Civil Engineering with Post Graduation in Environment Engineering / Public Health Engineering	20 years	He/She should have led the feasibility study teams for minimum 1 (one) relevant Assignments.
Financial Analyst	Post Graduate in Finance	5 years	He should have undertaken financial analysis and modeling
Civil Engineer	Graduate in Civil Engineering	15 years	He should have undertaken design and planning for 1 (one) relevant Assignments.

3.2 Evaluation of Financial Proposal

3.2.1 In the second stage, the financial evaluation will be carried out as per lowest Financial Proposal. Each Financial Proposal will be mentioned only in INR.

3.2.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form-2 of Appendix-II.

3.2.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal may be consider to award LOA.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) “**coercive practice**” means impairing or harming or threatening to impair or harm,

directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the competent court of Ajmer in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1
(See Clause 1.1.4)

Request for Proposal
For Preparation of Detailed Project Report for Remodeling and Restructuring of
Annasagar Sagar Escape Channel with Provision of Comprehensive Storm Water
Drainage system at Ajmer Municipal Corporation.

Terms of Reference (TOR)

1 General

2 Objective

3 Scope of Services

- 3.1 Scope of Services
Phase - I
- 3.2 Forecast and assessment of Existing Infrastructure
- 3.3 Rainfall Data analysis
- 3.4 Storm Runoff calculation
- 3.5 Design plan And Layout Plan
- 3.6 Engineering surveys, investigations, inventory and condition assessment
- 3.7 Indicative designs and layout plans for transfer stations and power station

- 3.8 Environment impact assessment
- 3.9 SWOT Analysis
- 3.10 Project Plan and Project Cost
- 3.11 Financial analysis
bid process
- 3.12 Preparation of technical and system related Schedules of the Concession Agreement

- 3.13 Preparation of Manuals of Standards and Specifications

4. Deliverables

Phase - I

- A. Inception Report
- B. Interim Report
- C. Draft DPR
- D. Final Detailed Project Report

Phase - II

- A. Preparation of Draft Bid Documents
- B. Preparation of Final Bid Documents Bid Processing Management

Terms of Reference (TOR)

1 GENERAL

1.1 The Authority invites proposals (the “Proposals”) for selection of a Technical Consultant (the “Consultant”) who shall prepare

- a) **Phase I** - a Detailed Project Report for development of the Project. The Detailed Project Report shall include Collection of Rainfall data, Landuse Pattern details of the entire Corporation area, Analysis of the collected Data, Calculation of Storm runoff, engineering surveys, investigations, inventory and condition assessment of the existing systems, including Pucca Drains, Kucha Drains, Major Drains, Streams Pumping Stations , Preparing Base Maps, layout plans for Pumping Stations, SWOT Analysis , Project cost, Detail Drawing and Design
- b) **Phase II** - preparation of Bid Documents and Bid Process Management in conformity with the TOR (collectively the “**Consultancy**”).
The Terms of Reference (the “**TOR**”) for this assignment are specified below.

1.2 The Consultant shall be guided in its assignment by the relevant rules, regulations and provisions of law.

1.3 The Consultant shall be responsible for preparing the detailed project report

1.4 The Consultant shall, to the extent possible, rely on the existing data and studies which it may verify, supplement and analyze, as necessary, during the course of Consultancy.

1.5 The Consultant shall assist the Authority, by furnishing clarifications as required for the financial appraisal and legal scrutiny of the Project and Bid Documents.

2 OBJECTIVE

The objective of the consultancy is to topographical survey, Assessment of existing infrastructures; prepare detailed design, drawings, cost estimates and bid documents for planning and implementation of the Comprehensive Strom water drainage system at Ajmer Municipal Corporation limits to achieve effective collection, conveyance and disposal of Storm Water.

3 SCOPE OF SERVICES

3.1 **The scope of services shall comprise:**

Phase I

The work involves reviewing the ongoing/ proposed projects or proposals, review of the existing storm water drains including micro/ macro drains arrangements in and around the project area, study of the storm water drain arrangements (both existing and proposed), identifying if any dry weather flows from sewage and sullage of houses is flowing in storm water drains, status of free flow or stagnation in the drains and reasons for stagnation, analyze the present disposal arrangements of storm water whether into any lake or pond or water body, whether such disposal from storm water drains is causing environmental

pollution, suggesting improvements to the existing SWD's, identifying critical bottlenecks and problems of the existing system, whether it is feasible to have combined storm water and sullage in a single drain, or a separate sewer network is necessary for isolating sullage/ sewage from storm water drains, undertaking detailed topographic survey of the project area and leveling survey and preparation of the base maps to improve the basic, analyzing the existing storm water drainage system (if any) in the project area using standard software for design of storm water drains.

Necessary micro/macro drains as required shall also be designed by the consultants. In case the dry weather flows have to be continued and discharged in to the same receiving body, proper treatment facilities have to be designed for such disposal.

Phase II

Based on the preferred solutions, identify a prioritized capital investments plan, for which prepare details designs, contract packages, implementations plans, including environmental management plan, bid documents;

Prepare Financial Operating Plan, Maintenance Management Plan, O&M costs and strategies to meet these costs.

Involve the officials of the concerned departments/agencies at all stages of the work, shall liaise with the ULB on a day to day basis.

3.2 Tasks to be performed by the consultant

PHASE - I

I. Data Collection and assessment

1. Based on the available secondary information (with due validation) and reconnaissance survey of the project area, get a broader understanding of the status and issues of the existing storm water drainage, its catchment patterns, the existing and proposed land use planning, existing condition of water bodies with the municipality apart from the final disposal locations; particularly identify dry weather flows consisting of sewage and sullage are flowing into the storm water drains and natural drainage streams.
2. Whether the storm water drains and natural streams are used for connecting the sewers and septic tanks and whether the drains and streams are used for dumping garbage.
3. Collect and update information regarding maximum water levels in existing storm water drains and natural drainage streams, flooding levels in the streets of project area during rainfalls of different intensity.
4. Based on the topography mark on the town maps the drainage basins with contributory areas which may be outside the ULB boundary, mark ridges and valleys and existing storm water drains discharging into the natural drains. Based on the field surveys prepare legible maps to identify the catchment and sub-catchment areas of the network and contributory areas from outside the project area, and the major outfalls and assess their capacity to receive the storm water from the project area; assess the soil characteristics for finding the infiltration of rainfall based and hence determine the run off coefficients based on future area development patterns.

5. Assess the status of the existing storm water drainage, its functionality, structural soundness, status of equipment where pumps are installed for handling of storm water, other structures for detention/retention of storm water, any other faculties for handling the storm water, and assess the levels of deficiencies such as problem areas, drain alignment changes, clogging/silting of drains, encroachments, on the natural drains, unplanned developments which are likely to be flooded in storm flows, critical flooding areas and reasons thereof.
6. Carry out an inventory of existing storm water drainage system including natural watercourses, ponds and roadside drains, bridges and culverts, their existing capacity for disposal of storm water, extent of mixing of storm water and sewage effluents, points of major interface between sewerage and storm water drains; the receiving water course for safe discharges.
7. Develop due designation / indexation system to refer to the drainage system and its components.
8. Based on this information base, prepare the maps showing the major drains and their catchment areas, major outfalls, flow pattern and prepare preliminary catchment areas for major drains, their preliminary longitudinal sections, drain reaches etc.
9. Carry out detailed topographical survey of the Project area.
10. All the structures and encroachments will also be marked with enough details. Take existing levels and preparation of existing natural and storm water drains network leading to final disposal. Indicate the details of other underground services, mainly sewers and water mains (electrical cables) which are in the vicinity of the storm water drainage system and show their distance from storm drain and for deciding their location.
11. The surveys shall be done along with the Engineers of the ULB. The survey work has to be cross checked in field along with the local body engineers.
12. The existing master plan of the town shall be used as base layer.
13. The base line data gathering and analysis will consider the water sheds. Base maps for the existing base plans and future master plans shall show following detailed layers.
 - a. Roads with width, type of pavement, available width for providing storm water drains.
 - b. Major buildings
 - c. Drains/Rivers/Canals including drainage catchment areas/ boundaries including contributory areas lying outside the ULB boundary
 - d. Natural Storm storage tank locations, capacities , hydraulic particulars of bunds, the surplus weir sand sluices, and usage
 - e. Land use maps
14. Locate the all public and temple ponds and flood water holding ponds/zones, structures which are at present serving as holding basins should be shown on plan along with various arrangements / devises (existing) to dispose of the accumulated water to nearest outfall or conserve the water so as to reduce the shortage of water supply and to be shown in a tabular Performa.
15. Indicate the existing inundation areas clearly, showing probable depth of water accumulation in case of heavy rainfall intensities. Assess the reasons for such inundation based on the information collected.
16. Collection of rainfall records to 30 years from IMD; provide a range of potential of changes in intensity –Duration –Frequency (IDF) value based on appropriate global climate scenarios, and evaluate impact of potential mitigation measures for an agreed planning scenario. Storm event records including the return frequency of the storms (e.g. Storm event record for 1 in 2,5,10 and 30 years Storm);
17. Flooding records including extent of flooding area of inundation and depth; existing drainage system records including the size, invert levels and ground levels of the drains; Hydrographical and Topographical data of the main channels.

18. Details of sensitive component like schools, hospitals, religious structures, trees, public utilities etc. present along the entire stretch.
19. Planning and Design · Divide the project areas into various drainage zones (preferably based on ULBs Zonal boundaries) considering the natural topography and contributory areas with a view to adopt decentralized approach as far as possible and economize the cost of overall system and also to avoid pumping stations.
20. Zonings should be done after detailed field survey and investigation. Consultants shall also study the impact of the project on the adjoining areas. · Identify appropriate planning and design parameters based on the project area situations; mainly, the appropriate design frequencies of the storms (based on degree of protections needed vs. Permitted flooding, based in type of area – residential, commercial, business districts etc.) the run-off coefficients, proposed method of computation, proposed channel shapes etc. And design shall be based on CPHEEO guidelines, with appropriate justified modifications if needed. · Utilizing proven and readily available computer software that to carry out analysis of existing situation of storm water drains to identify deficiencies and develop alternative strategies and option for expansion / augmentation of the existing system to address System deficiencies.

II. Principles:

1. The proposed solutions should
 - a. Collect and safely convey storm water to receiving waters.
 - b. To flood proof important buildings/areas (major drainage design).
 - c. To cater for frequent or nuisance storm water flows (minor drainage design).
 - d. To retain within each catchment as much incident rain as possible by maximizing use of existing natural water courses and providing flood way reservations/minor detention measures within the catchment area
 - e. Follow the general alignment of the existing water way.
 - f. Provide minimum interference with manmade/natural obstructions (particularly on the drain alignment).
 - g. Reduce land acquisition requirements; Possible alternates to reduce land acquisition and social impacts.
 - h. Meet the existing and proposed developmental needs and ongoing / proposed projects in and around the project area.
 - i. Study the project alternatives and minimize the impact on the surrounding areas such as trees and other Sensitive Environmental Components (SEC) and suggest mitigation measures for design, construction and O & M phases.
 - j. Meet the functional requirements:
 - i. Sustainability (maximizing use of natural drainage, storage's);
 - ii. Functionality (ease of maintenance, reliability of suggested measures)
 - iii. Levels of service (alleviation from flooding, community expectations through consultations with various stakeholders, obtaining and incorporating the feed backs received as appropriate, damage consequences); and
 - iv. Cost effectiveness (maintenance, environmental benefits, balance between allowed damages vs. Safety) e. Possibility of recharge pits along storm water drains and natural stream
2. Using preliminary longitudinal sections of the existing drains and water courses, and their tentative slopes fixed early on, undertake trial designs, to compare alternative drain reaches, based on which select the most suitable alternative for the final design, which are technically and economically justifiable
3. Drains should be planned taking into consideration the ground levels, slope of the ground, valley and ridges and also approved land use plan for development of Ajmer Municipal Corporation. For each length of Storm drain, the drainage area should be indicated clearly on the map and measured. The boundaries of each tributary are

dependent on topography, land use, nature of development and shape of the drainage basins. The incremental area may be indicated separately on complication sheet and the total area computed.

4. Identify if any temporary flooding of selected areas has to be allowed, on economic considerations. The analysis of the level of intensity / frequency of rain beyond which such flooding is likely to happen, and the areas where it is likely shall be done, based on various scenarios and costs; which shall be agreed by the client.
5. While formulating designs, the existing side drains, canals, other major storm water canals / rivers maintained by other departments should be analyzed based on the maximum rainfall and storm water runoff for the project area on a scientific basis.
6. In case the capacity of existing major drains/rivers connecting the river/canals are not sufficient to take care of the maximum runoff, then remodeling of the existing major drains and new additional drains may be proposed so as to avoid any inundation of rain water in the project area. The adequacy of the outlet of the existing major rivers / canals may also be checked for the total maximum run off in the project area and propose suitable measures to address the issues.
7. Where there is interface between sewerage system and storm water drainage, and wherever the drains are being used for dumping garbage propose appropriate plans to remove /reduce the interface; and/ or reduce the impact. Propose covered drains where it is necessary to prevent misuse; however manholes have to be provided on covered drains to remove the silt.
8. The existing SWD system in the Municipal area and the proposed system shall seamlessly merge so as to function without bottlenecks
9. The designs shall be prepared taking into consideration all potential risks from the works and site constraints to ensure safety during implementation, potential and maintenance. The access difficulties in frequented places like schools, religious places, offices, etc, public utilizes that cross the drain needs to be specifically considered for design of drains in such points.
10. Based on this analysis, identify the most appropriate alternatives that may include drain improvements, augmentation/extension, flood detention measures, improvements in flood handling equipments/structures, strengthening of existing structures etc. The proposed alternative (which consists various sub-alternatives on major drains / decisions on flood water retention / pumping if required.) shall be the economic one amongst the selected alternatives, looking from capital / O& M costs angle; in addition to meeting the planning and design requirements mentioned above.

III. Other Assessments and Reporting

1. Finalize the design sections of proposed storm water drains, sizes of elements and covers where required along with street inlets, silt pits, recharge pits etc, Carry out Feasibility for use of pre-cast storm drain elements. Structural designs to be adopted based on soil investigation report for channel improvements; Design of new channel bed profile that includes low flow channel to maintain ecological flow' and improve sediment transport to limit deposition. Strategies to assess feasibility of increasing existing tank storage and provision of rain water harvesting structure at designate locations along storm water drain. Structural and nonstructural measures to regulate and curb dumping of solid waste in channel. Feasibility of storm water quality management devices along the storm water system e.g trash racks, float booms; Provision of silt trap pits along the channels and storm water system. Mean Sea Level (MSL) Bench Marks will be established at permanent structures (e.g Culverts, Bridges & Buildings) in all water ways/water sheds; if any other data required according to the site conditions furnished with desirable rates.
2. Prepare a financial operating Plan of the ULB as appropriate. The financial operating plan shall consist of financial assessment of ULBs for ascertaining financial

sustainability of proposed investments, undertaking of financial analysis of existing financial situation and also preparation of 10-15 year financial projects for ULBs (the Financial and Operating Plan) covering summary Income-Expenditure and Balance Sheet/Capital Account statements of the ULB after taking into account the capital and operating costs of the proposed SWD investments. This will be an important input into the phasing of SWD investments as well.

3. Consultant shall also prepare a financial plan for the proposed investments.
4. Prepare structural designs of Storm Water handling structures, major drains, to withstand the hydraulic/ other forces.
5. Consultant to suggest suitable materials for consideration with cost benefit analysis.
6. Study the extent of road crossings required for different types of roads maintained by different agencies. Consultant to suggest the most effective way in making the road crossings for traffic prone areas. The cost of road cutes shall be included in the cost estimates.
7. Prepare detailed cost estimates based on item rate basis using the latest schedule of rates / market rates as appropriate. Estimate necessary road restoration charges wherever needed. Assist the ULBs in getting administrative / technical sanction for the scheme from competent authorities. There should not be any lump sum items in the bill of quantities. For items not covered under schedule of rates, market rates to be assessed.
8. Prepare suitable procurement plan, tender documents based on priority, project implementation schedule for extension and contract packaging plans including phasing.
9. Prepare maps with latest existing and proposed measures, along with their phasing and current land use.
 - a. Overall Master Plan map, showing major and Secondary drains, salient facilities, catchment areas, outfalls, receiving Water Bodies etc.,
 - b. Schematic diagram showing flow directions, flows, facility sizing nomenclature etc.
 - c. For the drains, L-section and cross section drawing show minimum 10 meters on either side of the drain, @ 30m interval with details of underground facilities, salient structures/obstructions of all the existing drains to be remodeled and the proposed drains indicating the details of drains.
10. GTS benchmark shall be followed. List of TBMs and PBMs established shall be submitted as part of the output. Environmental & Social Assessment: For the proposed alternatives, do Environmental and Social Screening including Environmental & Social categorization as per the Environmental and Social Framework (SEAMF) for APMDP and compliance requirement as per E & S categorization such as determining the need for carrying out a detailed Environmental / Social Assessment, the appropriate Environmental Management Plans, Resettlement and Rehabilitation measures (Resettlement Action Plans) and prepare Environmental and Social Assessment Reports.

IV. Maintenance Aspects.

1. Provide for installation of automatic rain gauges at appropriate places. Review existing arrangements for maintenance of the storm water drains, the institutional arrangements and capacities and gaps, assess O & M costs – recurring and additional for the proposed investments; based on which prepare Maintenance Management Plan, including future renewal plans, strategies to meet O & M costs, institutional authority and scope of SWD Zones falling under the authority, institutional strengthening measures including possible outsourcing activities.
2. Possible steps to avoid encroachment/squatting (by developing footpaths, walkways, parking lots, and so on) during O & M Stage. Prepare maintenance management

Plan using the mechanical devices will be proposed for desilting the storm water channels.

3. Detailed Designs and Cost estimates: Project Designs: For the given purpose and functional use of the proposed project, proper design has to be developed. The system will be designed following relevant IS codes/ CPHEEO stipulations. In built-up areas and junctions, a network of sub-surface drains with interception chambers may be considered to intercept the surface flow. Proposed system shall conform to relevant IS codes/ CPHEEO stipulations. The drawings and designs shall include a general arrangement drawing and a detailed longitudinal section drawing of all components in size A1 to A2.
4. The level of detailing shall be such as to enable check of conformance with codal provisions including detailed construction drawings and bar bending schedules.

V. Estimation of Quantities:

Based on the surveys and designs and EMPs evolved by the consultants, within the framework and the requirements of the project, the consultants have to prepare detailed item and quantity schedules and work out the cost estimates.

PHASE – II:

1. Preparation of Bid documents and Bid Process Management

1. Based on the approved final DPR the consultant shall make phasing of the entire scheme in concurrence of the JMC and other department officials (if any).
2. The Phasing shall be done in considering the immediate and short term remedies, financial viability, Technical feasibility in terms of rehabilitation and modification of the existing system for proper disposal of the Storm water including the Rainwater harvesting suggestions.
3. The Phased schemes shall be further sent to approval of the state government for funding. The Consultant shall assist the JMC for getting approvals, Administrative Sanction and Technical Sanction.
4. In continuation of the provision of Administrative and Technical sanction, the consultant shall prepare the Bid Documents of the Phased schemes as prescribed by the funding agency /JMC/the central or State Governments.
5. Bid Documents shall be submitted in soft bind books with back to back printouts.
6. Consultant shall assist the JMC for finalizing various critical dates of the Tender Publishing and finalizing of Notice Inviting Tenders.
7. RFQ and RFP shall be prepared, submitted and get approval from the authorities concerned by the consultants as per prescribed format.
8. The consultants shall provide assistance in Tender publishing and receiving the tenders. After receiving the Tenders, the consultant shall assist in the evaluation and finalization of contactors till LOA shall be issued to the contractor concerned.

VI. Final outputs:

1. PHASE - I

a. Inception report:

General discussion of status of existing storm water drains, whether sullage is flowing into the drains, where the storm water is disposed its impact on environment, about street drains and natural drains along with solution to the flood prone areas indicated. Comments on the available DPR's missing components and strategy for their study and detailing in the revision. General discussion about source of water, present distribution system and macro level details along with framework for collection and interpretation of data, further work plan. Proposed approach and methodology, methodology for data collection, planning and design approaches,

Indication that consultants have thoroughly reviewed the SEAM Framework and associated policies, and are in a position to apply it to the DPRs under revision/preparation. Priority Interventions, Procurement Documents for Priority Interventions Based on the understanding developed on the existing system through studies and assessments, present the existing situation

b. Interim report:

Feasibility analysis and preliminary design including possible alternatives, broad costs of proposals, survey reports and E & S initial screening reports, Social Assessment Report and Resettlement Action Plan, Environmental Assessment Report, O & M plans, economic analysis and justification, details of confirmation to planning, design and O & M as per TOR.

c. Draft Final Report:

Draft detailed design, Social Assessment Report & RAP draft Environmental Assessment Report and Environmental Management Plan, cost estimate (including items identified in EMP, procurement and implementation plans) BOQ, Financial Operating Plan, phasing and contract packaging etc.

d. Final Report:

Final detailed design report along with flow chart, drawings, final SAR & RAP, cost estimates, financial operating plan, phasing and contract packaging etc. shall be by Authority only when this final report should approved or checked or verify by appropriate authority of M.B.M (Mangniram bangar memorial engineering college) College, Jodhpur or By MNIT(Malviya national institute of technology) Jaipur. No additional cost will be bear by authority for this task.

2. PHASE - II

a. Draft Bid Documents as per the procurement plan.

b. Final Bid document (Package wise).

c. RFQ, RFP in prescribed formats

3. The consultant would be required to **submit 5 copies of each of the reports and to Submit 10 Copies of each the Bid Documents** besides providing a soft copy of all reports and Auto CAD drawings in original formats.
4. Procedure for review of progress reports.
 - a. The review committee will review the progress of the work.
 - b. The decision/suggestion carried out will be reviewed in the next meeting.
 - c. The comments or view on the various reports shall be given to the consultant within 10 days of submission.

VII. Data, services and facilities to be provided by the client

1. The maps, master plan of the town with proposed land use plans and other data related to this work, to the extent available in the Municipal office will be provided.
2. Possible assistance for obtaining FMB sketches for preparing land plans from the land survey department will be given by the client.
3. A copy of all the available relevant DPRs would be provided.

VIII. TIME AND PAYMENT SCHEDULE

1. Time schedule for important Deliverables (the “Key Dates”) of the Consultancy and the payment schedule linked to the specified Deliverables are given below:

Sl. No.	Deliverables	Duration	Days
	PHASE - I		
1	Inception Report	10 days from the Commencement of Project	10
2	Interim Report	20 days from the Approval of Inception Report	30
3	Draft DPR	30 days from the approval of Interim Report	60
4	Final DPR	15 days from the approval of Draft DPR	75
	PHASE - II		
5	Draft Bid Document	10 days from the approval of Final DPR	85
6	Final Bid Document	05 days from the Technical Sanction	90
7	RFQ/RFP	As required	

2. Payment Schedule

The mode of payments to be made in consideration of the work to be performed by the consultant shall be as follows:

Sl. No.	Deliverables	Percentage
	PHASE - I	75% of Quoted Price
1	Inception Report	15% of contract value on submission and approval of Inception Report
2	Interim Report	30% of contract value on submission and approval of Interim Report
3	Draft DPR	40% of contract value on submission and approval of Draft Detailed Project Report
4	Final DPR	15% of contract value on submission and approval of Final Detailed Project Report
	PHASE - II	25% of Quoted Price
1	Tie-up of project funding from Gol or any other funding Agencies	5% of Quoted Price
2	Draft Bid Document	5% of Quoted Price
3	Final Bid Document	5% of Quoted Price
4	RFQ/RFP, Tender floating. Handling of Pre-Bid Meeting upto tender due date	5% of Quoted Price
5	Tender Evaluation and Contract awarding	5% of Quoted Price

IX. CONSULTANCY TEAM

1. The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for eligibility of the Technical Proposal. Other expertise such as that required for financial analysis, design, material investigation characterization, and quantity survey, social impact assessment etc. for the Project shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.

(a) Storm Water Drainage Expert (Team Leader)**(b) Design Expert****(c) Financial Analyst****(d) Civil Engineer**

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Storm Water Drainage Expert (Team Leader)	Under Graduate in Civil Engineering with Post Graduation in Environment Engineering / Public Health Engineering	25 years	He/She should have led the feasibility study teams for minimum 1 (one) relevant Assignments.
Design Expert	Under Graduate in Civil Engineering with Post Graduation in Environment Engineering / Public Health Engineering	20 years	He/She should have led the feasibility study teams for minimum 1 (two) relevant Assignments..
Financial Analyst	Post Graduate in Finance	5 years	He should have undertaken financial analysis and modeling
Civil Engineer	Graduate in Civil Engineering	15 years	He should have undertaken design and planning for 1 (one) relevant Assignments.

X. COMPLETION OF SERVICES

1. All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables. The study outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority.

SCHEDULE-2
(See Clause 2.1.3)

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AGREEMENT

Preparation of Detailed Project Report for Project

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 20...., between, on the one hand, the Governor of Rajasthan acting through Ajmer Municipal Corporation and represented by the Commissioner of the Corporation (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

The Authority vide invites proposals (the “**Proposals**”) for selection of a Technical Consultant (the “**Consultant**”) who shall prepare

- a) Phase I - a Detailed Project Report for development of the Project. The Detailed Project Report shall include Collection of Rainfall data, Landuse Pattern details of the entire Corporation area, Analysis of the collected Data, Calculation of Storm runoff, engineering surveys, investigations, inventory and condition assessment of the existing systems, including Pucca Drains, Kucha Drains, Major Drains, Streams Pumping Stations , Preparing Base Maps, layout plans for Pumping Stations, SWOT Analysis , Project cost, Detail Drawing and Design
- b) Phase II - preparation of Bid Documents and specifications and Bid Process Management in conformity with the TOR (both Phase I and Phase II, collectively the “**Consultancy**”).

The Authority intends to select the Consultant through an sealed financial bidding process in accordance with the procedure set out herein.

- i. Request for Proposal for Preparation of Detailed Project Report (hereinafter called the “**Consultancy**”) for the **Preparation of Detailed Project Report for Provision of Comprehensive Storm Water Drainage at Ajmer Municipal Corporation** (hereinafter called the “**Project**”);
- ii. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- iii. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- iv. in pursuance of the **LOA**, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

- 1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning

hereinafter respectively assigned to them:

- a. **“Additional Costs”** shall have the meaning set forth in Clause 6.1.2;
- b. **“Agreement”** means this Agreement, together with all the Annexes;
- c. **“Agreement Value”** shall have the meaning set forth in Clause 6.1.2;
- d. **“Applicable Laws”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- e. **“Confidential Information”** shall have the meaning set forth in Clause 3.3;
- f. **“Conflict of Interest”** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- g. **“Dispute”** shall have the meaning set forth in Clause 9.2.1;
- h. **“Effective Date”** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- i. **“Expatriate Personnel”** means such persons who at the time of being so hired had their domicile outside India;
- j. **“Government”** means the Government of Rajasthan;
- k. **“INR, Re. or Rs.”** means Indian Rupees;
- l. **“Member”**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and **“Members”** means all of these entities;
- m. **“Party”** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- n. **“Personnel”** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- o. **“Resident Personnel”** means such persons who at the time of being so hired had their domicile inside India;
- p. **“RFP”** means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- q. **“Services”** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- r. **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- s. **“Third Party”** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have 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 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the competent court of Ajmer in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- c) any notice or communication by a Party to the other Party, given in accordance

herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorized Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.11 Taxes and duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of 1 (one) year from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, 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 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 Sub-Consultant or agents or employees, nor
 - (ii) any event which a diligent Party could reasonably have been expected to both
 - A. take into account at the time of the conclusion of this Agreement, and
 - B. avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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 Agreement 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 Agreement.

2.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- 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 event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for Additional Costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is

- f) found to be false, incorrect or misleading;
- f) 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 60 (sixty) days; or
- g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c) 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 60 (sixty) days; or
- d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 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, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 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 Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- b) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- c) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement 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 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b. after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c. at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions discounts, etc.

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

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

without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- b) "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business

affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

- i. for any indirect or consequential loss or damage; and
- ii. for any direct loss or damage that exceeds
 - a. the Agreement Value set forth in Clause 6.1.2 of this Agreement, or
 - b. the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- a. Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 1 (one) crore;
- b. employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- c. professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall:

- a. keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- b. permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- a. Appointing such members of the Professional Personnel as are not listed in Annex-2.
- b. Entering into a subcontract for the performance of any part of the Services, it being understood
 - (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and
 - (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "**Consultancy Documents**") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The

Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorized use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11. Providing access to the Project Office, Site and Personnel

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the project site and office in respect of which access is required for the performance of the Services. The Consultant will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or the Experts of either of them. The Consultant shall make available to the Authority free of charge such professional and support counterpart personnel, to be nominated by the Consultant with the Consultant's advice, if required by the Authority.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. Consultant's Personnel and Sub-Consultant

4.1 General

The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **APPENDIX-I FORM 13.**

4.2 Deployment of Personnel

Consultant has to immediately deploy their Key Personnel and other Experts as mentioned in Appendix I Form 13 in the service of Authority for the cause of agreement. Consultant should ensure that all Personnel mentioned in Appendix I Form 13 will be available for their service. No changes shall be made in Key Personnel by the consultant.

4.3 Approval of Personnel

Consultant will take prior approval of Key Personnel from the Authority before deploying them.

4.4 Substitution of Key Personnel

4.4.1 Except as the Authority may otherwise agree in writing, no changes shall be made in the Key Personnel.

4.4.2 Notwithstanding the above, the substitution of Key Personnel during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

4.5 Removal of Key Personnel

4.5.1 If the Authority finds that any of the Key Personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the Authority determine that Consultant's Key Personnel have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Authority's written request, provide a replacement.

4.5.2 In the event that any of Key Personnel, Non-Key Personnel is found by the Authority to be incompetent or incapable in discharging assigned duties, the Authority, specifying the grounds therefore, may request the Consultant to provide a replacement.

4.5.3 Any replacement of the removed Key Personnel shall possess better qualifications and experience and shall be acceptable to the Authority.

4.5.4 Except as the Authority may otherwise agree, the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and the remuneration to be paid for any of the Key Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Key Personnel replaced or removed.

4.6 Resident Team Leader and Project Manager

4.6.1 Consultant shall provide resident team leader and project manager with complete facility of office set-up which has complete facilities like computer, internet, printer, plotter, telephonic etc.

4.6.2 Their service shall be available to Authority while complete time duration of project as mentioned in TOR.

4.6.3 Consultant has option to do tie-up or agreement to any resident team leader/manager of other organization/consultancy firms which is subjected to prior approval from Authority. Consultant shall ensure the qualification of resident team leader/ manager's as per TOR.

4.7 Sub-Consultants

Authority shall not allow Consultant to do any tie-up or agreement for project. Authority may reject/ terminate the agreement, if they found such matter. Authority gives LOA to Consultant by tender rules so consultant doesn't have any right to sub late it for their any purpose.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to Land and Property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. But the Consultant will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify by the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Key Personnel of either of them.

5.2 Changes in Applicable Law

If, after the date of this Contract, there is any change in the applicable law in the Authority's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be

increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 5.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rupees.), which does not include the Additional Costs specified in Annex-5 (the “**Additional Costs**”).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 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. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:

- a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
- b) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.
- c) The mode of payments to be made in consideration of the work to be performed by the consultant shall be as follows:

Sl. No.	Deliverables	Percentage
	PHASE - I	75% of Quoted Price
1	Inception Report	15% of contract value on submission and approval of Inception Report
2	Interim Report	30% of contract value on submission and approval of Interim Report
3	Draft DPR	40% of contract value on submission and approval of Draft Detailed Project Report
4	Final DPR	15% of contract value on submission and approval of Final Detailed Project Report
	PHASE - II	25% of Quoted Price
1	Tie-up of project funding from Gol or any other funding Agencies	5% of Quoted Price
2	Draft Bid Document	5% of Quoted Price
3	Final Bid Document	5% of Quoted Price
4	RFQ/RFP, Tender floating. Handling of Pre-Bid Meeting upto tender due date	5% of Quoted Price
5	Tender Evaluation and Contract awarding	5% of Quoted Price

7. Liquidated damages and penalties

7.1 Performance Security

The Consultant, by submitting its Application pursuant to the project, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority and its estimated compensation and damages decided and payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the project, including the consideration and evaluation of the Proposal, under the following conditions:

- a). If an Consultant engages in any of the Prohibited Practices specified in Clause 3 during the project;
- b). if the Consultant is found to have a Conflict of Interest as specified in Clause 3.2; and
- c). if the Consultant commits a breach of the Agreement.

An amount equal to **10% (Ten per cent)** of the Agreement Value shall be deposited in the form of Bank Guarantee to Authority before signing of agreement as Performance Security for the purposes of this Clause 7.1, which may be forfeited and appropriated in accordance with the provisions hereof.

7.2 Liquidated Damages

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

7.2.2 The amount of liquidated damages under this Contract shall not exceed 10 (Ten) % of the total value of the Contract.

7.2.3 The liquidated damages shall be applicable if the deliverables are not submitted as per schedule as specified in TOR Clause 3.2 VIII, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

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

8.2 Operation of the Agreement

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with

the conciliation procedure set forth in Clause 9.3.

- 9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Commissioner, Municipal Corporation, Ajmer, Rajasthan and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 07 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 07 (seven) day period or the Dispute is not amicably settled within 10 (ten) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 20 (twenty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be a sole arbitrator whose appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in

their respective names as of the day and year first above written.

Signed, Sealed and Delivered

Signed, Sealed and Delivered

For and on behalf of For and
on behalf of Consultant: Authority

(Signature) (Signature)

(Name) (Name)

(Designation) (Designation)

(Address) (Address)

In the presence of:

1.

2.

Annex-1

Terms of Reference
(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex-2

Deployment of Personnel
(Refer Clause 4.2)

(Reproduce as per Form-13 of Appendix-I)

Annex-3

Estimate of Personnel Costs
(Refer Clause 4.2)

(Reproduce as per Form-3 of Appendix-II)

Annex-4

Cost of Services
(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

Annex-5

Payment Schedule*(Refer Clause 5.2)*

The mode of payments to be made in consideration of the work to be performed by the consultant shall be as follows:

Sl. No.	Deliverables	Percentage
	PHASE - I	75% of Quoted Price
1	Inception Report	15% of contract value on submission and approval of Inception Report
2	Interim Report	30% of contract value on submission and approval of Interim Report
3	Draft DPR	40% of contract value on submission and approval of Draft Detailed Project Report
4	Final DPR	15% of contract value on submission and approval of Final Detailed Project Report
	PHASE - II	25% of Quoted Price
1	Tie-up of project funding from Gol or any other funding Agencies	5% of Quoted Price
2	Draft Bid Document	5% of Quoted Price
3	Final Bid Document	5% of Quoted Price
4	RFQ/RFP, Tender floating. Handling of Pre-Bid Meeting upto tender due date	5% of Quoted Price
5	Tender Evaluation and Contract awarding	5% of Quoted Price

Notes:

1 *The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.*

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

- 1 This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
- 2 Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 3 Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
 - (ii) potential consultant should not have defined the project when earlier working for the Authority;
 - (iii) potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority.

All conflicts must be declared as and when the consultants become aware of them.

1 Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

2 Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.

3 Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

4 Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

Appendices

APPENDIX-I
(See Clause 2.1.3)

Form-1

Letter of Proposal
(On Applicant’s letter head)

(Date and Reference)

To,

.....
.....
.....

Sub: Appointment of Consultant for Consulting Services for Preparation DPR of Remodeling and Restructuring of Annasagar Sagar Escape Channel For Storm Water Drainage for the city of Ajmer, and prepare proposals as per the Guidelines of AMRUT Scheme

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Consulting Services for Preparation DPR of Remodeling and Restructuring of Annasagar Sagar Escape Channel for Storm Water Drainage for the city of Ajmer, and prepare proposals as per the Guidelines of AMRUT Scheme

. The proposal is unconditional and unqualified.

- 1 All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 2 This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
- 3 I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 4 I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5 I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against

- the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 6 I/We declare that:
- (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 7 I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
- 8 I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
- 9 I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10 I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 11 I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
- 1 I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
- 2 The Bid Security of Rs 45000/= (Rupees Fourty Five Thousand only) in the form of a Demand Draft is attached, in accordance with the RFP document.
- 3 I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
- 4 I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
- 5 A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
- 6 In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the

- same.
- 7 I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
 - 8 The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant / Lead Member)

determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

APPENDIX-I
Form-2

Particulars of the Applicant

1.1	<p>Title of Consultancy: RFP for preparation DPR of Storm Water Drainage Master Plan for the city of Ajmer, and prepare proposals as per the Guidelines of AMRUT Scheme</p>
1.2	<p>Title of Project: Comprehensive Storm Water Drainage</p>
1.3	<p>State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:</p>

(Signature, name and designation of the authorized signatory)

For and on behalf of

Appendices
APPENDIX-I
Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,
.....
.....

Dear Sir,

Sub: RFP for Consultant: Preparation DPR of Storm Water Drainage Master Plan for the city of Ajmer, and prepare proposals as per the Guidelines of AMRUT Scheme

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal^s), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorized Representative/ will act as the Authorized Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory) For and on behalf of

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we,..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Preparation DPR of Remodeling and Restructuring of Annasagar Sagar Escape Channel for Storm Water Drainage for the city of Ajmer, and prepare proposals as per the Guidelines of AMRUT Scheme, proposed to be developed by the (the “**Authority**”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF, 20.....

For.....

(Signature, name, designation and address)

Witnesses:

- 1
- 2 Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)
Appendices

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed The Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (Rs.)
1.		
2.		
3.		

Certificate from the Statutory Auditor

This is to certify that..... (Name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:
Seal of the audit firm Date:
(Signature, name and designation of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

Appendices

APPENDIX-I

Form-6

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		
					Name of Firm	No. of Relevant Assignments ^{\$}	Employed Since
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Storm water Drainage Expert(Team Leader)						
2.	Design Expert						
3.	Financial Analyst Civil						
4.	Engineer						

^{\$} Refer Form 9 of Appendix I Experience of Key Personnel

APPENDIX-I

Form-7

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1 Understanding of TOR

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2 Methodology and Work Plan

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Appendices

APPENDIX-I

Form-8

Abstract of the Applicant\$

(Refer Clause 3.1.4)

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore)
(1)	(2)	(3)	(4)
1			
2			
3			
4			

The Applicant should provide details of only those projects that have been undertaken by it under its own name.

The names and chronology of Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

APPENDIX-IForm-9**Abstract of Key Personnel**

(Refer Clause 3.1.4) Name of Key Personnel: Designation:

S.No	Name of Project \$	Name of Client	Estimated capital cost of project (in Rs. Cr.)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

^{\$} Use separate Form for each Key Personnel.

^{\$\$} The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-I

Form-10**Assignments of Applicant**

(Refer Clause 3.1.4)

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Census Population of the Project Town/Corporation	
4.	Length in km or other particulars	
5.	Description of services performed by the Applicant Firm:	
6.	Name of client and Address: (indicate whether public or private)	
7.	Name and telephone no. of client's representative:	
8.	Estimated capital cost of the Project (in Rs crore):	
9.	Payment received by the Applicant (in Rs. crore):	
10.	Start date of the services (month/ year):	
11.	Finish date of the services (month/ year):	
11.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)		

Notes:

- 1 Use separate sheet for each Project.
- 2 The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

Appendices

APPENDIX-I

Form-11

Assignments of Key Personnel

(Refer Clause 3.1.4)

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Project:	
4.	Length in km or other particulars	
5.	Name of Consulting Firm where employed:	
6.	Description of services performed by the Key Personnel (including designation):	
7.	Name of client and Address: (indicate whether public or private)	
8.	Name and telephone no. of client's representative:	
9.	Estimated capital cost of the Project (in Rs crore):	
10.	Start date of the services (month/year):	
11.	Finish date of the services (month/year):	
12.	Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)</p>		

Notes:

- 1 Use separate sheet for each Project.
- 2 The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-I

Form-12

Curriculum Vitae (CV) of Key Personnel

- 1 Proposed Position:
- 2 Name of Personnel:
- 3 Date of Birth:
- 4 Nationality:
- 5 Educational Qualifications:
- 6 Employment Record: (Starting with present position, list in reverse order every employment held.)
 7. List of projects on which the Personnel has worked
Name of project Description of responsibilities
- 7 Details of the current assignment and the time duration for which services are required for the current assignment. Certification: 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and

name of the Key Personnel)

Place..... (Signature and name of

the authorized signatory of the Applicant)

Notes:

- 1 Use separate form for each Key Personnel
- 2 The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
- 3 Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorized Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I
Form-13

Deployment of Personnel

S.N o.	Designatio Name	Week Numbers																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1.																									
2.																									
3.																									
4.																									
Total Man days																									

RFP for Technical Consultant: Ajmer comprehensive Storm Water Drainage

Appendices

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head) (Date and Reference) To,

..... Dear Sir,

Subject: Appointment of Consultant for Preparation of Remodeling and Restructuring of Annasagar Sagar Escape Channel for Storm Water Drainage for the city of Ajmer, and prepare proposals as per the Guidelines of AMRUT Scheme

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II
(See Clause 2.1.3)

Form-2

Financial Proposal

Item No.	Description	Amount (Rs.)
1	Providing Consultancy Services for Preparation DPR of Storm Water Drainage Master Plan for the city of Ajmer, and prepare proposals as per the Guidelines of AMRUT Scheme (For both Phase 1 & 2 works)	
2	SERVICE TAX (.....%)	
3	TOTAL (including taxes) (1+2) (in Rs.) In Indian Rupees (in words)	